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CHFP041

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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

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

Name of company

* LEOWELL LIMITED, a company incorporated in England and Wales with its registered office at 1 De Walden Court, 85 New Cavendish Street, London, W1W 6XD (the "Chargor")

Date of creation of the charge

5 September 2003

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

DEBENTURE (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities

See Paper Apart 1 for definitions

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND incorporated under Act of Scots Parliament dated 1695 and having its head office at The Mound, Edinburgh for itself and as Security Trustee for and on behalf of the Finance Parties (the "Security Trustee")

Postcode EH1 1YZ

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

Dundas & Wilson CS
20 Castle Terrace
Edinburgh EH1 2EN

Time critical reference

For official use
Mortgage section

Post room



A21
COMPANIES HOUSE

0145
24/09/03

2

Short particulars of all the property mortgaged or charged

See Paper Apart 2

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

22/9/03

On behalf of [company] [mortgagee/chargee]*

*Delete as
appropriate

Notes.

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

This is Paper Apart 1 applicable to the foregoing Form 395 in respect of Leowell Limited (Registered Number 01612740) relative to a Debenture between the Borrower (as defined herein) and the Companies (as defined herein) and The Governor and Company of the Bank of Scotland for itself and as Agent and Security Trustee for and on behalf of the Finance Parties.

In the Charge, unless the context otherwise requires:

Agent means The Governor and Company of the Bank of Scotland incorporated under Act of Scots Parliament dated 1695 and having its head office at The Mound, Edinburgh, EH1 1YZ, for itself and as agent for the Finance Parties;

Arranger means The Governor and Company of the Bank of Scotland incorporated under Act of Scots Parliament dated 1695 and having its head office at The Mound, Edinburgh, EH1 1YZ;

Collateral Instruments means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing any Security;

Companies means the Borrower, together with all of the companies listed in Paper Apart 3 to this Form 395;

Debts means the assets of the Chargor described in Clause 1(b)(iv) of Paper Apart 2;

Event of Default has the meaning given to it in each of the Facility Agreements;

Facility Agreements means:

- (i) the Facility Agreement dated 11 June 2003 between the Borrower, The Governor and Company of the Bank of Scotland as Agent, Arranger, the companies listed in Part 1 of Schedule 1 thereof as Original Obligors and the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, relating to the provision of a term loan facility up to £267,400,000 (the "**Bridging Facility**");
- (ii) the Facility Agreement dated 11 June 2003 between the Borrower, The Governor and Company of the Bank of Scotland as Agent, Arranger and Issuing Bank, the companies listed in Part 1 of Schedule 1 thereof as Original Obligors and the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, relating to the provision of a term loan facility up to £232,800,000 (the "**Senior A Facility**");
- (iii) the Facility Agreement dated 11 June 2003 between the Borrower, The Governor and Company of the Bank of Scotland as Agent, Arranger and Issuing Bank, the companies listed in Part I of Schedule 1 thereof as Original Obligors and the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, relating to the provision of a revolving credit facility of up to £10,000,000 (the "**Revolving Credit Facility**"), a term loan 'b' facility up to £41,600,000 and a term loan 'c' facility of up to £7,940,000 (together the "**Senior B Facility**");
- (iv) the Facility Agreement dated 11 June 2003 between the Borrower, The Governor and Company of the Bank of Scotland as Agent, Arranger and Issuing Bank, the companies listed in Part I of Schedule 1 thereof as Original Obligors and the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, relating to the provision of a term loan facility up to £37,700,000 (the "**Mezzanine Facility**");
and "**Facility Agreement**" means any of them.

Finance Documents means the Finance Documents, as defined in each of the Bridging Facility the Senior A Facility, the Senior B Facility and the Mezzanine Facility;

Finance Parties means the Agent, the Arranger, a Lender, or the Security Trustee and for the purposes of the Security Documents and the Intercreditor Deed The Governor and Company of the Bank of Scotland in its capacity as Hedging Guarantor under the Hedging Agreements and **Finance Party** means any of them;

Fixtures means in relation to any freehold or leasehold property charged by or pursuant to the Charge, all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery whether or not constituting a fixture at law from time to time thereon, the property wherein is vested in the Chargor;

Floating Charge Assets means the assets of the Chargor from time to time charged by the Charge by way of floating charge;

Group means the Borrower and its Subsidiaries for the time being and **Group Company** means any of them.

Gross Rental Income has the meaning given to it in the Bridging Facility;

Hedging Agreements means (i) each document evidencing, or in connection with, the interest rate hedging facilities entered into or to be entered into from time to time by or between any Group Company and the Hedging Counterparty pursuant to the Facility Agreements and, (ii) the guarantee and counter indemnity to be entered into pursuant to the documentation referred to at paragraph (i) of this definition;

Hedging Counterparty means HBOS Treasury Services plc, a company incorporated in England and Wales (Registered Number 02692890) having its registered office at 33 Old Broad Street, London EC2N 1HZ.

Hedging Guarantor means The Governor and Company of the Bank of Scotland incorporated under Act of Scots Parliament dated 1695 and having its head office at The Mound, Edinburgh, EH1 1YZ;

Insurances means all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of the Chargor or (to the extent of the Chargor's interest) in which the Chargor from time to time have an interest;

Intercreditor Deed means the intercreditor deed dated 11 June 2003 among, *inter alios*, (i) the Borrower, (ii) The Governor and Company of the Bank of Scotland as agent and arranger under each of the Bridging Facility, the Senior A Facility, the Senior B Facility, the Mezzanine Facility and the Revolving Facility, as a Lender, as Security Trustee, as Hedging Guarantor, (iii) the Bridging Facility Lenders, (iv) the Senior A Facility Lenders, (v) the Senior B Facility Lenders and (vi) the Mezzanine Facility Lenders;

Lender means:

- (i) a Lender, as defined in the Bridging Facility (the "**Bridging Facility Lenders**");
- (ii) a Lender, as defined in the Senior A Facility (the "**Senior A Facility Lenders**");
- (iii) a Lender as defined in the Senior B Facility (the "**Senior B Facility Lenders**"); and
- (iv) a Lender as defined in the Mezzanine Facility (the "**Mezzanine Facility Lenders**"),

each a "**Lender**" and together the "**Lenders**";

Mortgaged Property means the property legally mortgaged by the Charge and any other freehold or leasehold property the subject of the Charge (and shall include, for the avoidance of doubt, and without prejudice to the foregoing generality, the Properties);

Obligor shall have the meaning given to it in the Facility Agreements;

Occupational Leases has the meaning ascribed to it in the Charge;

Offer has the meaning ascribed to it in the Bridging Facility;

Properties means each of the Properties listed in Paper Apart 4 of this Form 395 and **Property** shall mean any of them;

Receiver means any one or more qualified persons appointed by the Security Trustee under the Charge to be a receiver, administrative receiver or receiver and manager of all or any part of the Security Assets and "**qualified person**" means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of the Companies with respect to which he is appointed or (as the case may require) an administrative receiver of the Companies;

Secured Liabilities means, in respect of the Chargor, all of its present and future obligations and liabilities to the Security Trustee and each of the Finance Parties under the Charge, each of the Facility Agreements and each of the other Finance Documents, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify (to the extent expressly contained in a Finance Document) the Security Trustee and each of the other Finance Parties;

Security means a mortgage, charge, encumbrance, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Assets means all assets, rights and property of the Chargor the subject of any security created by the Charge;

Security Documents means (i) the Charge; (ii) share certificates and stock transfer forms executed in blank in respect of all Target's Shares and (iii) any other document that the Agent may from time to time reasonably require to be granted by any Group Company to the Security Trustee guaranteeing and/or creating or evidencing rights in security for, or otherwise in support of, all or any part of the obligations of any Obligor under the Finance Documents and designated as such by the Agent.

Security Trustee means The Governor and Company of the Bank of Scotland incorporated under Act of Scots Parliament dated 1695 and having its head office at The Mound, Edinburgh, EH1 1YZ, for itself and as security trustee for the Finance Parties;

Shares means the entire issued share capital of any Subsidiary of any of the Companies;

Subsidiaries means each company which is or which may become a subsidiary (within the meaning of Section 736 of the Companies Act 1985) of any of the Chargor;

Target means Compco Holdings plc;

Target's Shares means all of the existing issued shares in the capital of Target and any further such shares which are to be issued and in respect of which the Offer is made.

The expressions **the Agent, the Security Trustee and the Finance Parties** include the successors and permitted, assignees and transferees of the Security Trustee and any of the Finance Parties; and, in the case of the Security Trustee include any person for the time being the Security Trustee.

In this Form 395, the singular includes the plural and vice versa.

In this Form 395 "**laws**" include all regulations, rules, notices, orders, directives, directions, licences, consents, permissions, regulations, guidelines, circulars, codes of practice, requirements, requests or conditions (whether or not having the force of law but, if not having the force of law, compliance with which is in accordance with the general practice of the persons to whom it relates) made, issued or imposed by any governmental body, agency, department or regulatory, self-regulating or other authority or organisation.

This is Paper Apart 2 applicable to the foregoing Form 395 in respect of Leowell Limited (Registered Number 01612740) relative to a Debenture between the Borrower (as defined herein) and the Companies (as defined herein) and The Governor and Company of the Bank of Scotland for itself and as Agent and Security Trustee for and on behalf of the Finance Parties.

1. FIXED CHARGES

The Chargor as continuing security for the payment and discharge of all Secured Liabilities, charges, with full title guarantee, in favour of the Security Trustee (for itself and as security trustee for the Finance Parties):

- (a) by way of first legal mortgage, the Properties, together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (b)
 - (i) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of Clause 1(a) all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland) now or from time to time hereafter owned by the Chargor or in which the Chargor may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
 - (ii) by way of first fixed charge, all plant, machinery and other equipment now or from time to time hereafter owned by the Chargor or in which the Chargor have an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) by way of first fixed charge, all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise (and whether held in certificated form or in uncertificated form by a member of CREST or any other similar system) and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Chargor or in which the Chargor have an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
 - (iv) by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to the Chargor or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of Clauses 1(b)(v) and (vi);
 - (v) by way of first fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of all present and future accounts of the Chargor with any bank, financial institution or other person;

- (vi) by way of first fixed charge, all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the right to the refund of any premiums;
- (vii) without prejudice to (ix) below, all rights, title and interests of the Chargor (and the proceeds of such rights, title and interests) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Chargor has any right, title or interests;
- (viii) without prejudice to (vii) above, any amounts owing or which may become owing to the Chargor under or by virtue of any other building, construction or development contract whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);
- (ix) any amounts owing or which become owing to the Chargor by way of damages, compensation or otherwise under any judgment or order or any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings;
- (x) the benefit of all rights relating to the property described in paragraphs (v) to (ix) above;
- (xi) by way of first fixed charge, the goodwill and uncalled capital of the Chargor;
- (xii) by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Chargor and all proceeds of collection of any of the foregoing and all other benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom;
- (xiii) the benefit of all present and future licences statutory (to the extent capable of being charged) or otherwise held or to be held in connection with its business or the use of any of the Security Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (xv) (to the extent they are not subject to an effective assignment under Clause 1(2) of the Charge) all their rights under the Hedging Agreements;
- (xvi) (to the extent they are not subject to an effective assignment under Clause 1(2) of the Charge) all their rights under the Occupational Leases;
- (xvii) all its present and future beneficial interest, claim or entitlement in any pension fund;
- (xviii) their rights under the appointment of any managing agent of the Mortgaged Property;
- (xix) their rights under the agreement or agreements relating to the purchase of the Mortgaged Property by the Chargor;

- (xx) by way of first fixed charge (or in the case of any shares in any Scottish registered company, by way of pledge and assignment), all Shares held now or in the future by it and/or any nominee on its behalf; and
- (2) The Chargor assigns to the Security Trustee (for itself and as security trustee for the Finance Parties) by way of security:
 - (a) all its rights under the Occupational Leases;
 - (b) the Gross Rental Income (exclusive of VAT);
 - (c) all its rights under the Hedging Agreements;
- (3) A reference in the Charge to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes:
 - (a) all buildings and Fixtures on that property;
 - (b) the proceeds of sale of any part of that property; and
 - (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2. FLOATING CHARGE

- (1) The Chargor, with full title guarantee, charges in favour of the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Liabilities (i) its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to Clause 1 (Fixed Charges) or otherwise pursuant to the Charge (without limitation and whether or not so effectively charged), and (ii) any of its property and assets situated in Scotland or otherwise governed by Scots law (without limitation and whether or not so effectively charged).
- (2) The Chargor shall not otherwise than as provided in the Finance Documents:
 - (a) create or permit to subsist any Security over all or any part of the Security Assets;
 - (b) part with, sell, transfer or otherwise dispose of or attempt or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets; and
 - (c) without limiting the generality of Clauses 2(2)(a) and (b), dispose of, or create or attempt to create or permit to subsist or arise any Security on or over the Debts or any part thereof or release, set-off or compound or deal with the same other than in accordance with the terms of the Charge.
- (3) Notwithstanding anything expressed or implied in the Charge, if any of the Companies creates or attempts to create any Security over all or any of the Floating Charge Assets without the prior written consent of the Security Trustee otherwise than as provided for in any of the Finance Documents or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any

of the Floating Charge Assets, the floating charge created by Clause 2(1) over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

- (4) Notwithstanding anything expressed or implied in the Charge, without prejudice to Clause 2(3), the Security Trustee shall be entitled at any time after the occurrence of an Event of Default by giving notice in writing to that effect to the Chargor to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.
- (5) The floating charge created by the Chargor shall (other than in respect of any of the Security Assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge if:
 - (a) a meeting of any of the Companies is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed; or
 - (b) any person presents a petition for the administration or winding-up or bankruptcy of any of the Companies and, in the case of a winding-up petition, the petition is not discharged or stayed within 14 days; or
 - (c) any of the Companies creates or attempts to create Security over any of the Floating Charge Assets otherwise than as provided for in any of the Finance Documents.

This is Paper Apart 3 applicable to the foregoing Form 395 in respect Leowell Limited (Registered Number 01612740) relative to a Debenture between the Borrower (as defined herein) and the Companies (as defined herein) and The Governor and Company of the Bank of Scotland for itself and as Agent and Security Trustee for and on behalf of the Finance Parties.

Name of Company	Company Number	Registered Office
Aquarium Entertainments Limited	00445137	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Brightonarium Limited	01303359	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Cadogan Properties Limited	00347812	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Comdart Limited	03116680	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Comontose Limited	00937875	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Compco Camden Limited	03820815	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Compco Holdings Limited	SC037323	66 Queen Street Edinburgh EH2 4NE
Denebridge Limited	01725392	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Echoglade Limited	04201791	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Esjohn Properties Limited	00549041	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Flagrealm Limited	04205708	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Fivecourts Limited	03089326	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Flanders Associates (Two) Limited	03594452	1 De Walden Court,

Name of Company	Company Number	Registered Office
		85 New Cavendish Street London W1W 6XD
Globestar Properties Limited	04037621	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Haigside Limited	01779780	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Infobuild Limited	01711247	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Innerwyke Investments Limited	02260261	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
J. Forman (Salmon Curers) Limited	00521310	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Laser House (No.1) Limited	04385770	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Laser House (No.2) Limited	04355685	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Leowell Limited	01612740	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Magnetic House (No.1) Limited	04278782	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Magnetic House (No.2) Limited	04263543	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Mytre Investments Limited	02760608	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Mytre Property Trust Limited	02265367	1 De Walden Court, 85 New Cavendish Street London W1W 6XD

Name of Company	Company Number	Registered Office
Ortonwood Limited	00807581	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Prodame Limited	02688837	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Quotetrip Limited		1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Seymour Development Limited	00590157	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Shop Constructions (Strood) Limited	00683476	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Solafresh Limited	03882297	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Stonelink Limited	04580381	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Terrington Properties Limited	00582791	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
Wingleague Limited	02142436	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
City & General Securities Finance One Limited	4870358	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
City & General Securities Finance Two Limited	4870363	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
City & General Securities Finance Three Limited	4870355	1 De Walden Court, 85 New Cavendish Street London W1W 6XD
City & General Securities Finance Four Limited	4872608	1 De Walden Court, 85 New Cavendish Street London W1W 6XD

This is Paper Apart 4 applicable to the foregoing Form 395 in respect of Leowell Limited (Registered Number 01612740) relative to a Debenture between the Borrower (as defined herein) and the Companies (as defined herein) and The Governor and Company of the Bank of Scotland for itself and as Agent and Security Trustee for and on behalf of the Finance Parties.

The Properties

Property	Title No.	Registered Proprietors
26-28 Hallam Street, London, W1	NGL94495	Seymour Development Limited
Longbeck Trading Estate, Marske, Cleveland	CE143991	J. Forman (Salmon Curers) Limited
Sandridge Park, St Albans, Hertfordshire	HD266711	Seymour Development Limited
Emerald Street, London, WC1	NGL764170	Seymour Development Limited
146 & 150 Royal College Street, Camden, London	NGL767790 NGL442061	Seymour Development Limited
Warwick House, Warwick Court, London	LN165241	Seymour Development Limited
Baird House, 15-17 St Cross Street, London, EC1	NGL749212	Haigside Limited
20-22 Bedford Row, London	250544 274800 250543	Seymour Development Limited
Lambs Conduit Street, London	NGL772571	Terrington Properties Limited
26-28 Bedford Row, London	NGL810758	Seymour Development Limited
37-41 Bedford Row, London	LN177982	Seymour Development Limited
28-30 Theobalds Road, London (Part of Conquest House)	LN64735 328181	Seymour Development Limited
37-38 John Street, London (24-26 Theobalds Road - Conquest House)	255664 257331 261435 280139	Seymour Development Limited
5/12 Mandela Street, Camden, London (\$)	NGL613447	Compco Camden Limited
20/23 Mandela Street, Camden, London (Centro) (\$)	NGL122316	Compco Camden Limited
40 Camden Street, Camden (\$)	NGL807314	Flagrealm Limited and Echglade Limited (They hold the property on trust for Compco Camden Limited)
74-80 Camden Street, Camden, London (\$)	NGL556107	Compco Camden Limited
64 Pratt Street, Camden, NW1 0LF (\$)	NGL570777	Compco Camden Limited
1/3 Dufferin Street, London EC1	NGL645897	Globestar Properties Limited
Cityside House and Challenger House, 40 and 42 Adler Street, London EC1	EGL199783 EGL206994 NGL184597	Seymour Development Limited
		Seymour Development Limited

Property	Title No.	Registered Proprietors
New Derwent House, 69-73 Theobalds Road, London, WC1	LN199631	Flanders Associates (Two) Limited
Churchill House, 35 Red Lion Square, London	NGL428088	Flanders Associates (Two) Limited (The legal and beneficial interest is split between Flanders Associates (Two) Limited and Cadogan Properties Limited. This was a stamp duty saving scheme. Both companies are subsidiaries of the target company).
Staple Inn, High Holborn, London (\$)	NGL783077 NGL58547	Cadogan Properties Limited
Staple Inn Buildings, High Holborn, London (\$)	See No. 26.	Cadogan Properties Limited
St Marks House, Shepherdess Walk, London, N1	EGL363021	Seymour Development Limited
Carriage Row, 163-203 Eversholt Street, London, NW1	NGL653821	Haigside Limited
Palatine Buildings, Adelaide Street West, Blackpool, Lancs	LA658033	Seymour Development Limited
Swan Centre, Yardley, Birmingham, West Midlands	WM565677 WM 266746 WK174842 WK175666	Cadogan Properties Limited
67/77 Charterhouse Street, London (\$)	NGL628690	Seymour Development Limited
77a Charterhouse Street, London and 7/12 Greenhill Rents (\$)	NGL587036	Seymour Development Limited
Banner Street, London, EC1	NGL673768	Haigside Limited
138-140 Old Street, London, EC1	NGL673767	Haigside Limited
26/28 Seymour Mews, London, W1	NGL413987	Seymour Development Limited
Watford Enterprise Centre, Greenhill Crescent, Watford, Herts	HDI85709	Seymour Development Limited
The Terraces, Madeira Drive, Brighton, East Sussex	ESX230992	Compco Holdings Plc (The lease was assigned from Aquarian Entertainments Limited to Compco Holdings Plc)
Capital House, Waterfront Quay, Salford Quays, Manchester	GM486956	Seymour Development Limited
Thavies Inn House, Holborn Circus, London	NGL784999	Seymour Development Limited
Magnetic House, Waterfront Quay, Salford Quays, Manchester	GM553555 GM473704	Magnetic House (No 1) Limited and Magnetic House (No 2) Limited
Laser House, Waterfront Quay, Salford Quays, Manchester	GM523335	Laser House (No 1) Limited and Laser House (No 2) Limited
13-23 Military Road, Chatham	K560673 K613020 K700134	Haigside Limited

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01612740

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th SEPTEMBER 2003 AND CREATED BY LEOWELL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND FOR ITSELF AND AS SECURITY TRUSTEE FOR AND ON BEHALF OF THE FINANCE PARTIES (THE SECURITY TRUSTEE) AND EACH OF THE FINANCE PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th SEPTEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th SEPTEMBER 2003 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

maff DX

HC026B