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COMPANIES FORM NO. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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 you hereby agree that:-

- (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 you 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.

Please do not write in this margin

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

CONT'D

Particulars as to commission allowance or discount (note 3)

Signed

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 of 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