



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

MYSC

* 11 11 11

2035853

Name of company

* AVATAR LIMITED (the "Chargor")

Date of creation of the charge

10th May, 1989

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

First Legal Charge (the "Legal Charge") entered into by the Chargor and Rightacres Property Company Limited in favour of Riggs A.P. Bank Limited (the "Bank")

Amount secured by the mortgage or charge

All monies and liabilities for which the Chargor may be or become liable to the Bank under the terms of a loan agreement (the "Loan Agreement") dated the 10th May, 1989 made between the Chargor and Rightacres Property Company Limited and the Bank, whether actually or contingently or whether alone or jointly with any other person or persons as principal, surety or otherwise, and in whatever name or style together in all cases with all interest, commission, fees, discount, and other banker's charges and expenses which the Bank may in accordance with the Loan Agreement charge in respect or on account of any of the foregoing and for keeping the Chargor's accounts.

Y4
69a and/or Rightacres Property Company Limited
T a loan agreement dated 10/5/89

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

Riggs AP Bank Limited

21 Great Winchester Street, London.

Postcode

EC2N 2HH.

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

Clifford Chance
Royex House,
Aldermanbury Square,
London. EC2V 7LD.

For official Use

Mortgage Section

Post room

REGISTERED

22 MAY 1989



25/5

Time critical reference

Short particulars of all the property mortgaged or charged

See continuation sheet.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Clifford Chance /

Date

22nd May 1989

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 situated 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 do not
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)

--

1. By way of first legal mortgage all that freehold property registered at H.M. Land Registry under:

Title No: WA174354;
Title No: WA135771;
Title No: WA228048;
Title No: WA228047; and
Title No: WA234025,

together in all cases (to the extent the same are not otherwise subject to a fixed charge under the Legal Charge) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon (the "Property").

2. By way of first fixed charge all the right, title and interest of the Chargor to and in any proceeds of any insurance relating to the Property to the extent that the same are not otherwise subject to a fixed charge under the Legal Charge.
3. By way of first fixed charge all the right, title and interest of the Chargor to and in any rents or other income from the Property to the extent that the same are not subject to a fixed charge under the Legal Charge.
4. By way of first fixed charge, all monies now or at any time after the date of the Legal Charge standing to the credit of the Chargor's and Rightacres Property Company Limited's Account no: 50016101 Designated Avatar and Rightacres Blocked Deposit Account with the Bank together with all the entitlements to interest and other rights and benefits, accruing to or arising in connection with such monies (thereinafter called the "Deposits").
5. By way of first fixed charge and assigns (subject only to the provision of redemption contained in the Legal Charge) all the Charger's rights, title and interest to and in the building contract dated 9th June, 1988 between Rightacres Property Company Limited and the Chargor (1) (and Wenvoe Construction Company Limited) (2) (the "Documents") including without limitation
- i) the right to demand and receive all monies whatsoever payable to or for the benefit of the Chargor under or arising from the Documents;
 - ii) all remedies provided for or in the Documents or available at law or in equity;
 - iii) the right of the Chargor to compel performance of the Documents;
 - iv) all other rights, interest and benefits whatsoever accruing to or for the benefit of the Chargor arising from the Documents.

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

(All the aforesaid being hereinafter referred to as the
"Charged Property").

NOTE The Legal Charge contains a covenant by the Chargor that the
Chargor will not create or permit to subsist any mortgage,
charge, lien, hypothecation, pledge or any other security
interest or any other arrangement or segregation of assets
for the purpose of providing security over all or any part of
the Charged Property.

NP0030Q.20

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 10th MAY 1989
and created by AVATAR LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR
RIGHTACRES PROPERTY COMPANY LIMITED to RIGGS AP BANK LIMITED under the
terms of A LOAN AGREEMENT DATED 10th MAY 1989

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd MAY 1989

Given under my hand at the Companies Registration Office;
Cardiff the 5th JUNE 1989

No. 2035853

A handwritten signature in dark ink, appearing to read 'P. Jones'.

P. JONES

an authorised officer

C.69

L/c
P.S.
5/6

M

COMPANIES FORM No. 395

395**Particulars of a mortgage or charge**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

--	--	--	--	--	--

2035853

Name of company

* AVATAR LIMITED

Date of creation of the charge

27th July, 1989

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

CHARGE OVER BUILDING AGREEMENT

Amount secured by the mortgage or charge

All monies up to an aggregate amount of £820,000 made available by the Bank of Scotland ("the Bank") to the Company under the terms of a facility letter dated 13th June, 1989 as amended by a further facility letter dated 21st July, 1989 together with all interest commission and other bankers charges including legal or surveyors charges occasioned by or incidental to the aggregate principal amount.

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

The Governor and Company of the Bank of Scotland, Uberior House,

61 Grassmarket, Newcastle upon Tyne

Postcode

NE1 2JF

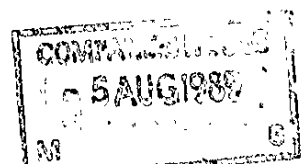
Presentor's name, address and
reference (if any):

Messrs. Robert Muckle,
Norham House,
12 New Bridge Street West,
Newcastle upon Tyne,
NE1 8AS
Ref: JH

For official use
Mortgage section

5 AUG 1989

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

All legal and equitable interest of the Company in the land and premises comprised in a Building Agreement dated 18th April 1989 and made between the Council of the City of Newcastle upon Tyne of the one part and the Company of the other part under the terms of which it was agreed that the Company be granted a licence to enter upon land situate at 22/28 Dean Street, Newcastle upon Tyne for the purpose of erecting and executing new premises buildings and works ("the Works") as detailed in the said Building Agreement.

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

The Building Agreement contains provisions that the Council of the City of Newcastle upon Tyne will grant a Lease of the land situate at 22/28 Dean Street aforesaid in the form set out in the Second Schedule to the said Building Agreement.

The Charge contains provisions that the Company will grant the Bank a Legal Mortgage over the land situate at 22/28 Dean Street upon the grant of the said Lease.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Robert Muckle

Date

1st August, 1989

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 6TS

1985 Edition
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Companies M395



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 27th JULY 1989 and created by AVATAR LIMITED for securing all moneys due or to become due from the Company to THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND under the terms of a Facility Letter dated 13th JUNE 1989 as amended by a Further Facility Letter dated 21st JULY 1989

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 5th AUGUST 1989

Given under my hand at the Companies Registration Office,
Cardiff the 17th AUGUST 1989

No. 2035853

R. M. GROVES

an authorised officer

Certificate and instrument received by

.....
.....P.....

Date17-8-89.....



Please do not
write in
this margin

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

COMPANIES FORM No. 395

Particulars of a charge

395

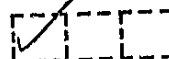
Pursuant to section 395 of the Companies Act 1985

M 127

To the Registrar of Companies

For official use

Company number



2035853

Name of company

AVATAR

Limited

Date of creation of the charge

5th January 1990

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

Legal Charge

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 the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

Land adjoining the River Arun at Littlehampton, West Sussex being all the land comprised in Title No P124793

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

BARCLAYS BANK PLC
64 LOMBARD STREET
LONDON EC3P 3AH

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

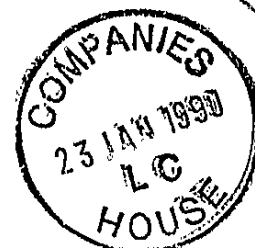
COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
64 LOMBARD STREET
LONDON EC3P 3AH

For official use
Mortgage section

REGISTERED

23 JAN 1990

Post room



Time critical reference

Particulars as to commission, allowance or discount

Please do not
write in this
margin



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

FOR BARCLAYS BANK PLC

Signed

Date 16 JAN 1990

MANAGER

Designation of position in relation to the company: COMPANY AND CREDIT INFORMATION SERVICES

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 5th JANUARY 1990
and created by AVATAR LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC


on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 23rd JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 31st JANUARY 1990

No. 2035853

L/c
31/1


R. M. GROVES
an authorised officer

C.69a

M

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

M10

To the Registrar of Companies

For official use

Company number

2035853

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

Name of company

* AVATAR LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

8TH JULY 1992

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

LEGAL MORTGAGE (THE "MORTGAGE") DATED 8TH JULY 1992 AND MADE
BETWEEN THE COMPANY (1) AND LLOYDS BANK PLC (THE "BANK") (2)

Amount secured by the mortgage or charge

Please see attached continuation sheet

1 Page 2

69a.

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

LLOYDS BANK PLC, ST. GEORGES HOUSE,

PO BOX 87, 6/8 EASTCHEAP
LONDON

Postcode

EC3M 1LL

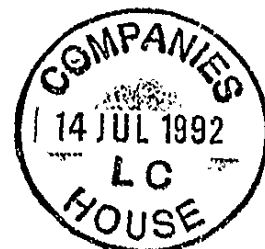
Presentor's name address and
reference (if any):Norton Rose
Kempson House
PO Box 570
Camomile Street
London EC3A 7AN
JRCT/48/S169123For official Use
Mortgage Section

Post room

REGISTERED

14 JUL 1992

Time critical reference



Page 1

JordansJordan & Sons Limited
21 St. Thomas Street, Bristol BS1 6JS Tel. 0272-230600 Telex 449119

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

Please see attached continuation sheet. 1 Page 4

Particulars as to commission allowance or discount (note 3)

Signed

Norton Rose

Date

13/7/92

On behalf of [company] ~~mortgage/charge~~ x

† 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.

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

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

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

2035853

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

Name of company

AVATAR LIMITED

Limited*

*delete if
inappropriate

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

All money and liabilities (including further advances made after the date of the Mortgage by the Bank and secured directly or indirectly by the Mortgagee) whether certain or contingent which at the date of the Mortgage were then or at any time thereafter may be due owing or incurred from or by the Company to the Bank anywhere on any current or other account or in any manner whatsoever whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety together with interest on all such moneys and liabilities to the date of payment at such rate or rates as may from time to time be charged by the Bank in accordance with its usual practice and commission and other banking charges and all legal and other costs charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in relation to the Mortgage or in enforcing the security thereby created.

Please do not
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)

A large rectangular area for data entry, crossed out with a diagonal line from the top-left to the bottom-right. The area is intended for listing mortgagees or persons entitled to the charge, as indicated by the header. The diagonal line is drawn from the top-left corner of the table area to the bottom-right corner, effectively rendering the table unusable.

The security created by the Mortgage is a continuing security with payment to the Bank of the principal money liabilities and other money (including further advances made after the date of the Mortgage by the Bank and secured directly or indirectly by the Mortgage) and comprises:-

(1) by way of First Legal Mortgage the leasehold property being land having a frontage to and being bounded by Hurst Street, Claybrook Street, Pershore Street and Ladywell Walk in the City of Birmingham including the entirety of the property comprised in a Lease dated 8th July 1992 between Benacre Estates Company (1) Sir Richard John Sherlock Gooch Bart (2) Avatar Limited (3) Balfour Beatty Limited and London & Edinburgh Trust plc (4) together with all buildings and fixtures thereon;

(2) by way of floating charge all moveable plant machinery implements utensils furniture goods and equipment now or from time to time placed on or used in or about the property specified above and the Company shall not without the consent in writing of the Bank create or allow to subsist any specific or other mortgage debenture or charge upon such chattels ranking priority to or pari passu with any charge hereby created

(3) by way of assignment the goodwill of the business (if any) carried on by the Company at the mortgaged premises to hold the same unto the Bank absolutely subject to redemption upon payment of all moneys liabilities and interest secured by the Mortgage;

(4) where the Company (by virtue of an estate or interest in the mortgaged premises) is entitled to a share or shares in any residents' or management company connected with the mortgaged premises, the Company as beneficial owner charges by way of fixed charge such share or shares and all rights benefits and advantages at any time arising in respect of the same for the payment to the Bank of all money liabilities and interest secured by the Mortgage.

The Charge contains (inter alia) restrictions on the power of the Company in relation to the property and assets charged as follows:-

(1) the Company shall not without the consent in writing of the Bank create or allow to subsist any specific or other mortgage debenture or charge upon such chattels ranking in priority to or pari passu with any charge hereby created;

(2) the statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases shall not be exercisable by the Company nor shall the Company part with possession of the mortgaged premises nor confer upon any person firm or company or body whatsoever any licence right or interest to occupy the mortgaged premises nor grant any licence or permission to assign underlet or part with possession of the mortgaged premises without in any such case obtaining the consent of the Bank signified in writing under the hand of any officer of the Bank authorised by the Bank from time to time to give such consent.

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 8th JULY 1992
and created by AVATAR LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to LLOYDS BANK Plc

on any account whatsoever

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

Given under my hand at the Companies Registration Office,
Cardiff the 17th JULY 1992

No. 2035853

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69a

1017171

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

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

To the Registrar of Companies

For official use

Company number

[13]

2035853

Name of company

• AVATAR LIMITED.

* insert full name
of companyI, JOHN STEWART PEARSON
of TUN COTTAGE, 28 HIGH STREET, BLETCHINGLEY, SURREY.† delete as
appropriate[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 02/01/90. LEGAL CHARGEDate of Registration 7th FEBRUARY 1990Name and address of [chargee] [trustee for the debenture holders] BARCLAYS BANK PLC,
CENTRAL CROYDON BUSINESS CENTRE, PO BOX 95, 1 NORTHEAST, CROYDON CR9 1RNShort particulars of property charged LAND ADJACENT TO THE RIVER ARUN,
LITTLEHAMPTON. TITLE P124793.‡ 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
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 5 PRINCES GATE.

Declarant to sign below

LONDONSW7 1QJthe 27th day of Novemberone thousand nine hundred and Ninety two.before me Peter RobertsA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPeter Roberts,
SOLICITOR, BICC PLCPresenter's name address and
reference (if any):For official Use
Mortgage Section

Post room

REGISTERED**12 DEC 1992****COMPANIES HOUSE**
12 DEC 1992
M. 761

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**

(2)

Please do not
write in
this margin

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

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

To the Registrar of Companies

For official use

Company number

112188

2035853

Name of company

* AVATAR LIMITED

* Insert full name
of company

I, ROSS EDWARD McDONALD

of 5B VERMONT ROAD, UPPER NORWOOD, LONDON, SE19 3SR

† 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
property

~~XXXXXX~~ (the secretary) ~~XXXXXX~~ 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 ~~XXXX~~

Date and Description of charge: 27 JULY 1989; CHARGE OVER BUILDING AGREEMENT

Date of Registration: 5 AUGUST 1989

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXX~~ THE GOVERNOR AND
COMPANY OF THE BANK OF SCOTLANDShort particulars of property charged: ALL THE COMPANY'S INTEREST IN LAND COVERED
BY BUILDING AGREEMENT IN RESPECT OF 22/28 DEAN STREET, NEWCASTLEAnd 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 70 Piccadilly,
LONDON W1V 9HT.

Declarant to sign below

the 22 day of March
one thousand nine hundred and ninety four
before me ~~XXXXXX~~A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths P.A. Lo Scurra.

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JordansJONES & SONS LIMITED
21, THE ARCADE
LONDON, EC3A 3AB
TELEPHONE 0272 234444
TELEX 449115 JAY 0212 200041
DX 2088 WPT 5101
T14 5001 CCLD 71 20 000

5/87

Presentor's name address and
reference (if any):For official Use
Mortgage Section**REGISTERED**

24 MAR 1995

Post room

