

THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

47

M25 / 17 DEC 82 ✓

Please do not
write in this
binding margin

For official use

Company number

[I][M][I][9]

1315755

Name of Company

ROBIN SYMES

Limited*

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

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Debenture dated 16th December 1982.

Amount due or owing on the mortgage or charge

The balance which on any and every current or other Account of the Company with the bank shall for the time being be owing to the bank including interest commission law costs and other costs charges and expenses and all other obligations and liabilities to the bank matured and unmatured to which the Company is now or shall for the time being be subject either alone or jointly with any other company or person and whether as principal or surety and any costs and expenses incurred by the bank in relation to the Debenture.

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

HILL SAMUEL & CO LIMITED

REGISTERED OFFICE AT 100 WOOD STREET IN THE CITY OF LONDON.

Presenter's name, address and
reference (if any):

JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON WC1R 5HR

ReF: MSL

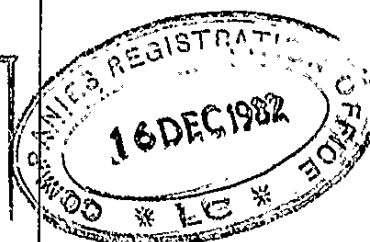
For official use

Mortgage section

Post room

REGISTERED

16 DEC 1982



Time critical reference

5440 17/12

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin

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

- A. Fixed charge over all present and future freehold and leasehold property together with all buildings trade and other fixtures and fixed plant and machinery from time to time thereon and all goodwill and uncalled capital for the time being of the Company.
- B. Fixed charge over all book debts and other debts now and from time to time due or owing.
- C. Floating charge over all undertaking property and assets of Company whatsoever and wheresoever both present and future.

The Company shall not be at liberty without the consent in writing of the bank to create any mortgage or charge upon or lien in any case or in any manner affecting the said undertaking property and assets ranking either in priority to or parri passu with the charge hereby created.

Particulars as to commission, allowance or discount (note 3)

Signed

A. Symes.

Date 16 December 1982

Designation of position in relation to the company

Notes

- 1 The original instrument creating the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95(1)). 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 copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (Section 95(3)). A certified copy of the instrument creating the charge will only be accepted where the property charged and the charge so created are both outside the United Kingdom (Section 95(3)) and in such cases the copy must be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company.
- 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the
and created by **ROBIN SYMES LIMITED**

16th December 1982

for securing all moneys now due, or hereafter to become due, or from time to time accruing
due from the company to **Hill Samuel & Co Limited**

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on
the **16th December 1982**

Given under my hand at Cardiff the **10 JAN 1983**

No. **1315755**

Assistant Registrar of Companies

Certificate and instrument received by

..... *J. A. S. Lewis*

..... *W.S.*

Date *13/1/83*

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

47Please do not
write in this
binding margin

For official use

Company number

M37/8MAY/LN

1315755

Name of company

ROBIN SYMES LIMITED

Limited*

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

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

/ 2nd May 1984 MORTGAGE

Amount due or owing on the mortgage or charge

- (1) The balance which on any and every current/or other account of the mortgage or with the Bank shall from time to time be owing to the Bank
- (2) All of the obligations and liabilities of the mortgagor to the Bank whether matured or unmatured and whether actual or contingent to which the mortgagor shall be subject

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

HILL SAMUEL & COMPANY LIMITED

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

Jaques & Lewis
2 South Square
Gray's Inn
London WC1R 5HR

Ref: NRJM/CD5
Tele: 01-242-9755

For official use
Mortgage section

REGISTERED

8 MAY 1984

Post room



Time critical reference

34/15

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin



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

Ground Floor
94 Jermyn Street
London SW1

Particulars as to commission, allowance or discount (note 3)

Signed Jaques & Lewis

Date 4.5.84

Designation of position in relation to the company Company Solicitors

Notes

- 1 The original instrument creating or evidencing the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95(1)). 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 or copy instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (Section 95(3)). A copy of the instrument creating the charge will be accepted where the property charged and the charge so created are both outside the United Kingdom (Section 95(3)) and in such cases the copy must be verified as a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company. A copy will also be accepted where Section 95(5) applies and Form 47c 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 of 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 2nd May 1984
and created by ROBIN SYMES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Hill Samuel & Company Limited

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on the
8th May 1984

Given under my hand at the Companies Registration Office,
Cardiff the 13 JUN 1984

No. 1315755

P. A. Hartley
E. A. HARTLEY
an authorised officer

Certificate and instrument received by

..... POST

..... 13/6/84

Date

C.69a

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M84/10 JUL LN

47

Please do not
write in this
binding margin

For official use

Company number

M 21

1315755

Name of company

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

ROBIN SYMES

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Legal Mortgage - 2nd July 1985

Amount due or owing on the mortgage or charge

The balance which on any and every current and/or
other account from time to time owing to the Bank
and all other obligations and liabilities of the
Mortgagor to the Bank

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

Hill Samuel & Co. Limited of

100 Wood Street London EC2

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

JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON WC1R 5HR

LVN/CD1/SYMES

For official use
Mortgage section

Post room

REGISTERED

10 JUL 1985



Time critical reference

P8770

DB
JT
5590
10/7

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin



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

DO NOT B/S

ALL THAT Leasehold property situate and known as
27739 Chatfield Road in the London Borough of
Wandsworth as the same is registered at H.M. Land
Registry with Leasehold Title Absolute under Title
Number: SGL.107476

Particulars as to commission, allowance or discount (note 3)

NONE

Signed Jacques Lewis Date 9th July 1985
Designation of position in relation to the company Solicitors.

Notes

- 1 The original instrument creating or evidencing the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 95 (1)). 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 or copy instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (section 95 (3)). A copy of the instrument creating the charge will be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified as a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company. A copy will also be accepted where section 95 (5) applies and form M47c 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 2nd July 1985
and created by ROBIN SYMES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Hill Samuel & Co. Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 10th July 1985

Given under my hand at the Companies Registration Office,
Cardiff the 28 AUG 1985

No. 1315755

Certificate and instrument received by

.....
.....

Date

R. M. Groves
R. M. GROVES

an authorised officer

M

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

M108/6MAR/LN

Pursuant to section 95 of the Companies Act 1948

~~M149/21FEB/LN~~

47

Please do not
write in this
binding margin

LAST DAY

For official use

Company number

M 2 2

1315755



Name of company

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

*delete if
inappropriate

8

ROBIN SYMES

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Legal Charge

DATED 13TH FEBRUARY 1986

Amount due or owing on the mortgage or charge

All monies due

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

Hill Samuel & Co. Ltd

19, St. James Square
S.W.1Y 4JQ.

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

MONAYN & CO
31, BEDFORD ROW
LONDON WC1R 7HE
JACQUES & LEWIS
2 SOUTH SQUARE
GRAYS INN
LONDON WC1R 5HR

Time critical reference

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0/3

For official use
Mortgage section

- 6 MAR 1986

REGD

2 FEB 1986

Post room



Post
To
5/5 MAR
1986

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin



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

Studio 409 Fulham Road
London S.W.6.

Title No. GNL 323118

TOGETHER WITH all moveable plant machinery implements
utensils furniture equipment and stocks of building
materials now or from time to time placed on or used in or
about the above mentioned property

Particulars as to commission, allowance or discount (note 3)

NIL

Signed

Ch. Spewasser

Date

13th February 1986

Designation of position in relation to the company ~~DIRECTOR~~/SECRETARY

Notes

- 1 The original instrument creating or evidencing the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 95 (1)). 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 or copy instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (section 95 (3)). A copy of the instrument creating the charge will be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified as a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company. A copy will also be accepted where section 95 (5) applies and form M47c 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.

M22



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 13th February 1986 and created by ROBIN SYMES LIMITED for securing all moneys due or to become due from the Company to the Chargee

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 6th March 1986

Given under my hand at the Companies Registration Office,
Cardiff the 13 MAR 1986

No. 1315755

S. Higgins

S. HIGGINS
an authorised officer

Certificate and instrument received by

.....Post.....

Date13.3.86.....

C.69

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this margin

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

M29 11 137 C BR.

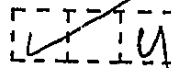
Please complete
legibly, preferably
in black type or
bold block
lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company



1315755

*

ROBIN SYMES LIMITED

Date of creation of the charge

9th JULY 1990

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

ALL MONIES NOW DUE OR HEREAFTER TO BECOME DUE OR FROM
TIME TO TIME ACCRUING DUE FROM THE COMPANY TO HILL
SAMUEL BANK LIMITED ON ANY ACCOUNT WHATSOEVER

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

HILL SAMUEL BANK LIMITED

19 ST JAMES'S SQUARE

LONDON

Postcode

SW1Y 4JQ

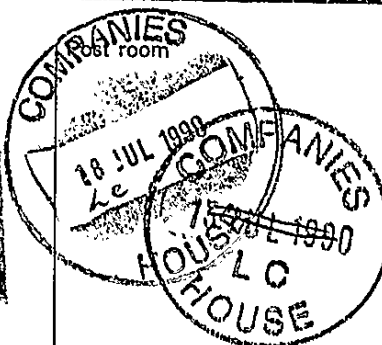
Presenter's name, address and
reference (if any):

Post 197
JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON
WC1R 5HR
LVN/CD1/TAT

Time critical reference

For official use
Mortgage section

18 JUL 1990



Short particulars of all the property mortgaged or charged

GROUND FLOOR 94 JERMYN STREET AND FIRST AND PART
SECOND FLOORS @ ORMOND YARD LONDON SW1

Please do not
write in
this margin

Charge by way of floating security all moveable plant machinery
implements utensils furniture equipment and stocks of building materials
now or from time to time placed on or used in or about the Mortgaged
Property with the discharge on demand of all monies costs and interest.
The goodwill of the business carried on by the Mortgagor at the Mortgaged
property to hold the same unto the Bank absolutely subject to redemption
upon payment of all monies liabilities and interest thereby secured.

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Jaynes + Kuni

Date

12th July 1990

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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

1985 Edition
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6010503
* *

Companies M395

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 9th JULY 1990
and created by ROBIN SYMES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to HILL SAMUEL BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th JULY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 24th JULY 1990

No. 1315755

P. T. Davies
P. T. DAVIES

an authorised officer

C.69a

*Post
CP
24/7/90*

MPlease do not
write in
this margin

COMPANIES FORM No. 395

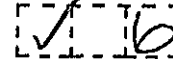
395**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type or
bold black
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number



1315755

M15

Name of company

* ROBIN SYMES LIMITED

Date of creation of the charge

13th October 1992

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

DEBENTURE DATED 13th October 1992

Amount secured by the mortgage or charge

- (i) The balance which on any and every current and/or other account of the Company with Hill Samuel Bank Limited ("the Bank") shall from time to time be owing to the Bank
- (ii) All other obligations and liabilities of the Company to the Bank whether matured or unmatured and whether actual or contingent to which the Company shall be subject (whether alone or jointly with any other person in whatever name style or form and whether as principal or surety)

(continued)

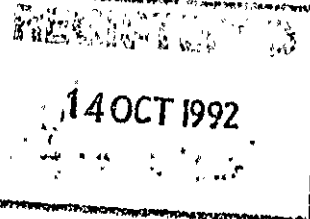
Names and addresses of the mortgagees or persons entitled to the charge

HILL SAMUEL BANK LIMITED,
100 WOOD STREET, LONDON,

Postcode EC2P 2AJ

16 OCT 1992

15/10

Presentor's name, address and
reference (if any):MANCHES & CO
ALDWYCH HOUSE
81 ALDWYCH
LONDON WC2B 4RP
REF: RXRFor official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

together with interest upon all the foregoing day by day to the date of repayment in full computed and compounded according to the usual practice of the Bank (as well as before any demand made or judgment obtained) commission discount proper legal costs (on a full indemnity basis) and other proper costs charges and expenses incurred by the Bank in connection with or incidental to the sums referred to in (i) and (ii) above and all matters arising therefrom incurred by the Bank in relation to the Debenture and/or enforcing the security thereby created together with interest in the manner and at the rate agreed with the Bank

- (a) by way of a first fixed charge all the freehold and leasehold property of the Company (whether or not registered at H M Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Yanchenko

Date 13. 10. 92

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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shephardess Walk, London N1 7LB

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5.89 F8728
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Companies M395

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
margin

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

Company number

1315755

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

Name of company

ROBIN SYMES LIMITED

Limited*

*Delete if
inappropriate

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

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

Please do not
write in this
margin

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

Please do not
write in this
margin

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

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

- (b) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon
- (c) by way of first fixed equitable charge all the Company's present and future equitable interest in any land or property or in the proceeds of sale thereof together with all buildings fixtures (including trade fixtures) and fixed plant and machinery now and from time to time hereinafter thereon including (but without prejudice to the generality of the foregoing) any interest arising under any contract or building agreement or other interest of whatsoever description in or over Land whereof the legal estate is vested in any other person and whether arising under any deed(s) or document(s) or arising by operation of law or equity
- (d) by way of first fixed charge all the Company's present and future goodwill and uncalled capital for the time being
- (e) by way of first fixed charge all the Company's right title and interest in and to:-
- (i) all policies of insurance and assurance (including proceeds of any insurance of any other Charge Assets to the extent that the same are not otherwise subject to a fixed charge under the Debenture);
 - (ii) all stocks shares and other profit sharing or other interest held by or belonging to the Company including (without prejudice to the generality of the foregoing) loan capital both present and future in and from any Subsidiary and/or in or from any other company or firm or consortium or joint venture or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of bonus dividend conversion redemption preference or option or otherwise in respect thereof

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
margin

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

1315755

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

Name of company

ROBIN SYMES LIMITED

Limited*

*Delete if
inappropriate

Description of the instrument creating 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 block lettering

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

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

(iii) registration of or applications for the registration of patents trade marks and registered designs, applications for registration of or in connection with inventions confidential processes and computer programs, copyright and other protectable rights and assets, know-how and other confidential information and any licences and permissions in connection with any of the matters aforesaid from time to time belonging to the Company and

(iv) (so far as the law allows) the benefit of all other licences owned or used by the Company issued by any person

(f) by way of first fixed charge all books debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge being hereinafter collectively called "restricted debts")

(g) by way of first floating charge all book debts and other debts other than the restricted debts now and from time to time hereafter due owing or incurred to the Company.

(h) by way of first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future

The Company shall not without the prior written consent of the Bank create or purport to create or allow or permit to subsist any mortgage or charge upon and so that no lien or pledge shall in any case or in any manner arise on or affect any part of the charged assets either in priority to or pari passu with the Charge created by the Debenture and further that the Company shall have no power without the Bank's prior written consent to deal with sell part with or dispose of the charged assets except those assets charged by way of floating charge only by way of sale in the ordinary course of its business and for the purpose of carrying on the same.

No debenture mortgage or charge shall be created by the Company (otherwise than in favour of the Bank) without the Bank's prior written consent and any such debenture mortgage or charge shall be expressed to be subject to the Debenture.



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

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

I hereby certify that a mortgage or charge dated the 13th OCTOBER 1992
and created by ROBIN SYMES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to HILL SAMUEL BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th OCTOBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 20th OCTOBER 1992

No. 1315755

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69a

M

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

m30c

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

To the Registrar of Companies

For official use

Company number

Name of company

[TIM]

1315755

* insert full name
of company

* ROBIN SYMES LIMITED

Date of creation of the charge

9TH DECEMBER 1992

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

Collateral Agreement made between Citibank, N.A. ("the Bank") and
the Company (2) ("the Collateral Agreement").

Amount secured by the mortgage or charge

Each and every liability, actual or contingent, which the Company
may now or hereafter have to the Bank (whether solely or jointly
and whether as principal or surety in some other capacity).

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

CITIBANK N.A.

41 BERKELEY SQUARE

LONDON

Postcode

W1X 6NA

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

NAME: SHILPA PATEL
CITIBANK N.A.
41 BERKELEY SQUARE
LONDON
W1X 6NA

For official Use
Mortgage Section

REGISTERED

24 DEC 1992

Post room

COMPANIES REGISTRATION
24 DEC 1992
LC OFFICE LC

Time critical reference

CHARGE

You hereby charge, by way of first fixed charge, in our favour all of the Scheduled Assets for the payment to us and the discharge of all of the Liabilities and your hereby agree that:-

Please do not write in this margin

Please complete legibly, prefer in black type, bold block letters

- (i) we are irrevocably authorised by you to apply at any time (without prior notice to you) amounts from time to time comprising the Cash Assets in or towards satisfaction of the payment to us and the discharge of all the Liabilities;
- (ii) we shall have no duty to account to you in respect of any Account referred to in the Schedule to part D of the Terms or any of the Cash Assets; and
- (iii) you have no right to withdraw any sum from any account relating to a Cash Asset Account without our prior written consent.

You hereby irrevocably authorise us, without prior notice to you, to:

- (i) place all or any part of the Assets with any clearance system; and/or
- (ii) vest all or any part of the Assets in our name or in the name(s) of any nominees or agents selected by us without being responsible in either case for any loss incurred by your as a result of (a) any negligence or default on the part of any such clearance system, nominee or agent and (b) the bankruptcy, insolvency, liquidation or equivalent event occurring to any such clearance system, nominee or agent.

CONTD

Particulars as to commission allowance or discount (note 3)

Signed

[Signature]

Date 22nd DECEMBER 1992

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.

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

- You hereby agree that the provisions of the security constituted by Part D of the Terms shall have priority over the terms of any Investment Agreement and, to the extent that the same may be in conflict with each other, that the provisions of the security constituted by Part D of the Terms shall prevail.
 - Insofar as all or any part of the Assets is/are held in or by any clearance system then (i) this Agreement shall (to the extent possible) take effect as a mortgage, pledge, lien or such other encumbrance (as is required by the laws of the jurisdiction in which such clearance system is situate or the laws by which such clearance system is regulated ("the Relevant Laws") so as to confer a first priority security interest therein for the payment to us and the discharge of all of the Liabilities and (ii) the account(s) in which all or any part of the Scheduled Assets is/are held in or by any clearance system may be opened in our name or in the name(s) of any nominees or agents selected by us. You will on demand take such action as may be necessary under the Relevant Laws to perfect such first priority security interest.
 - You hereby consent to our giving notice of the charge hereby created to the institutions with whom we may from time to time place sums for our account and risk.
 - In respect of Clients who are individuals only:
 - (A) You hereby agree that any allocated precious metal which is at any time held by us (or any person on our behalf) in any jurisdiction for you or on your behalf ("the Pledged Precious Metal") shall be pledged with payment to us and the discharge of all of the Liabilities. You hereby agree to indemnify us against the amount of any Value Added or other tax payable by us on account of the sale of any such precious metal.
 - (B) You hereby (i) assign to us all rights which you may at any time have to require any third party and (ii) charge by way or first fixed charge to us all rights which you may at any time have to require us to convert any present or future unallocated precious metal to allocated precious metal arising as a result of:
 - (a) any balance on any account relating to any precious metal established for any reason whatsoever in any jurisdiction:
 - (i) in your name with us; or
 - (ii) by us as agent for an undisclosed principal with any third party; and
 - (b) any spot or forward contract for the sale or purchase of precious metal entered into by us on your behalf;
- provided that upon payment to us and discharge of the Liabilities we shall at your cost without recourse or warranty re-assign the rights hereby assigned and release the charge referred to above.
- You hereby irrevocably authorise us, as may be agreed between us both, to amend the Schedule to Part D of the Terms so that it includes additional assets or excludes assets then charged to us.

CONTD

THE SCHEDULE TO PART D

1. ACCOUNTS

All sums from time to time standing to the credit of any accounts (other than current or chequing accounts) opened or maintained by the Bank for the Client at any time ("the accounts") and each deposit made by the Client with the Bank and all rights, benefits and proceeds thereof and any renewal or redesignation thereof.

2. INVESTMENT AGREEMENTS AND FIDUCIARY PLACEMENTS

All monies from time to time due or owing to the Client under and all deposits made pursuant to any investment agreement or any fiduciary placement under the Terms and from time to time entered into between the Client and the Bank (including any Contract) and all rights, benefits and proceeds thereof.

3. FOREIGN EXCHANGE AND INTEREST RATE CONTRACTS

All foreign exchange and interest rate contracts from time to time entered into between the Client and the Bank pursuant to Clause 4.2 of Part D or the Terms and all rights, benefits and proceeds thereof.

4. SECURITIES

All the Client's right, title and interest in and to:

- (a) all securities which are held by, to the order of, for the account of or under the control or direction of, the Bank;
- (b) all securities which are held by any clearance system on behalf of, for the account of or to the order of the Bank; and
- (c) all rights, benefits and proceeds attaching to or arising from or in respect of any of the securities referred to in (a) and (b) above.

5. PRECIOUS METALS

In the case of Client which are Corporations only, all the Client's right, title and interest in and to:

- (a) any allocated precious metal held by the Bank (or any person on its behalf) in any jurisdiction for or in respect of the Client;
- (b) any balance on any account relating to any precious metal established (whether on an allocated or unallocated basis) for any reason whatsoever in any jurisdiction:
 - (i) in the name of the Client with the Bank; or
 - (ii) by the Bank as agent for an undisclosed principal with any third party; and
- (c) any spot or forward contract for the sale or purchase of precious metal entered into by the Bank on behalf of the Client (including the proceeds of any such sale).

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 9th DECEMBER 1992
and created by ROBIN SYMES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to CITIBANK N.A.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 24th DECEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th JANUARY 1993

No. 1315755

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69a



COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* ROBIN SYMES LIMITED ("THE COMPANY")

18

1315755

Date of creation of the charge

17th December 1992

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

Debenture

Amount secured by the mortgage or charge

All monies which now are or at any time hereafter may be or become due or owing by the Company to Citibank, N.A. ("the Bank") on any account and all other liabilities, whether actual or contingent, now existing or hereafter incurred by the Company to the Bank (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) in whatever name, firm or style and whether as principal or surety) together with interest, discount, commission and other banking charges together with interest upon all the foregoing at the rate agreed between the Company and the Bank or, in the event of no such rate having been agreed, at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgment), such interest to be paid upon interest payment dates selected by the Bank in accordance with its usual practice and to be compounded with rests on such payments dates in the event of it not being duly and punctually paid. (continued)

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

Citibank, N.A.

41 Berkeley Square

London

Postcode

W1X 6NA

Presenter's name, address and
reference (if any): AGL
Field Fisher Waterhouse
41 Vine Street
London EC3N 2AA

For official use
Mortgage section

Post room

29 DEC 1992

Time critical reference

(A) by way of first fixed charge (which so far as it relates to land in England and Wales and Northern Ireland vested in the Company at the date hereof shall be a charge by way of legal mortgage) the following, namely:-

- (i) all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Company (including without limitation the registered land, if any, in England and Wales of which the Company is the registered proprietor specified or referred to above) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property;
- (ii) all book and other debts and monetary claims now or at any time hereafter due or owing to the Company, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims;
- (iii) all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (iv) the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the Directors of the Company or by a Receiver appointed hereunder or a liquidator);

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

(CONTINUED)

Particulars-as to commission allowance or discount (note 3)

Signed Ridd Pitha Walsh

Date 21st December 1992

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.

Page 2



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- (vi) all copyrights, patents and inventions and fees, royalties and other rights of every kind deriving from copyright, patents or inventions now or at any time hereafter belonging to the Company (hereinafter collectively referred to as "the Intellectual Property");
- (vii) all plant and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within (i) above); and
- (viii) all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract.

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

(B) by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively charged to the Bank by way of fixed charge by sub-clause (A) of this Clause or otherwise pursuant to this Debenture.

The Company shall not at any time without the prior written consent or agreement of the Bank:-

- (a) create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by operation of law) or other security interest of any kind, whether in any such case ranking in priority to or *pari passu* with or after the fixed and floating charges created by the Company under this Debenture or any other security of the Bank created pursuant to this Debenture; or
- (b) sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Company's undertaking or (save in the normal course of trading) of its assets, or enter into an agreement (otherwise than an agreement conditional upon the consent or agreement of the Bank being obtained) for any such sale, transfer, lease, loan or other disposal.

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

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

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 17th DECEMBER 1992
and created by ROBIN SYMES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to CITIBANK N.A.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 29th DECEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th JANUARY 1993

No. 1315755

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69a

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* ROBIN SYMES LIMITED ("THE COMPANY")

1315755

Date of creation of the charge

17th December 1992

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

Deposit Security Agreement ("the Deed")

Amount secured by the mortgage or charge

The payment and discharge of the secured obligations ("the Secured Obligations") being all the indebtedness of the Company arising under or in connection with the Loan Agreement made between the Company, Citibank, N.A. ("the Bank") and others, the Corporate Collateral Agreement between the Company and the Bank, the Debenture between the Company the Bank and the Deed all dated 17th December 1992.

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

Citibank, N.A.

41 Berkeley Square

London

Postcode

W1X 6NA

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

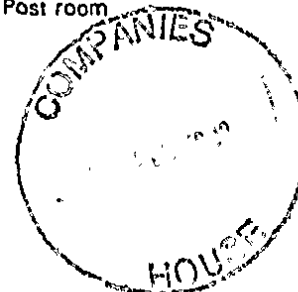
AGL

Field Fisher Waterhouse
41 Vine Street
London EC3N 2AA

For official use
Mortgage section

REGISTERED
29 DEC 1992

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

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write in
this margin

By the Deed the Deposit Accounts (as defined in the Deed as "Deposit Accounts") and any balance standing to the credit of each Deposit Account and any interest accrued on any such balances shall be held by the Bank as continuing security for the payment and discharge of (inter alia) the Secured Obligations. (continued).

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Ridd Riba Wata

Date

21st DECEMBER 1992

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.

Page 2



The Solicitors Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
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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. 1
to Forms Nos 395 and 410 (Scot)

Company number

1315755

Name of company

ROBIN SYMES LIMITED

Limited*

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

The Deed contains (inter alia) the following provisions:-

- (A) Neither of the Deposit Accounts, the balance from time to time standing to the credit of the Deposit accounts nor any interest accrued on any such balance (nor the Company's right, title and interest in or in the Deposit Accounts or any such balance or interest) shall be (or be capable of being) withdrawn, assigned, transferred or otherwise disposed of or encumbered (in each case, whether in whole or in part) except as specifically provided in the Deed or with the consent of the Bank.
- (B) The Deposits (as defined in the Deed as "Deposits") shall constitute security for (inter alia) the Secured Obligations and the Company irrevocably authorises the Bank to debit either Deposit Account at any time with any sum which is payable under the Deed, the said Loan Agreement, the said Corporate Collateral Agreement or the said Debenture and the Bank is irrevocably authorised, without prior notice to the Company at any time or times without restriction:-
- (i) the effect payments and withdrawals and to appropriate the whole or any part or parts of all or any of the Deposits in or towards payment or discharge of any or all of the Secured Obligations and for this purpose to combine or consolidate all or any of its then existing accounts (whether current, deposit, loan or of any other nature whatsoever) to which the Deposits are credited and set-off or transfer any sum or sums standing to the credit of any one or more such accounts or for which the Bank may be liable to the Company in or towards satisfaction of the Secured Obligations; and
- (ii) for the purposes of any such payment, withdrawal or appropriation to convert the whole or any part or parts of all or any of the Deposits, at the expense and risk of the Company, into any currency other than that in which the same is or are then held by the Bank.
- (C) The Bank may at any time without prior notice to the Company advance the dates of maturity of the whole or parts of all or any of the Deposits whereupon the same shall be deemed to have matured and become due and payable
- (D) The Company shall on demand do all such things as may be necessary or desirable or as the Bank may at any time reasonably require (i) for perfecting or protecting the Bank's security interest in the Deposit Accounts or the priority of such security interest or (ii) for facilitating the disposal of such security interest or the exercise of any rights vested in the Bank and (without prejudice to the generality of the foregoing) execute all transfers and other documents as may be necessary or desirable or as the Bank shall reasonably think fit.
- (E) The Company by way of security irrevocably appoints the Bank and any employee appointed by the Bank and any receiver appointed by the Bank severally, its attorney, on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:-
- (i) to do anything which the Company is obliged to do under the Deed and which it fails to do;
- (ii) generally in its name and on its behalf to exercise all or any of the rights conferred on the Bank in relation to the Deposit Accounts under the Deed.

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

Please do not
write in this
margin

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

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 17th DECEMBER 1992
and created by ROBIN SYMES LIMITED

for securing all moneys due or to become due from the Company to CITIBANK
N.A. UNDER THE TERMS OF THE LOAN AGREEMENT, THE CORPORATE COLLATERAL
AGREEMENT, THE DEBENTURE AND THE DEED ALL DATED 17th DECEMBER 1992

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 29th DECEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th JANUARY 1993

No. 1315755

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69

27
7/11

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

563C

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

To the Registrar of Companies

For official use

Company number

[1][0][]

1315755

* Insert full name
of company

Name of company

ROBIN SYMES LIMITED

I, DIRECTOR'S NAME Robin SYMES
of DIRECTOR'S ADDRESS 3 ORMOND YARD ST JAMES'S SW1.† Delete as
appropriate

ADP

[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been† Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

ADP

paid or satisfied in [full] [part] --

Date and Description of charge 16th December 1982 - DEBENTUREDate of Registrations 16th December 1982

ADP

Name and address of [chargee] [trustee for the debenture holders] HILL SAMUEL & CO. LIMITED
whose registered office is at 100 Wood Street, London, EC2P 2AJ§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged All of the Company's freehold and leasehold
property including goodwill as described in the Debenture.¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at MIRU & CO.
AMES HOUSE, 6 DUKE OF YORK STREET
LONDON SW1

Declarant to sign below

the 13th day of April

X DIRECTOR'S SIGNATURE X.

one thousand nine hundred and ninety-threebefore me A.J. PARKER

ADP

A.J. PARKER
A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Syms

21 JUL 1993

Presentor's name, address and
reference (if any):JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON WC1R 5HR
REF: 21795/25/AA

For official use

Mortgage section

Post room

REGISTERED

20 JUL 1993

20 JUL 1993

M

COMPANIES FORM No. 403a

403a**Declaration of satisfaction
in full or in part
of mortgage or charge**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

5000

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

To the Registrar of Companies

For official use

Company number

[3][0][]

1315755

* Insert full name
of company

Name of company

• ROBIN SYMES LIMITED

† Delete as
appropriate* Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.I, DIRECTORS NAME ROBIN SYMESof DIRECTORS ADDRESS 3 ORMOND YARD 5 JAMES'S SW1.[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the accountants]~~ ~~[the receiver]~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has beenpaid or satisfied in [full] ~~[part]~~Date and Description of charge 2nd July 1985 - Legal MortgageDate of Registrations 10th July 1985Name and address of [chargee] ~~[mortgagee]~~ ~~[debenture holder]~~ Hill Samuel & Co. Limited
of 100 Wood Street London EC2P 2AJ§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged 27/39 Chatfield Road Wandsworthas described in the Legal Mortgage¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at MIRRO & COAMES HOUSE6 DUKE OF YORK STREET, LONDON SW1the 13th day of Aprilone thousand nine hundred and ninety-threebefore me A. J. PARKERA. J. PARKER
~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~ having the powers conferred on a
Commissioner for Oaths

Declarant to sign below

* Director's Signature *
A. J. PARKER

R. Symes

21 JUL 1993

Presentor's name, address and
reference (if any):JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON
WC1R 5HR
(REF: AA/21795/25)

For official use

Mortgage Section

Post room

20 JUL 1993

20 JUL 1993

OYEZ The Solicitors' Law Stationery Society Ltd., Oyez House, 7 Spa Road, London SE16 300

Companies M403a

1987 Edition
991 F20804
5010408

M

COMPANIES FORM No. 403a

403a

Declaration of satisfaction in full or in part of mortgage or charge

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

561C

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

To the Registrar of Companies

For official use

Company number

[4][1][1]

1315755

* Insert full name
of company

Name of company

• ROBIN SYMES LIMITED

I, Director NAME ROBIN SYMES
of DIRECTORS ADDRESS 3 ORMOND YARD ST JAMES'S SW1.† Delete as
appropriate

AJP

[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been† Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

AJP

paid or satisfied in [full] [part]

Date and Description of charge: 13th February 1986 - Legal MortgageDate of Registration: 6th March 1986

AJP

Name and address of [chargee] [mortgagee] [debenture holder] Hill Samuel & Co. Limited
of 100 Wood Street London EC2P 2AJ§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged: Studio flat, 409 Fulham Road London SW10
together with all moveable plant etc. as described in the Legal MortgageAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declarant to sign below

Declared at: MIRO Y COAMES HOUSE6 DUKE OF YORK STREET LONDON SW1the 13th day of Aprilone thousand nine hundred and Ninety Threebefore me A.J. PARKERA Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a
Commissioner for OathsX Director: Robinson
AJP. Robinson
Robinson

21 JUL 1993

Presentor's name, address and
reference (if any):JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON WC1R 5HR

REF: AA/21795/25

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REGISTERED

20 JUL 1993

For official use

20 JUL 1993

M

COMPANIES FORM No. 403a

403a**Declaration of satisfaction
in full or in part
of mortgage or charge**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

562C

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

To the Registrar of Companies

For official use

Company number

[5][0][1][1]

1315755

* Insert full name
of company

Name of company

• ROBIN SYMES LIMITED

† Delete as
appropriate‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.§ The date of
registration may
be confirmed
from the
certificate¶ Insert brief
details of
propertyI, DIRECTOR'S NAME Robin Symes,of DIRECTOR'S ADDRESS 3 ORMOND YARD 5 JAMES'S SQ.[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in ~~[full]~~ [part]Date and Description of charge 9th July 1990 - LEGAL MORTGAGEDate of Registration 18th July 1990Name and address of [chargee] ~~[trustee for the debenture holders]~~ HILL SAMUEL BANK LIMITED
whose registered office is at 100 Wood Street, London, EC2P 2AJShort particulars of property charged Lease of Ground Floor, 94 Jermyn Street,
and First and Part Second Floors, 4 Ormond Yard, London, SW1 as described
in the Legal Mortgage.And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.MIRCO Co.
Declared at AMES HOUSE6 DUKE OF YORK STREET
LONDON SW1Y 6LJ.the 13th day of Aprilone thousand nine hundred and ninety-threebefore me A. J. PARKERA. J. PARKER
~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a~~
Commissioner for Oaths

Declarant to sign below

X Director's Signature
Asp. [Signature]
Symes

21 JUL 1993

Presentor's name, address and
reference (if any):JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON WC1R 5HR
REF: 21795/25/AA

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Mortgage section

REGISTERED

20 JUL 1993

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COMPANIES
REGISTERED

20 JUL 1993

OYEZ

The Solicitors' Law Stationery Society Ltd, Oyez House, 7 Spa Road, London SE16 3QC

Companies M403a

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COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[6][4][]

1315755

* Insert full name
of company

Name of company

• ROBIN SYMES LIMITED

I, DIRECTOR'S NAME ROBIN SYMESof DIRECTOR'S ADDRESS 3 ORMOND YARD ST AMES'S SW1† Delete as
appropriateAs [a director] [the secretary] [the administrator] [the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

As paid or satisfied in [full] [part]†

Date and Description of charge‡ 13th October 1992 - DEBENTUREDate of Registrations‡ 14th October 1992As Name and address of [chargee] [trustee for the debenture holders] HILL SAMUEL BANK LIMITED
whose registered office is at 100 Wood Street, London, EC2P 2AJ§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged‡ All of the Company's freehold and leasehold
property including goodwill as described in the Debenture.¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at MIND & CO.
AMES HOUSE, 6 DUKE OF YORK STREET
LONDON SW1.the 13th day of April
one thousand nine hundred and ninety-three
before me A.J. PARKERA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Declarant to sign below

X Director's Signature

As Robin Symes
R. Symes

21 JUL 1993

Presentor's name, address and
reference (if any):JAQUES & LEWIS
2 SOUTH SQUARE
GRAY'S INN
LONDON WC1R 5HR
REF: 21795/25/AA

For official use

Mortgage section

Post room

20 JUL 1993

20 JUL 1993

OYEZ

The Solicitors' Law Stationery Society Ltd, Oyez House, 7 Spa Road, London SE16 3QQ

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write in
this margin

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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

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[110]

1315755

Name of company

* ROBIN SYMES LIMITED (the "Company")

Date of creation of the charge

20TH APRIL 1994

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

CHATTEL MORTGAGE (the "Chattel Mortgage") dated 20th April 1994 and made between the Company and Citibank, N.A. (the "Bank")

Amount secured by the mortgage or charge

All and any monies, other liabilities and obligations of any kind, interest, commission and other costs, charges and expenses which are or may be at any time after the date of the Chattel Mortgage, due, owing or incurred to the Bank by the Company, whether present or future, actual or contingent, under or pursuant to the Facilities or under the Chattel Mortgage or pursuant to the Chattel Mortgage and/or otherwise on any other account whatsoever and whether alone or jointly with any other person (hereinafter in this Form 395 collectively referred to as the "Secured Obligations").

In this Form 395 the following terms will have the following meanings:-

"Charged Property" means each and every part of the property and assets of the Company for the time being assigned or charged to the Bank (whether by way of legal mortgage or floating charge) by or pursuant to the Chattel Mortgage. For the avoidance of doubt, the term "Charged Property" will include the "Chattels" save where stated to be otherwise.

Continued

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

Citibank, N.A.

41 Berkeley Square

London

Postcode

W1X 6NA

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

FIELD FISHER WATERHOUSE
41 Vine Street
London
EC3N 2AA

Tel: 071-481 4841
Ref: AGL/AJH/wk/07

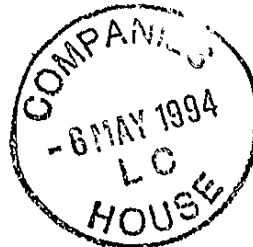
Time critical reference

For official use
Mortgage Section

Post room

REGISTERED

- 6 MAY 1994



As continuing security for the payment and discharge by the Company to or in favour of the Bank of the Secured Obligations, by way of assignment to the Bank, all the Company's right, title and interest in and to all those works of art for the time being and from time to time beneficially owned by the Company which are listed in the schedule to this Form 395 together with such additional or substituted works of art as may be agreed and recorded from time to time by a memorandum in writing signed on behalf of the Bank and the Company (hereinafter in this Form 395 being collectively referred to as the "Chattels").

Please do not
write in
this margin

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

The Chattel Mortgage contains (inter alia) provisions to the effect of the following:-

- (A) The Chattels shall be kept under the control of the Bank at Christie's Fine Art Security Services Limited at 42 Ponton Road, Nine Elms, London, SW8 5BA or at such other premises as the Bank may in its absolute discretion determine.
- (B) The Company hereby covenants with the Bank that until the Security is discharged the Company will:-
- (i) not without the prior written consent of the Bank permit any Chattel to leave the possession of Christie's Fine Art Security Services Limited from its premises at 42 Ponton Road, Nine Elms, London, SW8 5BA.

(Continued)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Richard Fisher Webb

Date

6 May 1996

On behalf of ~~[company]~~ [mortgagee/chargee] [†] (Solicitors for Citibank, N.A.)

[†] 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.

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write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

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

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

Company Number

1315755

Name of Company

ROBIN SYMES LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

"Encumbrance" means any mortgage, charge, pledge, lien, encumbrance or other security interest or preferential arrangement of any kind.

"the Facilities" means all banking facilities as may from time to time be made available by the Bank to the Company, including in particular but not limited to, banking facilities made available to the Company pursuant to the terms of a facility letter dated 17th December 1992 as amended by a supplemental facility letter dated of even date both between (inter alia) the Bank and the Company (together the **"Loan Agreement"**).

"Security" means the security from time to time constituted by or pursuant to the Chattel Mortgage.

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

- (ii) not, save with the prior written consent of the Bank, purport to sell, transfer or offer for sale, assign, charge, hire, lend or otherwise dispose of any Chattel or create or permit to subsist any Encumbrance (except in favour of the Bank created under the Chattel Mortgage) on or over the Charged Property;
 - (iii) ensure that at all times each Chattel is kept at such premises as may be approved in writing by the Bank;
 - (iv) execute and do all such assurances and things as the Bank may reasonably require for perfecting the Security and for facilitating the realisation of it and for exercising all powers, authorities and discretions conferred by the Chattel Mortgage upon the Bank or any receiver appointed by the Bank;
- (C) The Bank shall cease to be under any further commitment to the Company and the Secured Obligations shall immediately become due and payable and the Security constituted by the Chattel Mortgage shall become immediately enforceable at any time after the occurrence of any of the events set out in Clause 7 of the Chattel Mortgage. After the Security constituted by the Chattel Mortgage has become enforceable the Bank may, in its absolute discretion, enforce all or any part of the Security in any manner it sees fit.
- (D) The Bank shall have power to sell, lease or otherwise deal with the Charged Property in its sole discretion and the Bank shall be entitled to seize and take possession of the Charged Property immediately on the happening of any one or more of the events set out in Clause 7 of the Chattel Mortgage and at any time thereafter (whether or not any such of the events is continuing).
- (E) The statutory powers of leasing conferred on the Bank shall be extended so as to authorise the Bank to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Bank shall consider expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925.
- (F) The Security constituted by the Chattel Mortgage shall be a continuing security for the Secured Obligations and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever.
- (G) The Security constituted by the Chattel Mortgage shall be in addition to and independent of and shall not operate so as to prejudice or affect or merge in any other security which the Bank may hold at any time for the Secured Obligations or any other obligations whatsoever and shall not be affected by any invalidity, release, re-assignment or discharge of such other security and it is declared in the Chattel Mortgage that no prior security held by the Bank over the Charged Property shall merge in the Security.
- (H) The Company shall, at the Company's expense, from time to time, at the request of the Bank, do any act or execute in favour of the Bank or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case the Bank shall stipulate in such form as the Bank may require for the improvement or perfection of the security from time to time constituted by or pursuant to the Chattel Mortgage. The Company shall on request by the Bank take all such action as is available to it:-
- (i) to perfect and protect the Security intended to be conferred on the Bank by or pursuant to the Chattel Mortgage;
 - (ii) to maintain the Security intended to be created by the Chattel Mortgage; and

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write in this
binding margin

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

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

--

- (iii) to make all such filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection or protection of any security which it may, or may be required to, create in connection with the Chattel Mortgage.

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

(I) The Company by way of security for the Secured Obligations irrevocably appoints the Bank and each and every person to whom the Bank shall from time to time have delegated the power of attorney conferred by Clause 23 of the Chattel Mortgage, and any receiver appointed by the Bank, jointly and also severally to be the attorney and attorneys of the Company, for the Company and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the attorney in its sole discretion shall consider requisite):-

- (i) for carrying out any obligation imposed on the Company by or pursuant to the Chattel Mortgage;
- (ii) for perfecting the Bank's title to or for vesting all or any part of the Charged Property in the Bank or its nominees or any purchaser;
- (iii) for carrying any sale or other dealing by the Bank into effect;
- (iv) for transferring any legal estate or other interest in all or any part of the Charged Property;
- (v) for getting in the all or any part of Charged Property; and
- (vi) generally for enabling the Bank to exercise the respective powers conferred on it by or pursuant to the Chattel Mortgage or by law.

The Bank shall have full power to delegate the power conferred on it by Clause 23 of the Chattel Mortgage but no such delegation shall preclude the subsequent exercise of such power by the Bank itself or preclude the Bank from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Bank at any time. The Company covenants with the Bank and separately with any receiver that it shall ratify and confirm all things done by the attorney in the exercise or purported exercise of his powers. The Company undertakes not voluntarily to do anything to cause the revocation of the power of attorney created pursuant to Clause 23 of the Chattel Mortgage (but nothing herein shall affect the revocation of this power of attorney by operation of law) and irrevocably acknowledges and agrees that such power of attorney is given (inter alia) to secure the performance of the obligations owed to the Bank and any receiver by the Company.

(J) Without prejudice to any rights the Bank may have in law or equity the Company authorises the Bank at any time without notice after an event of default under the Chattel Mortgage to apply any credit balance to which the Company is entitled on any account with the Bank in satisfaction of the Secured Obligations and for this purpose the Bank is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary to effect such application. The Bank shall not be obliged to exercise any right given to it by this Clause 24 of the Chattel Mortgage.

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write in this
binding margin

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

SCHEDULE ONE

The Chattels

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

1. A limestone relief fragment from Persepolis
Achaemenid, first half of the 5th Century B.C.
2. An archaic bronze caryatid mirror
West Greek, circa 490-480 B.C.
3. A bronze protome of a horse
Greek, 5th Century B.C.
4. A bronze female figure
Roman, 1st-2nd Century A.D.
5. A gold mounted stone jar
Egyptian, Old Kingdom circa 2400 B.C.
6. An alabaster lotus cup
Egyptian, New Kingdom circa 1400 B.C.
7. A small stone vase
Egyptian, Predynastic period circa 3000 B.C.
8. A glazed facience lotus bowl
Egyptian, New Kingdom circa 1450 B.C.
9. A gold and garnet pyramidical sword mount
Anglo-Saxon 7th Century A.D.
10. A pair of elaborate silver-gilt fibulae
Celtic, 1st Century A.D.
11. A bronze figure of a warrior
Greek, 5th Century B.C.
12. An archaic marble head
Greek 6th Century B.C.
13. A marble female idol
Sardinian, Ozieri Culture, Eneolithic Period, circa 2000 B.C.
14. A gilt bronze figure of Zeus
Roman, 1st Century A.D.
15. A bronze figure of a satyr
Hellenistic 1st Century B.C.

Please do not
write in this
binding margin

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01315755

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED THE 20th APRIL 1994 AND CREATED BY ROBIN SYMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CITIBANK N.A. UNDER OR PURSUANT TO THE FACILITIES OR UNDER THE CHATTEL MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th MAY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th MAY 1994.


D. JENKINS

for the Registrar of Companies



C O M P A N I E S H O U S E

Dx 12/05

HC026B