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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

RBS 00
062864

395

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

For official use Company number

Name of company

*** HSBC TRUST COMPANY (UK) LIMITED**

("the Company")

1/2

106294

Date of creation of the charge

6TH MARCH 2001

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

Legal Charge between the Company and Clydesdale Bank Public Limited
Company ("the Bank")

Amount secured by the mortgage or charge

a) all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or any way whatsoever provided that the monies and liabilities which the Company covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Company and the Bank;

b) on a full and unlimited indemnity basis (i) all costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any receiver or receiver and manager for the time being appointed by the Bank under or by virtue of the Legal Charge
(See Continuation Sheet 1)

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

Clydesdale Bank Public Limited Company
30 St Vincent Place
Glasgow

Postcode **G1 2HL**Presentor's name, address and
reference (if any):

Howard Kennedy
19 Cavendish Square
London W1A 2AW
DX 42748 Oxford Circus North

For official use
Mortgage section

Post room

LD4
COMPANIES HOUSE0457
15/03/01Time critical reference
JB/015207.00010

Short particulars of all the property mortgaged or charged

1. by way of legal mortgage the Property (with the intent that the security constituted by the Legal Charge shall extend to and include the Company's full title interest in the Property or in the proceeds of sale thereof) subject only to the incumbrances (if any) referred to in the Second Schedule to the Legal Charge

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2. In the Legal Charge the Company covenants with the Bank:

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2.1 not without the prior consent in writing of the Bank to create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect any part of the Property;

2.2 not without the prior written consent of the Bank to grant or agree to grant any licence or tenancy affecting all or any part of the Property nor exercise the powers or leasing or agreeing to lease or of the accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in or in the proceeds of sale of the Property or any part thereof nor part with possession thereof.
(See Continuation Sheet)

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date 14th March 2001

On behalf of [company] [mortgagee/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 to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

Page 2

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Particulars of a mortgage or charge (continued)

Continuation sheet No **1**
to Forms Nos 395 and 410 (Scot)

Company number

106294

Please complete
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bold block lettering

Name of company

HSBC TRUST COMPANY (UK) LIMITED

Limited*

*Delete if
inappropriate

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

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(a "Receiver") in relation to the Legal Charge or the monies and liabilities which the Company covenants in the Legal Charge to pay and discharge ("the Secured Amounts") or any other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of the Legal Charge or with any proceedings by or against and perfecting of the Legal charge or with any proceedings by or against any third party relating to the property and any part thereof described or referred to in the First Schedule to the Legal Charge ("the Property") or to the security thereby constituted or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Legal Charge or any such other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings under the Legal Charge or under any such other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Legal Charge and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Property

(ii) all claims and liabilities whatsoever in respect of Value Added Tax or any similar tax

c) interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Legal Charge.

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

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

3. The property described or referred to in the First Schedule to the Legal Charge is:-

Short Description of the Property

The Freehold Property known as 405 Strand, London WC2

4. The incumbrances referred to in the Second Schedule to the Legal Charge are:- **None**

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00106294

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 6th MARCH 2001 AND CREATED BY HSBC TRUST COMPANY (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED COMPANY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th MARCH 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

----- for the record -----