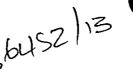
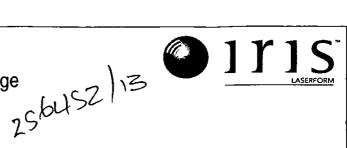
In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge





	A fee is payable with this form. We will not accept this form unless you send the correct fee Please see 'How to pay' on the last page			
•	What this form is for You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland What this form is NOT f You cannot use this form particulars of a charge fo company To do this, ple form MG01s A39	*A00Q1MQW* 22/12/2011 #358		
1	Company details	Por official use		
Company number	0 0 3 7 6 4 5 8	Filling in this form Please complete in typescript or in		
Company name in full	Gascoyne Holdings Limited (the "Mortgagor")	bold black capitals		
		All fields are mandatory unless specified or indicated by *		
2	Date of creation of charge			
Date of creation	d d m1 m2 y2 y 0 y 1 y 1			
3	Description			
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'			
	A charge granted by the Mortgagor and the 1988 Trustees charging to C Hoare & Co (the "Bank") their right title and interest to the unregistered property (the "Property") known as Talbot House, 97-99 St Martin's Lane, London WC2 (the "Charge")			
4	Amount secured			
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if		
Amount secured	All moneys and liabilities in any currency which may at the date of the Charge or at any time in the future be owing or incurred by the Borrower to the Bank on any account or in any manner (whether actual or contingent, alone or jointly with another or others, as principal or as surety) together with the Bank's charges and commission, Interest and Expenses ("Borrower's Liabilities")	you need to enter more details		

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Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)			
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details		
Name	C Hoare & Co (the "Bank")	,		
Address	37 Fleet Street, London			
Postcode	EC4P4DQ			
Name				
Address				
Postcode				
6	Short particulars of all the property mortgaged or charged			
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details		
Short particulars	Subject to the Prior Charges (if any), the Mortgagor and the 1988 Truste charge to the Bank their right, title and interest to (a) the Property, and (b) the proceeds of sale of the Property, and (c) the proceeds of any insurance from time to time affecting the Prassecurity for the repayment of the Borrower's Liabilities The Charge (a) shall be a continuing security and shall not be considered as sa intermediate payment or settlement of the whole or any part of the and (b) is in addition to any other security held by the Bank at the date of in the future for the Borrower's Liabilities RESTRICTIONS ON MORTGAGES, LEASES ETC. The Mortgagor, the 1988 Trustees and each of the Freehold Trustees we written consent of the Bank (a) create or permit to arise any mortgage, charge or lien of, on or of the grant or accept a surrender of any lease, tenancy or licence of the sell or otherwise dispose of or part with or share possession or of the sell or otherwise dispose of or part with or share possession or the sell or otherwise dispose of or part with or share possession or the sell or otherwise dispose of or part with or share possession or the sell of the sell or otherwise dispose of or part with or share possession or the sell or otherwise dispose of or part with or share possession or the sell or otherwise dispose of or part with or share possession or the sell of the sell of the sell or otherwise dispose of or part with or share possession or the sell of the s	d as satisfied or discharged by any part of the Borrower's Liabilities, a date of the Charge or at any time stees will not without the prior on or over the Property, or noe of or relating to the Property, or noe of or relating to the Property, or		

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Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional.

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance NIL or discount

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

Signature

Please sign the form here

Signature

Signature

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge

Presenter information	Important information	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the	Please note that all information on this form will appear on the public record.	
original documents. The contact information you give will be visible to searchers of the public record.	How to pay	
Contact name Helena Miller	A fee of £13 is payable to Companies House in respect of each mortgage or charge.	
Charles Russell LLP	Make cheques or postal orders payable to 'Companies House'	
Address 5 Fleet Place	™ Where to send	
Post town London	You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:	
County/Region	For companies registered in England and Wales	
Postcode E C 4 M 7 R D	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
Country United Kingdom	For companies registered in Scotland:	
ox 19 Chancery Lane	The Registrar of Companies, Companies House,	
Telephone 020 7203 5000	Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1	
✓ Certificate	or LP - 4 Edinburgh 2 (Legal Post)	
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank	For companies registered in Northern Ireland: The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,	
✓ Checklist	Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
We may return forms completed incorrectly or with information missing.	Further information	
Please make sure you have remembered the following: The company name and number match the information held on the public Register You have included the original deed with this form You have entered the date the charge was created You have supplied the description of the instrument You have given details of the amount secured by the mortgagee or chargee You have given details of the mortgagee(s) or person(s) entitled to the charge You have entered the short particulars of all the property mortgaged or charged You have signed the form You have enclosed the correct fee	For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	

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MG01 - continuation page

Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS

In the Charge the following terms and expressions have the following meaning

1988 Trustees:

Lord Charles Cecil, the Hon James Donald Diarmid Ogilvy and the

Mortgagor (together the "1988 Trustees"),

Borrower:

means Syros Investment Limited and Mysia Investment Limited in their capacity as the trustees of a settlement dated 20 April 1963 between the Right Honourable David Alexander Robert Earl of Crawfors KT (1) and the Honourable William Jocelyn Lewis Palmer and Richard Edward Osborne

Cavendish (2),

Expenses:

means all legal and other costs incurred by the Bank (on a full indemnity

basis) at any time in connection with

(a) the Property or the Borrower's Liabilities, or

(b) the taking or perfecting of the Charge, or

(c) the preserving, defending or enforcing of the security created by the

Charge, or

(d) the exercise of any power under the Charge or otherwise,

together with Interest on those costs from the date they are incurred,

Freehold Trustees:

the Most Hon Robert Michael James Marquess of Salisbury and the Hon

Robert Edward William Cecil,

Interest:

means interest at the rate or rates charged to the Borrower by the Bank from time to time or as agreed with or notified to the Mortgagor or in the absence of agreement or notification in accordance with the Bank's usual practice, calculated on a daily basis (notwithstanding any demand made or judgment obtained by the Bank) to the date of payment or discharge of the liability and compounded according to agreement or in the absence of

agreement according to the Bank's usual practice, and

Prior Charges:

means the charge or charges (if any) over the Property as set out in the

Charge



OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 376458 CHARGE NO. 27

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED 16 DECEMBER 2011 AND CREATED BY GASCOYNE HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO C.HOARE & CO. ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 22 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 DECEMBER 2011

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