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CHWP000

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

39

3253947

Name of company

*Norwich Union Life & pensions Limited

* insert full name
of company

I, John Robert Lister

of Norwich Union Life & Pensions Limited

† delete as
appropriate

[a director][~~the secretary~~][~~the administrator~~][~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

Date and description of charge # 16 March 2004. Debenture.

Date of registration 23 April 2004.

Name and address of [chargee][trustee for the debenture holders]† Please refer to the attached

ø the date of
registration may be
confirmed from the
certificate

Short particulars of property charged § Please refer to the attached

§ insert brief details
of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at WELINGTON ROW, YORK

Declarant to sign below

Day Month Year

on 08/12/2006

before me E L TOSCH

A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on a
Commissioner for Oaths.

Presenter's name address and
reference (if any) :For official Use (02/06)
Mortgage Section

TUESDAY



AJTPON1N
A03 13/02/2007 119
COMPANIES HOUSE
A30 10/01/2007 269
COMPANIES HOUSE

Name and address of [chargee][trustee for the debenture holders]:

The Royal Bank of Scotland as agent for the Banks and as security trustee for the Finance Parties (the "Agent"), 36 St Andrew Square, Edinburgh.

Short Particulars of property charged:

The Chargor covenants to discharge on demand the Chargor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Agent:

- (a) By way of fixed charge, all legal or beneficial interests and other estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor.
- (b) By way of fixed charge all the plant machinery and fixtures and fittings of the Chargor present and future.
- (c) By way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor present and future not regularly disposed of in the ordinary course of business.
- (d) By way of fixed charge all the goodwill and uncalled capital of the Chargor present and future.
- (e) By way of fixed charge all the right, title and interest of the Chargor in any stocks, shares and other securities of the Chargor present and future.
- (f) By way of fixed charge all intellectual property rights, choses in action and claims of the Chargor present and future and the proceeds of any insurance from time to time affecting the Assets.
- (g) By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Agent or any third party.
- (h) By way of fixed charge all book debts and other debts of the Chargor present and future and the proceeds of payment or realisation of each at them until the receipt of the proceeds from time to time into the Account.
- (i) By way of fixed charge:
 - (i) all funds standing to the credit of the Chargor from time to time on any account with the Agent or any other bank or financial institution or organisation including all receipts from time to time paid into the Account; and
 - (ii) all the right, title and interest of the Chargor in, to, under or derived from any client income account, client service charge account, client capital expenditure account or partnership account (howsoever designated) operated for the Chargor by any property manager or fund manager of the Chargor.
- (j) By way of fixed charge all the rights and interest of the Chargor in, under or derived from any agreements with any fund manager or property manager in relation to the business and activities of the Chargor.

- (k) By way of floating charge all the undertaking and all property, assets and rights of the Chargor present and future not subject to a fixed charge under the Debenture.

Note: The Chargor will not without the previous written consent of the Agent:

- (i) create or permit to arise any mortgage, charge or lien on the Assets;
- (ii) dispose of the Assets charged by (a) to (j) above;
- (iii) deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and, in particular, the Chargor will not realise its book debts and other debts by means of block discounting, factoring or the like;
- (iv) dispose of the Assets charged by (k) above other than in the ordinary course of business; or
- (v) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.

Note: Despite any term to the contrary in relation to any deposit or credit balance on any account of the Chargor with a Finance Party that deposit or balance will not be capable of being assigned, dealt with, mortgaged or charged and will not be repayable to the Chargor before all the Chargor's Obligations have been discharged but a Finance Party may without prejudice to the Debenture permit the Chargor to make withdrawals from time to time.

In this Form 395, the following terms will have the following meanings:

'Account'

means the Chargor's account with the Agent (or such other account as the Agent may specify from time to time).

'Assets'

means the whole and any part of the undertaking, property and assets of the Chargor charged by the Debenture.

'Banks'

means the banks and financial institutions identified by the Agent from time to time.

'Chargor'

means The Great Western Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP 9302) acting by its general partner for the time being, The Great Western (General Partner) Limited (registered in England and Wales with registration number 5050958)

'Expenses'

means all expenses (on a full indemnity basis) incurred by any Finance Party or any Receiver at any time in connection with the Assets or the Chargor's Obligations or in taking or perfecting the Debenture or in preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with interest from the date they are incurred.

'Finance Parties'

means the Agent and the finance parties identified by the Agent from time to time and "Finance Parties" means anyone of them.

'Interest'

means the interest at the rate(s) charged to the Chargor by any Finance Party from time to time.

'Receiver'

means a receiver and manager or (if the Agent so specifies in the relevant appointment) a receiver appointed in respect of the Assets who shall be the agent of the Chargor.