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COMPANIES FORM No. 395

00400074

Particulars of a mortgage or charge

395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

Please complete
legibly, preferably
in black type, or
bold block
lettering

To the Registrar of Companies

For official use

Company number

4077358

44

Name of company

* Rileys Limited (the "Company")

* insert full name
of company

Date of creation of the charge

✓ 14 December 2006

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

τ Supplemental legal charge between the Company and the Notes Agent (as defined below) (the "Charge") supplemental to and amending the Debenture (as defined below).

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

BDDF/383/AA90454/BD#-5430724v1

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

235
22/12/2006

Norton Rose

Amount secured by the mortgage or charge

All obligations or liabilities of any kind from time to time (whether they are (i) to pay money or perform (or not to perform) any other act; (ii) express or implied; (iii) present, future or contingent; (iv) joint or several; (v) incurred as a principal or surety or in any other manner; or (vi) originally owing to the person claiming performance or acquired by that person from someone else) incurred by the Company under or in connection with, as and when they become due for payment or discharge, the following documents each as from time to time amended, restated, novated or replaced however fundamentally (each a "Notes Document" and together the "Notes Documents"):

(a) the Charge;

(b) the indenture dated 30 June 2005 relating to £60,000,000 senior second secured floating rate notes due 2012 between, among others, Georgica plc (the "Parent") as issuer, various of its subsidiaries as guarantors including the Company, The Royal Bank of Scotland as notes agent (the "Notes Agent") and the Bank of New York, London Branch as trustee (the "Notes Indenture");

T+10

(c) the notes issued pursuant to the Notes Indenture;

(d) the notes intercreditor agreement dated 4 May 2005 between, among others, the Parent, various subsidiaries of the Parent, the Notes Trustee and the Notes Agent (as amended and restated pursuant to a supplemental deed dated 30 June 2005);

(e) the second ranking debenture dated 30 June 2005 between, among others, the Parent, the Company and the Notes Agent (the "Debenture");

(f) any other document creating or evidencing any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect from time to time created by or pursuant to the Debenture; and

(g) any other document designated as a "Notes Document" by the Parent and the Notes Trustee at any time,

(together the "Secured Obligations").

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

The Royal Bank of Scotland PLC, 135 Bishopsgate, London, EC2M 3UR (the "Security Trustee").

T

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations creates a legal mortgage in respect of the following property:

T+45

(a) the freehold property with the registered title LA498086 and address 189 and 191 Church Street, Blackpool,

Short particulars of all the property mortgaged or charged

together, in respect of the property, with any estate or interest in, and any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary attaching or relating to, that land and any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land.

2. The above property is charged on the same terms and conditions as the terms and conditions of the Debenture and the parties to the Charge have the same obligations towards and rights against each other under the Charge as they would have had under the Debenture if the property had been originally specified as a property in Schedule 2 (Land) of the Debenture.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose

Date 21 December 2006

On behalf of mortgagee/chargee

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04077358

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 14th DECEMBER 2006 AND CREATED BY RILEYS LIMITED FOR SECURING ALL SUMS DUE OR TO BECOME DUE FROM THE COMPANY ON ANY ACCOUNT WHATSOEVER 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 22nd DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2007.

[Handwritten signature]



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES