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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.

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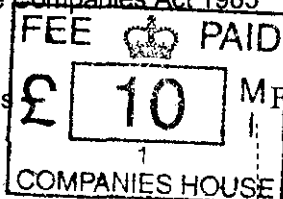
Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHFP025

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

To the Registrar of Companies



For official use

Company Number

5158255

Name of company

Redington Estates Limited (the **Company**)

*Insert full name of
company

Date of creation of the charge

18 August 2004

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

A debenture made between the Company and Coutts & Company (the **Debenture**)

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses (the **Company's Obligations**)

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

Coutts & Company, 440 The Strand, London, WC2R 0QS (the **Bank**)

Please return

via

CH London Counter

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

Denton Wilde Sapte
One Fleet Place
London
EC4M 7WS

ASC/71501.00001
6792929.01

For official use

Mortgage Section

Post room



LD2
COMPANIES HOUSE

0435
25/08/04

Time critical reference

1 Charges

- 1.1 In the Debenture, as a continuing security for the discharge of the Company's Obligations and with full title guarantee, the Company charged to the Bank:
- (a) by way of legal mortgage all the freehold and leasehold property vested in or charged to the Company at the date of the Debenture including any Registered Land;
- (b) by way of fixed charge all estates or interests in any freehold and leasehold property at the date of the Debenture and thereafter vested in or charged to the Company except the property charged as described in paragraph 1.1(a) above;

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Denton Liddle Sapte Date 24 August 2004

On behalf of the chargee

☐ 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 made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

- (c) by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
- (d) by way of fixed charge all the plant and machinery vehicles and computer equipment of the Company at the date of the Debenture and thereafter not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
- (e) by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company at the date the Debenture and thereafter not regularly disposed of in the ordinary course of business;
- (f) by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
- (g) by way of fixed charge all the goodwill and uncalled capital of the Company at the date of the Debenture and thereafter;
- (h) by way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same;
- (i) by way of fixed charge all stocks shares and other securities of the Company at the date of the Debenture and thereafter (except those charged as described in paragraph 1.1(h) above) and all income and rights derived from or attaching to the same;
- (j) by way of fixed charge all Intellectual Property Rights, choses in action, licences, and claims of the Company at the date of the Debenture and thereafter and the insurance policies and proceeds of any insurance from time to time affecting the Property ("Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names);
- (k) 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 Bank or any third party;
- (l) by way of fixed charge all book debts and other debts of the Company at the date of the Debenture and thereafter and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Debenture;
- (m) by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Debenture provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time;
- (n) by way of fixed charge all of its rights and benefit under any agreement relating to the acquisition of any freehold or leasehold property by the Company or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Debenture or thereafter in existence in relation to any freehold or leasehold property, including all rights and remedies available to it against such persons;
- (o) by way of fixed charge the benefit, to the extent vested in the Company, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to any freehold or leasehold property, including all rights and remedies available to it against

such persons.

1.2 In the Debenture, as a continuing security for the discharge of the Company's Obligations and with full title guarantee, the Company also:

- (a) assigned to the Bank by way of security all of its rights and benefit under any lease, agreement for lease or other occupational tenancy agreement in relation to any freehold or leasehold property owned by the Company;
- (b) charged to the Bank by way of floating charge all the undertaking and all property assets and rights of the Company at the date of the Debenture and thereafter not subject to an effective fixed charge or assignment under the Debenture.

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

2 Restrictions

In the Debenture the Company undertook that it will not without the previous written consent of the Bank:

- (a) create or permit to arise any mortgage charge or lien on the Property;
- (b) dispose of the Property charged as described in paragraphs 1.1(a) to 1.1(m) above (inclusive);
- (c) deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular that the Company will not realise its book debts and other debts by means of block discounting factoring or the like;
- (d) dispose of the Property charged as described in paragraph 1.1(n) above other than in the ordinary course of business;
- (e) 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.

3 Further Assurance

In the Debenture the Company undertook that it will at its own cost at the Bank's request forthwith do all acts and things to execute in favour of the Bank, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Bank may require, in such form as the Bank may require, in order to:

- (a) perfect the security created by the Debenture or further to secure on the Property the Company's Obligations; or
- (b) facilitate the realisation of all or any of the Property and exercise all of the rights and powers conferred on the Bank, any Receiver, any administrator or any delegate for the purpose of such realisation or in connection with such realisation.

4 Definitions

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

Expenses means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred.

Interest means interest at the rate(s) charged to the Company by the Bank from time to time.

Property means the whole and any part of the undertaking property and assets of the Company charged as described in paragraph 1 of this Form 395.

Receiver is defined in the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05158255

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th AUGUST 2004 AND CREATED BY REDINGTON ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO COUTTS & CO ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th AUGUST 2004.

DP-LC



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES