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CHFP004

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

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

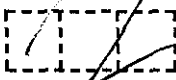
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02570616

395

Name of company

* BROCKHAMPTON HOLDINGS LIMITED

Date of creation of the charge

26TH MARCH 2003

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

DEBENTURE

Amount secured by mortgage or charge

All monies and all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company and all amounts which may become payable or for which the Company may become liable under the Debenture and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank or any receiver in relation to the Company or all or any part of any property assets or rights charged by the Debenture on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by the Bank arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Debenture or any document, arrangement or agreement between the Company and the Bank or any disclaimer of any of the Company's contracts, agreements or arrangements or any of the Company's liabilities or obligations to the Bank, and also interest on the foregoing to the date of payment

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

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 36 QUEEN STREET
LONDON

Postcode EC4R 1HJ

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

GLANVILLES
DX40819
FAREHAM
REF SCR

For official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See Attached

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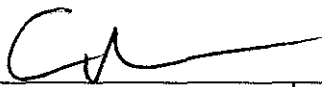
Please complete
legibly, preferably in
black type, or bold
block lettering

Particulars as to commission allowance or discount (note 3)

NIL

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

Signed



Date 8TH APRIL 2003

On behalf of [company] ~~[delete as appropriate]~~[†]

[†] 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:-

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

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

Company number

02570616

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

Name of company

BROCKHAMPTON PROPERTY INVESTMENTS HOLDINGS
Limited *

* delete if
inappropriate

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

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

Please do not
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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)

Please do not write
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Please complete
legibly, preferably in
black type or bold
block lettering

Firstly - All the freehold or leasehold property described in the First Schedule thereto and all buildings, structures, fixtures (included trade fixtures) and fixed plant, machinery and equipment from time to time thereon

Secondly - All future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon

Thirdly - All present and future goodwill and connection of all businesses carried on by or on behalf of the Company any patents trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company

Fourthly - All book debts and other debts and all monies whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, right of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company

Fifthly - All shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages

Sixthly - All the right, title and interest of the Company to and in any proceeds of any present or future insurances

Seventhly - The undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future.

The Charge thereby created shall as regards the property firstly, secondly, thirdly, fourthly, fifthly and sixthly described be a first fixed charge (and as regards all those parts of the property firstly and secondly described now or hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property seventhly described and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge shall be a floating charge but so that the Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or affect any part of the property herein described ranking either in priority to or pari passu with the charge thereby created or which will rank after the charge contained 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. 02570616

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th MARCH 2003 AND CREATED BY BROCKHAMPTON HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 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 9th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th APRIL 2003.

DX^c



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES