

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.



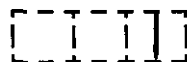
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04889687

Name of company

* Camdene Estates Limited

Date of creation of the charge

24th October 2003

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

DEBENTURE

Amount secured by the mortgage or charge

ALL MONIES OBLIGATIONS AND LIABILITIES WHATSOEVER WHETHER FOR PRINCIPAL
INTEREST OR OTHERWISE IN WHATEVER CURRENCY BOTH PRESENT AND FUTURE

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

ANGLO IRISH PROPERTY LENDING LTD
10 OLD JEWRY LONDON EC2R 8DN

Postcode

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

GORDONS
WINTER HILL HOUSE
MARLOW REACH STATION
APPROACH MARLOW BUCKS
SL7 1NT DX145320 MARLOW 2

SMB/15821

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

All that freehold property and land known as 49 Shirley High Street
Southampton SO15 3NN as the same is registered at HM Land Registry with
absolute title under title number HP203840

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

28/10/03

On behalf of ~~XXXXX~~ [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

Particulars of a mortgage or charge (continued)

CHFP025

Please do not
write in this
binding margin

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

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

Company Number

04889687

Name of Company

Camdene Estates Limited

Limited*

* delete if
inappropriate

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

3 Charge

3.1 The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank (for itself and any Bank Group company):

(a) by way of legal mortgage all right title estate and other interests of the Borrower in each of the Properties referred to in Schedule 1;

(b) by way of fixed charge:

(i) all right title estate and other interests of the Borrower in each of the Properties not effectively mortgaged under clause 3.1(a);

(ii) all the right, title and interest of the Borrower to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Borrower and not charged in paragraph (a) and all related spare parts fuels equipment and tools;

(iii) all rights in Intellectual Property or similar rights now or hereafter belonging to the Borrower;

(iv) all present and future goodwill and uncalled capital for the time being of the Borrower;

(v) all the present and future right title and interest of the Borrower in the Securities;

(vi) all bills of exchange promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Borrower;

(vii) all the right title and interest of the Borrower to and in the Debts and the benefit of all rights securities and guarantees of any nature whatsoever now or at any time enjoyed or held by the Borrower;

3.2 The Borrower with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank by way of fixed charge all Rental Income present or future and whether payable now or in the future and the proceeds of any sale lease or other disposition of the Properties and all rights and claims of the Borrower against all lessees, sub-lessees, licensees or occupiers of the Properties and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Properties now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Bank as a mortgagee in possession.

3.3 The Borrower shall at any time on written demand by the Bank procure that the Rental Income shall be paid directly to its account with the Bank (or such other account as the Bank may from time to time direct) and the Borrower shall forthwith upon any such demand so instruct its lessees and occupiers of the Properties by notice in writing. Following any such demand until such payment the Borrower shall hold all Rental Income on trust for the Bank.

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

3.4 The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities assigns absolutely to the Bank:

(a) the benefit to the Borrower of all rights and claims to which the Borrower is now or may in the future become entitled in relation to the Properties including (but without limitation) all rights and claims of the Borrower against all persons who now are or who at any time have been or may become lessees sub-lessees licensees or occupiers of the whole or any part or parts of the Properties and all guarantors and sureties for the obligations of any such person;

(b) the benefit to the Borrower of all guarantees warranties and representations given or made by, and any rights or remedies to which the Borrower is now or may in the future be entitled against, all or any professional advisers and contractors in relation to the design construction inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise and the benefit of all sums recovered in any proceedings against all or any of such persons;

Provided that if the Secured Liabilities shall be paid or discharged to the Bank's satisfaction in accordance with the provisions of this Debenture and provided further that the Bank is satisfied that it has no further obligation whether actual or contingent to make any credit or accommodation available to the Borrower then the Bank shall, subject to the provisions of clause 20, at the request and cost of the Borrower reassign all such assets to the Borrower or as the Borrower may direct.

3.5 The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank by way of floating charge all the undertaking and all the assets, rights and income of the Borrower both present and future not otherwise effectively mortgaged charged or assigned under clause 3.1 or clause 3.2 or 3.4

3.6 The charges created by clause 3.1 or 3.2 or 3.4 shall constitute first fixed charges. The charge created by clause 3.5 shall be a first floating charge unless and until it is converted into a fixed charge pursuant to clause 5 or by operation of law.

3.7 The Borrower covenants to join with the Bank in giving notice of the assignments contained in clause 3.4 to all other relevant parties and to procure an acknowledgement of such notice from them.

3.8 If for any reason the assignment of any of the Security Assets referred to in clause 3.4 is found to be ineffective and/or if any sums payable in respect of such Security Assets are received by the Borrower, the Borrower shall hold the benefit of such Security Assets and any such sums received by it in trust for the Bank and shall account to the Bank for or otherwise apply all such sums as the Bank may direct and shall otherwise at its own cost take such action and execute such documents as the Bank may reasonably require.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04889687

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th OCTOBER 2003 AND CREATED BY CAMDENE ESTATES LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH PROPERTY LENDING LTD ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st OCTOBER 2003.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES