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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3111

20x351/195
04313995

Name of company

Domain North Road Management Limited (the "Charging Company")

Date of creation of the charge

15 May 2006

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

Deed of Accession and Charge dated 15 May 2006 between, amongst others, the Charging Company in favour of The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)) (the "Accession Deed") to a Debenture (as defined in the attached Schedule).

Amount secured by the mortgage or charge

See part II of the attached Schedule.

References to any Finance Document includes references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made under such document.

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

The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)), 21-23 Hill Street, London

Postcode W1J 5BW

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

MED/19558.06051/1655130.1

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

LD5 *LROBLFG1* 311
COMPANIES HOUSE 26/05/2006

Short particulars of all the property mortgaged or charged

See Part III of the attached Schedule.

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.

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)

Not applicable

Signed

LoweMS

Date

26 May 2006

Solicitors

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR DOMAIN NORTH ROAD MANAGEMENT LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Accession Deed unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below:

"Account Bank" means The Governor and Company of the Bank of Scotland or such other bank as the Security Agent may from time to time specify.

"Agent" means The Governor and Company of the Bank of Scotland acting as agent for the Finance Parties including any successor appointed by the Finance Parties pursuant to the Finance Documents.

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them.

"Beneficiary" means the Finance Parties and each Hedge Counterparty.

"Chargor" means each company named in Part V (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a Deed of Accession and Charge to the Debenture.

"Collection Account" means the Charging Company's account with an Account Bank into which the Charging Company is required by the Security Agent to pay its Receivables.

"Debenture" means the guarantee and debenture dated 15 May 2006 between (1) the Chargors (as defined therein) and (2) The Governor and Company of the Bank of Scotland (as Security Agent as agent for the Beneficiaries).

"Deed Date" means 15 May 2006.

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any of the Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or substitution for any of the Investments;

"Facility Agreement" means the interim facility agreement dated 15 May 2006 between Liberty Living Properties Limited (as the Company), the Original Borrowers, the Original Guarantors (each as defined therein) and The Governor and Company of the Bank of Scotland as Arranger, Underwriter, Agent, Security Agent and in certain other capacities.

"Finance Documents" means the Debenture, the Accession Deed, the Facility Agreement, the Subordination Deed and each Security Document, each Hedging Agreement and any other document designated as a **"Finance Document"** by the Security Agent.

"Finance Party" means the Agent, the Security Agent, the Arranger, the Underwriter, the lenders, any issuing bank, any ancillary lender and a group of banks, financial institutions, trusts, funds or other persons which become Lenders pursuant to Clause 25 (*Changes to Parties*) of the Facility Agreement.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 4.1 (*Fixed security*).

"Group" means the Parent and each of the Obligor.

"Guarantor" means any Chargor insofar only as it covenants and guarantees under Clause 2.2 (*Covenant to pay*) to pay or discharge indebtedness due or owing by the other Chargors to the Finance Parties and **"Guarantors"** and **"Guarantee"** shall be construed accordingly.

"Hedge Counterparties" means any person which becomes a hedge counterparty or provides any hedging facilities in respect of the Facility provided under the Facility Agreement from time to time.

"Indebtedness" means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges.

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xi) to (xv) inclusive of Clause 4.1 (*Fixed security*).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Lenders" means the banks and financial institutions listed in Schedule 4 (*Details of the Lenders*) of the Facility Agreement, and (with effect from an assignment or transfer being effected to it in accordance with Clause 27 (*Transfer by a Beneficiary*) of the Facility Agreement) each permitted assignee or transferee.

"Obligor" means a Borrower, a Chargor or a Guarantor.

"Parent" means Liberty Living Properties Limited, a limited liability company formed in the British Virgin Islands with registered office located at International Trust Building, Road Town, Tortola, the British Virgin Islands with registered number 689324.

"Receivables" means all the Charging Company's sums of money receivable by it at the Deed Date or in the future consisting of or payable under or derived from any Asset described in Clause 4.1 (*Creation of fixed security*);

"Rental Income Account" means an account:

- (d) held in England by a member of the Group with the Agent or Security Agent;
- (e) identified in a letter between the Company and the Agent as a Rental Income Account; and
- (f) subject to fixed charge Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent (acting reasonably),

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"Security Agent" means The Governor and Company of the Bank of Scotland acting as security agent and trustee for the Finance Parties and includes any successor appointed by the Lenders pursuant to the Finance Documents.

"Security" includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Specified Intellectual Property" means the Intellectual Property (if any) listed in Part VII (*Specified Intellectual Property*).

"Specified Investments" means, in relation to the Charging Company, all Investments:

- (a) which at the Deed Date or in the future represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) which are at the Deed Date or in the future held in the name of the Security Agent or its nominee or to its order; or
- (c) the certificates for which are at the Deed Date or in the future deposited by such Charging Company with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"Subordination Deed" means the subordination deed dated 15 May 2006 between, amongst others, the Finance Parties, the Group and the Investors (as defined therein).

"Subsidiary" means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Part II

Amount secured by mortgage or charge

1. By Clause 2.2 (*Covenant to Pay*) of the Accession Deed, the Charging Company (as primary obligor and not merely as surety):
 - (a) covenanted with and undertook to the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents;
 - (b) guaranteed to the Security Agent (for and on behalf of the Beneficiaries) punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents;
 - (c) undertook with the Security Agent (for and on behalf of the Beneficiaries) that whenever another Chargor does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and
 - (d) indemnified the Security Agent (for and on behalf of itself and the Beneficiaries) immediately on demand against any cost, loss or liability suffered by that Beneficiary for any reason if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality).

Part III

Particulars of property mortgaged or charged

2. By Clause 3.1 (*Assignments*) the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Agent:
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
 - (b) all its rights, title and interest from time to time in respect of any hedging arrangements;
 - (c) all claims against all persons who are at the Deed Date or in the future the lessees, sub lessees, tenants or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - (d) the benefit of all guarantees, contracts, appointments, warranties and representations given or made to it by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures at the Deed Date or in the future attached to such Land; and

- (e) the benefit of all rights and claims to which it is now or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land.
3. By Clause 4.1 (*Fixed security*) the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent:
- (a) by way of legal mortgage, all Land in England and Wales vested in it at the Deed Date and registered at the Land Registry (if any) as described in Part VI (*Registered Land to be Mortgaged*) of this Schedule;
 - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Deed Date and not registered at the Land Registry;
 - (c) by way of fixed charge:
 - (i) all other Land which at the Deed Date, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Deed Date or in the future belonging to it;
 - (iii) all plant and machinery at the Deed Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4.1 (*Fixed security*);
 - (iv) all rental and other income and all debts and claims at the Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Securities which are at the Deed Date its property, including all proceeds of sale derived from them;
 - (vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (vii) all Derivative Rights of a capital nature at the Deed Date or in the future accruing or offered in respect of its Specified Investments;
 - (viii) all Derivative Rights of an income nature at the Deed Date or in the future accruing or offered at any time in respect of its Specified Investments;
 - (ix) all insurance or assurance contracts or policies at the Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Deed Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed;
 - (x) all its goodwill and uncalled capital for the time being;
 - (xi) all Specified Intellectual Property belonging to it (if any);

- (xii) all other Intellectual Property belonging to it at the Deed Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
 - (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
 - (xiv) the benefit of all agreements and licences at the Deed Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
 - (xv) all its rights at the Deed Date or in the future in relation to trade secrets, confidential information and know-how in any part of the world;
 - (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in paragraph 3(c) (xi) to (xv) above inclusive;
 - (xvii) all trade debts at the Deed Date or in the future owing to it;
 - (xviii) all other debts at the Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
 - (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
 - (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;
 - (xxi) any beneficial interest, claim or entitlement it has to any pension fund at the Deed Date or in the future;
 - (xxii) all rights, money or property accruing or payable to it at the Deed Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of Clause 4;
 - (xxiii) all moneys at any time standing to the credit of any Rental Income Account; and
 - (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.
4. By Clause 5 (*Creation of floating charge*), the Charging Company, with full title guarantee and with absolute warrandice in relation to any Asset situated in Scotland or otherwise governed by or subject to Scots Law, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:
- (a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Assignments*) above or charged by any fixed charge referred to in Clause 4.1 (*Fixed Security*) including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Debenture, and

- (b) without exception, all its Assets insofar as they are for the time being situated in Scotland, or otherwise governed by or subject to Scots law,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document).

Part IV

Covenants and Restrictions

5. By Clause 2 (*Accession by the New Chargor to the Principal Deed*) the Charging Company agreed to be bound by the terms of the Debenture and to perform all its obligations (whether as a Chargor or otherwise) under the Debenture with effect from the Deed Date as if it had been an original party to the Debenture.
6. By Clause 6.1 (*Collection Account*) of the Debenture, except where moneys are to be paid into the Rental Income Account in accordance with the terms of any other Finance Document, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
7. By Clause 6.3 (*No Derogation*) of the Debenture, the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.
8. By Clause 7 (*Negative Pledge and other restrictions*) of the Debenture, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security (as defined in the Facility Agreement)):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.
9. By Clause 11.2 (*Negative Covenants*) of the Debenture, the Charging Company agreed that without the prior written consent of the Security Agent it would not:
 - (a) save in the ordinary course of business, carry out any building work on its Land or make any structural alteration to any building on its Land or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land;

- (b) enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might adversely affect its value or the value of the security constituted by the Debenture over it;
 - (c) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so;
 - (d) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet or sublet in relation to its Land to the extent that it would be reasonably likely to materially adversely effect its value or the value of the Security constituted by the Debenture;
 - (e) make any election to waive the exemption under paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in its capacity as landlord of any Land;
 - (f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents; or
 - (g) share the occupation of its Land with any other person or agree to do so.
10. By Clause 12.2 (*Negative covenants*) of the Debenture, the Charging Company agreed that it shall not, without the prior written consent of the Security Agent:
- (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights;
 - (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to its Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance;
 - (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered; or
 - (d) amend the specification or drawings referred to in any granted patents.
11. By Clause 13.4 (*Negative Covenants*) of the Debenture, the Charging Company agreed with the Security Agent that it would not, without the prior written consent of the Security Agent:
- (a) consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied; or
 - (b) give an instruction for its uncertificated Specified Investments to be recertificated (or for its certificated Specified Investments to be converted into uncertificated form) without the Security Agent's prior written consent and shall ensure that on recertification the new certificates are delivered to the Security Agent immediately on their issue.

Part V

The Chargers

NAME	REGISTERED NUMBER
Liberty Living Properties Limited	689324
Liberty Living (Sheffield) Limited	391665
Coventry Properties Limited	470494
Liberty Park (Coventry) Limited	503629
Filbert Street Properties Limited	460895
One Leeds Properties Limited	485765
Liberty Court (Sheffield) Limited	391666
Liberty Living (Aberdeen) Limited	670297
Liberty House (Glasgow) Limited	670298
Liberty Park (Leeds) Limited	538280
Liberty Park (Leicester) Limited	538281
Liberty Living (Opportune) Limited	75976
Polhill Properties Limited	678957
Liberty Park Bedford Limited	678956
Liberty Square (Nottingham) Limited	431853
Liberty House (Manchester) Limited	685313
Liberty Park (Liverpool) Limited	398811
Liberty Living (Manchester RNCM) Limited	670299
Domain Atlantic Point Limited	03633307
Domain Atlantic Point Management Limited	03885187
Domain North Road Limited	04017775
Domain North Road Management Limited	04313995
Domain Navigation Road Limited	04302869

NAME	REGISTERED NUMBER
Domain West Street Limited	04330729
Domain West Street Management Limited	04992358
Domain Prescott Street Limited	03991475
Domain Prescott Street Management Limited	04637570
Domain Maindy Road Limited	04616092
Domain Maindy Road Management Limited	05591986
Domain Melbourne Street Limited	04616115
Domain Melbourne Street Management Limited	05234174
Domain Hanover Mills Limited	04314013
Domain Hanover Mills Management Limited	04828083

Part VI

**Registered Land mortgaged under Clause 4.1 (*Fixed security*)
of the Accession Deed.**

Description of Property	Name of Chargor/ Registered Proprietor	Title Numbers
Severn Point, North Road, Cardiff and land at the North Estate side of Blackweir Terrace, Cardiff	Domain North Road Management Limited	CYM74345

Part VII

Specified Intellectual Property

FILE COPY



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

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

COMPANY No. 04313995

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION AND CHARGE DATED THE 15th MAY 2006 AND CREATED BY DOMAIN NORTH ROAD MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES 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 26th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MAY 2006.

P. A.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —