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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 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

CHFP004

Please do not write in this margin

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

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

For official use

Company number



06092347

* insert full name of Company

Name of company

. THAMES RIVERSIDE LIMITED

Date of creation of the charge

4 JUL 2008

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

Debenture

Amount secured by the mortgage or charge

7

All present and future liabilities and obligations of Thames Riverside Limited ("the Company") to the Chargee under the Loan Agreement (as defined) ("the Secured Liabilities")

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

Praxis Nominees Limited, Sarnia House, Le Truchot, St Peter Port, Guernsey acting as agent for and on behalf of
The Flight and Partners Recovery Fund Limited/a Guernsey closed ended registered fund registered with number 48444
PO Box 296, St Peter Port, Guernsey GY1 4NA ("the Chargee")

Presenter's name address and reference (if any)
Howes Percival LLP
51 Colgate, Norwich, Norfolk,
NR3 1DD
DX 5280 NORWICH
Ref: RPC

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY

A25 10/07/2008 290
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges in favour of the Chargee, as security for the payment and discharge of all the Secured Liabilities

4.1 by way of first legal mortgage, all estates or interests in any freehold or leasehold property wherever situate now belonging to it ("the Mortgaged Property");

4.2 by way of first fixed charge

4.2.1 (to the extent not effectively mortgaged pursuant to paragraph 4.1) all present and future estates or interests in any freehold or leasehold property (wherever situate) belonging to it,

4.2.2 all plant, machinery, equipment and computers (and all related spare parts, replacements and additions) (together, "Plant and Equipment") now or in the future owned by the Company and its right, title and interest in and to any Plant and Equipment in its possession but excluding any Plant and Equipment for the time being forming part of the Company's stock-in-trade or work-in-progress,

4.2.3 its present and future right, title and interest in and to all stocks, shares, debentures, bonds or other securities (together, "Charged Shares"),

4.2.4 its present and future right, title and interest in and to all stocks, shares, warrants, rights, benefits, entitlements, money and any other assets (including, without limitation, any credits, rebates or refunds in respect of any taxes imposed from time to time) accruing, offered, issued, arising from or attaching to the Charged Shares or any of them and whether by way of redemption, purchase, exchange, bonus, preference, option, substitution, conversion, consolidation, sub-division, dividend, other distribution, interest or otherwise howsoever (together with the Charged Shares, "Charged Securities");

Please do not write in this margin

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

note of
£
1
95

Particulars as to commission allowance or discount (note 3)

NA

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

Signed

A. V. a

Date

4/7/08

On behalf of Chargee

Notes

+delete as appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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

Please do not
write in this
binding margin
CHFP004

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

Company number

06092347

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

Name of company

THAMES RIVERSIDE LIMITED

~~limited~~*

* delete if
inappropriate

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

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

Please do not
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binding margin

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

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

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

Short particulars of all the property mortgaged or charged (continued)

Please do not
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binding margin

Please complete
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bold black
lettering

4.2 5 all book and other debts and other moneys and all rent and other amounts due from occupational tenants of the Mortgaged Property from time to time due, owing, payable or incurred to it (together, "Book and Other Debts") and the benefit of all rights, securities, indemnities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto (including, without limitation, bills of exchange, promissory notes, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and all similar and associated rights),

4.2 6 all moneys for the time being and from time to time standing to the credit of each of its accounts with any person and the debt or debts represented thereby,

4.2 7 its present and future goodwill and uncalled capital,

4.2 8 the benefit of all present and future licences, permits, consents and authorisations (statutory or otherwise) held in connection with its business or the use or exploitation of any of the other Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,

4.2 9 all licences, patents, copyrights, rights in the nature of copyright, trade marks, service marks, design rights, designs, computer software, trade secrets, know-how, brand and trade names and rights in confidential information now or at any time belonging to it (in each case, whether registered or not and including all goodwill associated therewith and all applications for any of the aforesaid) (together, "Intellectual Property Rights");

4.2 10 all of its rights and interests in all contracts and policies of insurance and assurance (of whatever nature) which are from time to time taken out or effected all claims and all returns of premiums in respect thereof,

4.2 11 all vehicles now or in the future belonging to the Company and all vehicles now or in the future hired, leased or rented by the Company to any other person subject to and with the benefit of (in each case) the relevant hiring, leasing or rental agreement and any guarantee, indemnity or other security for the performance of any liabilities or obligations of any person under or in respect of such agreement;

4.2 12 any beneficial interest, right, claim or entitlement of the Company in any pension fund,

4.2 13 all amounts realised upon the enforcement or execution of any order of the court under sections 238, 239 or 244 of the Insolvency Act 1986,

4.2 14 the benefit of all rights and claims to which the Company is now or may hereafter become entitled under any building contract and all guarantees, warranties and representations given or made by and all rights and remedies against any building contractor at any time engaged in relation to all or any part of the Mortgaged Property including any liquidated and ascertained damages under any such contract and all invoices, fees, notes, bills, documents and papers in respect thereof and (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any buildings forming part of the Mortgaged Property or to the quality or fitness for use of any part of the Mortgaged Property or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons, and

4.2 15 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the professional advisers now or at any time engaged by the Company in relation to the other Security Assets and the manufacturers, suppliers or installers of all Fixtures and any other person now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any of the said buildings or to the quality or fitness for such of such Fixtures and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons,

4.3 by way of first floating charge (unless and until crystallised into a fixed charge pursuant to clauses 4.3 or 4.4 of the Debenture or by operation of law), all its undertaking and assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraphs 4.1. or 4.2



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 6092347
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 JULY 2008
AND CREATED BY THAMES RIVERSIDE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO PRAXIS NOMINEES LIMITED ACTING AS AGENT
FOR AND ON BEHALF OF THE FLIGHT AND PARTNERS
RECOVERY FUND 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 10 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JULY 2008

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES