

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

21111

03927234

Name of company

* WHITEHOUSE SOUTH LONDON LIMITED

Date of creation of the charge

20th November 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture

Amount secured by the mortgage or charge

all or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to RFS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not RFS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which RFS may in the course of the Company's business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to RFS's usual rates and practice as well after as before any demand made or decree obtained under or in relation to the Debenture ("Secured Liabilities")

Names and addresses of the mortgagees or persons entitled to the charge

RFS Limited, Thistle House, City Road, Chester ("RFS")

Postcode CH88 3AN

Presenter's name address and reference (if any):

DWF
5 Castle Street
Liverpool
L2 4XE

JCS/58500

Time critical reference

For official Use
Mortgage Section

Post room



A06
COMPANIES HOUSE

0452
26/11/03

Short particulars of all the property mortgaged or charged

Under clause 2.1 of the Debenture the Company charged to RFS as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-

by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;

by way of fixed charge:-

all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 2.1.1 of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

all the Company's present and future interests in or over land or the proceeds of sale of it and all the Company's present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;

all present and future plant and machinery not otherwise charged under clause 2 of the Debenture and all the Company's other present and future chattels (excluding any for the time being forming part of the Company's

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date

25/11/2003

On behalf of [company] [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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Company Number

03927234

Name of Company

WHITEHOUSE SOUTH LONDON LIMITED

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;

all rights and interests in and claims under all policies of insurance and assurance held or to be held by the Company or insuring to the Company's benefit and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which the Company may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by you or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

all the Company's goodwill and uncalled capital for the time being;

all the Company's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5 of the Debenture);

all the Company's present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

by way of floating charge all the Assets not otherwise effectively mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any of the Company's immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2.1.2 of the Debenture).

Under clause 2.2 of the Debenture the Company, with full title guarantee, assigned in favour of RFS (subject to the Company's right to redeem such assignment upon payment or discharge in full of the Secured Liabilities):

all the Company's right, title and interest in and to any interest rate hedging agreements entered into by any person, and (insofar as they are capable of being assigned by way of security) all the Company's right, title and interest in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture.

To the extent that any right, title and interest referred to in clause 2.2 of the Debenture is not assignable or capable of assignment, the assignment purported to be made by that clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

Under clause 2.5 of the Debenture RFS may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 2.1.3 of the Debenture into a fixed charge over any of the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company (the "Assets") specified in the notice to the Company and the floating charge will, without further notice from RFS, automatically be converted with immediate effect into a fixed charge:-

- i) in respect of any Assets which become subject to a fixed charge in favour of any other person
- ii) in respect of all the Assets charged under sub-clause 2.1.3 of the Debenture if and when the Company cease to carry on business or to be a going concern; and
- iii) in respect of all the Assets in the making of an order for the Company's compulsory winding-up, on the convening of a meeting for the passing of a resolution for the Company's voluntary winding-up or the taking of any steps (including without limitation, the making of an application of the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

See Continuation Sheet 2 page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

03927234

Name of Company

WHITEHOUSE SOUTH LONDON LIMITED

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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Under clause 2.7 the Company will not without RFS's previous written consent:-

- i) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or
- ii) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of the Company's Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or
- iii) in any way dispose of the equity of redemption of any Asset or any interest in any Asset.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

Under Clause 3 of the Debenture the security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which RFS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of any other right remedy or security.

Under clause 6.2 of the Debenture section 103 of the Law of Property Act 1925 will not apply to the Debenture but the statutory power of sale will as between RFS and a purchaser from RFS arise on and be exercisable at any time after the execution of the Debenture provided that RFS will not exercise the power of sale until payment of all or any part of the Secured Liabilities has been demanded or a Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.

Under clause 7.6 of the Debenture no purchaser or other person dealing with RFS, any Receiver or any agent or delegate of them shall be obliged or concerned to enquire whether RFS's right or the right of any Receiver to exercise any of the powers conferred by or referred to in the Debenture has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise RFS or any Receiver to act or as the propriety or validity of the exercise or purported exercise of any power.

Under clause 8 of the Debenture the Company irrevocably and by way of security appoints RFS (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or administrator severally as the Company's attorney and attorneys, for the Company and in the Company's name and on the Company's behalf and as the Company's act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Debenture or may be required or deemed proper in the exercise of any rights or powers conferred for any purposes of the Debenture.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03927234

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th NOVEMBER 2003 AND CREATED BY WHITEHOUSE SOUTH LONDON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RFS LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th NOVEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th NOVEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —