

NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD

Companies House regrets that the microfiche record for this company, contain some documents, which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause

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

M 18/July 10 1987

Please complete
legibly, preferably
in black type or
bold black
letteringInsert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

SABRELEAGUE LIMITED

2119616

Date of creation of the charge

25TH JUNE 1987

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

LEGAL CHARGE MADE BETWEEN SABRELEAGUE LIMITED (1) and
ROYAL TRUST BANK (2)

Amount secured by the mortgage or charge

ALL MONIES LIABILITIES FEES AND COMMISSIONS WHATSOEVER
WHICH ARE DUE OWING OR INCURRED TO ROYAL TRUST BANK ON ANY
ACCOUNT WHETHER PRESENT OR FUTURE ACTUAL OR CONTINGENT SOLE
OR JOINT AS PRINCIPAL OR SURETY, INCLUDING ALL COSTS AND
EXPENSES AND INTEREST.

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

ROYAL TRUST BANK OF ROYAL TRUST HOUSE

48-50 CANNON STREET, LONDON

Postcode EC4N 6LD

Presentor's name, address and
reference (if any):LOVELL WHITE & KING
21 HOLBORN VIADUCT
LONDON, EC1A 2DY

Ref: 2/LW

Time critical reference

For official use

Mortgage section

27 JUN 1987

Post room

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 black
lettering

FIRST ALL THAT FREEHOLD property situate in the London Borough of Ealing and known as Units 2, 3, and 4 30/34 (even) numbers Standard Road and 35/34 (odd numbers) Minerva Road as the same is registered at HM Land Registry under Title No. MX276/84 AND SECONDLY ALL THAT freehold property situate in the London Borough of Ealing and known as 13/27 Minerva Road and 10/24 Standard Road, Park Royal as the same is registered at H.M. Land Registry under Title No. MX407947. INCLUDING in both cases all buildings fixtures (including trade fixtures) and fixed plant and machinery for the time being thereon.

Note

- (a) The Statutory powers and other powers of leasing or agreeing to lease or accepting or agreeing to accept surrender of leases or concluding rent review negotiations are not exercisable without the Mortgagees previous consent in writing.
- (b) The borrower may not without the previous consent in writing of the mortgagee create or attempt to create or permit to subsist any mortgage charge of lien on the mortgaged property.
- Particulars as to commission allowance or discount (note 3)

Signed

Lowell White r k c

Date 26th June 1987

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 Crampton Street, London SE1 5TS

1985 Edition
1185 15020
[5010503]



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 25th June 1987
and created by SABRELEAGUE LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Royal Trust Bank

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th June 1987

Given under my hand at the Companies Registration Office,
Cardiff the

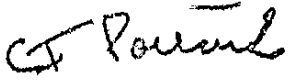
23 JUL 1987.

No. 2119016

Certificate and instrument received by

Date

23.7.87


C.T. POLLOCK
an authorised officer

C.69a



Please 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

M6/15 Jul 1987

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

[] [] [] [] [] []

2119016

Name of company

*SABRELEAGUE LIMITED

Date of creation of the charge

23rd June 1987

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

Legal Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

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

The Rural and Industries Bank of Western Australia of Park
House, 16 Finsbury Circus, London

Postcode

EC2M 7DJ

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

GRANGEWOODS
1 HARLEY STREET
LONDON W1A 4DG
REF: HE/LB
M47/DLC/SEC/PS16

For official use
Mortgage section

REGISTERED

14 JUL 1987

Post room



Time critical reference

1773 15/7

Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 2.

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

Cragwood

Date

14 July 1987

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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5010503

Companies M395

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 6
to Form No 395 and 410 (Scott)

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

Company number

2119016

Name of company

SABRELEAGUE LIMITED

Limited*

*delete if
inappropriate

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over:

- i. All that freehold land and buildings known as Units 1-9 Meridian Industrial Estate Lombard Wall Charlton London SE7 comprised in a transfer of even date herewith and made between Laing Estates (Mill Hill) Limited (1) and the Borrower (2) and is registered with title absolute, under title number SGL 261076
- ii. All that Freehold land and building known as 7B Coronation Road Park Royal London NW10 as is registered with freehold title absolute under title number NGL 221905.
- iii. All that Freehold land and building known as Unit J East Cross Centre Watenden Road Stratford London E15 comprised in a transfer dated 29 day of May 1987 between Gladquote Limited (1) and the Borrower (2) as is registered with title absolute.

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

ctd/...

Short Particulars of the Property Mortgaged or Charged (Continued)

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) 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 or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

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



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 23rd June 1987
and created by SABRELEAGUE LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to The Rural and Industries Bank of
Western Australia

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th July 1987

Given under my hand at the Companies Registration Office,
Cardiff the

27 JUL 1987

No. 2119016

C.T. Pollock
C.T. POLLOCK

Certificate and instrument received by

..... *RCM LC*

.....
Date *30/7*

an authorised officer

C.69a



Particulars of a mortgage or charge

Please do not
write in
this margin.

Pursuant to section 395 of the Companies Act 1985

M164/2 SEP (w)

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

To the Registrar of Companies

For official use Company number

[] [] [] [] [] []

2119016

Name of company

*Insert full name
of company

* SABRELEAGUE LIMITED

Date of creation of the charge

25TH AUGUST, 1987

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

Legal Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

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

The Rural and Industries Bank of Western Australia of

Park House, 16 Finsbury Circus, London

Postcode

EC2M 7DJ

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

GRANGEWOODS
1 HARLEY STREET
LONDON W1A 4DG
REF: JLB/AFP
M47/DLC/SEC/PS16

Time critical reference

For official use
Mortgage section

REGISTERED

2 SEP 1987

Post room

COMPANIES REGISTRATION
- 2 SEP 1987
LC OFFICE LC

Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 2.

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

Shangwoods

Date

28/8/87

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.

164

**Particulars of a mortgage or charge
(continued)**Continuation sheet No. 2
to Form No 395 and 410 (Scot)

Company number

2119016

Name of company

SABRELEAGUE

Limited*

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over

All that freehold land and buildings known as Rippleside Commercial Estate, Barking, London as is registered at H.M. Land Registry with title absolute under Title Number EGL181193

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements). ctd/...

Short Particulars of the Property Mortgaged or Charged (Continued)

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

- (a) 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 or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.
- (b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.
- (c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.
- (d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.
- (e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.
- (f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

Please do not
write in this
binding margin

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



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 25th August 1987
and created by SABRELEAGUE LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to The Rural and Industries Bank of
Western Australia

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 2nd September 1987

Given under my hand at the Companies Registration Office,
Cardiff the 9 SEP 1987

No. 2119016

Certificate and instrument received by

..... Post

.....

Date 10.9.87



S. HIGGINS

an authorised officer

M

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 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

[B] [I] [T]

2119016

Name of company

* SABRELEAGUE LIMITED

Date of creation of the charge

9TH NOVEMBER 1988

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

Legal Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

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

THE RURAL AND INDUSTRIES BANK OF WESTERN AUSTRALIA

PARK HOUSE, 16 FINSBURY CIRCUS, LONDON

Postcode EC2M 7DJ

Presentor's name, address and
reference (if any):GRANGEWOODS
1 HARLEY STREET
LONDON W1A 4DG
REF: LB/SKS/R
SL045For official use
Mortgage Office**REGISTERED**

28 NOV 1988

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

See continuation sheets 1 and 2.

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

Particulars as to commission allowance or discount (note 3)

N41

Signed

Grangerwood

Date 25.11.88

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
11 85 F5526
5010503

Particulars of a mortgage or charge
(continued)Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

2119016

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

Name of company

SABRELEAGUE

Limited*

*Delete if
inappropriate

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over

All that freehold land on the North side of Felixstowe Road, Abbey Wood (known as Lyndean Industrial Estate) in the London Borough of Greenwich and registered at H.M. Land Registry with title absolute under title number SGL108787

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect or any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt

Cont...

Short Particulars of the Property Mortgaged or Charged (Continued)
its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

6 First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) 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 or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

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



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 November 1988
and created by SABRELEAGUE LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to The Rural and Industries Bank of
Western Australia

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 20th November 1988

Given under my hand at the Companies Registration Office,
Cardiff the

- 8 DEC 1988

No. 2119016

Certificate and instrument received by

..... L/S

Date 9/12 GR

P.T. Harrington

P.T. HARRINGTON
an authorised officer

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

Name of company

* SABRELEAGUE LIMITED

2119016

Date of creation of the charge

7TH NOVEMBER 1989

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

FLOATING CHARGE

Amount secured by the mortgage or charge

69a

ALL OR ANY MONIES OBLIGATIONS AND LIABILITIES WHETHER CERTAIN OR CONTINGENT PRESENT OF FUTURE WHICH ARE NOW OR MAY AT ANY TIME HEREAFTER BE OR BECOME PAYABLE DUE OR OWING TO THE BELOW MENTIONED CHARGE/MORTGAGEE (THE "CHARGE") BY THE COMPANY WHETHER SOLELY OR JOINTLY AND WHETHER AS PRINCIPAL OR SURETY OR IN RESPECT OF WHICH THE COMPANY MAY OTHERWISE BE OR BECOME LIABLE TO THE CHARGE. ON ANY ACCOUNT WHATSOEVER TOGETHER WITH INTEREST TO THE DATE OF REPAYMENT (AS WELL AFTER AS BEFORE ANY JUDGMENT) AT SUCH RATE OR RATES AS MAY FROM TIME TO TIME BE STIPULATED BY THE CHARGE.

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

THE WOOLWICH EQUITABLE BUILDING SOCIETY
1 WATLING STREET, BEXLEY HEATH, KENT

Postcode

DA6 7RR

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

Post GREEN DAVID CONWAY & CO.
45 CRAWFORD PLACE
LONDON W1H 1HX

MCT/W608

Time critical reference

For official use
Mortgage section

Post room

REGISTERED

27 NOV 1989



Short particulars of all the property mortgaged or charged

FLOATING CHARGE OVER ALL THE UNDERTAKING AND ALL THE PROPERTY AND OTHER ASSETS OF WHATSOEVER NATURE OF THE COMPANY BOTH PRESENT AND FUTURE INCLUDING THE COMPANIES UNCALLED FOR THE TIME BEING

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



Date

27/11/89

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.



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 7th NOVEMBER 1989
and created by SABRELEAGUE LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to THE WOOLWICH EQUITABLE BUILDING
SOCIETY

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th NOVEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 8th DECEMBER 1989

No. 2119016

A handwritten signature in cursive script, reading 'P. T. Harrington'.

P. T. HARRINGTON
an authorised officer



COMPANIES FORM No. 395

6171/12

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

Post
date

28/11

M41

(1)

To the Registrar of Companies

For official use Company number

[B]

2119016

Name of company

* SABRELEAGUE LIMITED

Date of creation of the charge

7TH NOVEMBER 1989

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

MORTGAGE

Amount secured by the mortgage or charge

THE FIRST ADVANCE AS DEFINED IN THE MORTGAGE CONDITIONS
TOGETHER WITH ANY FURTHER ADVANCES AND ANY INTEREST AND
ALL ALL OTHER SUMS PAYABLE UNDER THE MORTGAGE CONDITIONS.

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

THE WOOLWICH EQUITABLE BUILDING SOCIETY

1 WATLING STREET, BEXLEY HEATH, KENT

Postcode

DA6 7RR

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

GREEN DAVID CONWAY & CO.
45 CRAWFORD PLACE
LONDON W1H 1HX

Post
1055

MCT/W608

Time critical reference

For official use
Mortgage section

REGISTERED

27 NOV 1989

Post room



Short particulars of all the property mortgaged or charged

ALL THAT FREEHOLD PROPERTY KNOWN AS 30-38 STANDARD ROAD AND 35-39 MINERVA ROAD, LONDON NW10 AS IS COMPRISED IN TITLE NO:MX276984

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



Date

27/11/89

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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5010503

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**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 7th NOVEMBER 1989
and created by SABRELEAGUE LIMITED

for securing all moneys due or to become due from the Company to THE
WOOLWICH EQUITABLE BUILDING SOCIETY under the terms of THE MORTGAGE
CONDITIONS

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th NOVEMBER 1989

Given under my hand at the Companies Registration Office,

Cardiff the 7th DECEMBER 1989

No. 2119016

A handwritten signature in cursive script, reading "P. T. Harrington".

P. T. HARRINGTON
an authorised officer

C.69

Post dw
6/12/89

M

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

28/11
M43
[B]

2119016

Name of company

* SABRELEAGUE LIMITED

Date of creation of the charge

7TH NOVEMBER 1989

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

MORTGAGE

Amount secured by the mortgage or charge

THE FIRST ADVANCE AS DEFINED IN THE MORTGAGE
CONDITIONS TOGETHER WITH ANY FURTHER ADVANCES
AND ANY INTEREST AND ALL OTHER SUMS PAYABLE UNDER
THE MORTGAGE CONDITIONS.

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

THE WOOLWICH EQUITABLE BUILDING SOCIETY

1 WATLING STREET, BEXLEY HEATH, KENT

Postcode DA6 7RR

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

GREEN DAVID CONWAY & CO
45 CRAWFORD PLACE
LONDON W1H 1HX

For official use
Mortgage section

REGISTERED

27 NOV 1989

Post room



Short particulars of all the property mortgaged or charged

ALL THAT LEASEHOLD PROPERTY KNOWN AS LYNDEN
INDUSTRIES ESTATE BEING LAND ON THE NORTH SIDE
OF FELIXTOWE ROAD, ABBEY WOOD, LONDON SE2
AS COMPRISED IN TITLE NUMBER SGL 108787

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

Date 27/11/89

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.
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Page 2



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**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 7th NOVEMBER 1989
and created by SABRELEAGUE LIMITED

for securing all moneys due or to become due from the Company to THE
WOOLWICH EQUITABLE BUILDING SOCIETY under the terms of THE MORTGAGE
CONDITIONS

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th NOVEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 7th DECEMBER 1989

No. 2119016

A handwritten signature in cursive script, reading "P. T. Harrington".

P. T. HARRINGTON

an authorised officer

C.69

Post dwd
6/12/89

HC021B

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 black
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number

[]

2119016

Name of company

* SABRELEAGUE LIMITED

Date of creation of the charge

7TH NOVEMBER 1989

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

AGREEMENT RELATING TO DEPOSIT ACCOUNT

Amount secured by the mortgage or charge

AN ADVANCE TO THE COMPANY IN ACCORDANCE WITH THE TERMS
OF A MORTGAGE DATED THE 7TH NOVEMBER 1989

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

THE WOOLWICH EQUITABLE BUILDING SOCIETY

1 WATLING STREET, BEXLEY HEATH, KENT

Postcode

DA6 7RR

Presentor's name, address and
reference (if any):GREEN DAVID CONWAY & CO.
45 CRAWFORD PLACE
LONDON W1H 1HXFor official use
Mortgage section

Post room

REGISTERED

27 NOV 1989



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

£150,000.00 TOGETHER WITH ~~4.25%~~ INTEREST ACCRUING
THEREON

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date

27/11/89

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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**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 7th NOVEMBER 1989
and created by SABRELEAGUE LIMITED

for securing all moneys due or to become due from the Company to THE
WOOLWICH EQUITABLE BUILDING SOCIETY under the terms of THE MORTGAGE DATED
7 NOVEMBER 1989

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th NOVEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 7th DECEMBER 1989

No. 2119016

A handwritten signature in cursive script, reading "P. T. Harrington".

P. T. HARRINGTON
an authorised officer

C.69

Post shw
6/12/89

HC021B



COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

6/6

M281C

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

[B I I I]

2119016

Name of company

* SABRELEAGUE LIMITED

(the "Company")

Date of creation of the charge

25th September 1990

REGISTERED BY ORDER of Court dated 11 June 1991

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

Legal Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

69a

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

Rural and Industries Bank of Western Australia

16 Finsbury Circus, London

Postcode EC2M 7DJ

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

Messrs Kanter Jules
Grangewoods
1 Harley Street
London W1A 4DG
Ref: LB/jec

For official use
Mortgage section

REGISTERED

31 MAY 1991

Post room

COMPANIES HOUSE

31 MAY 1991

M

17

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

Please see attached continuation sheet.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 29th May 1991

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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Companies M305

Continuation sheet No. _____
to Forms Nos 395 and 410 (Scott)

2119016

Name of company

SABRELEAGUE

Limited*

Delete if inappropriate

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over all that freehold property situate and known as Unit J East Cross Centre, Waterden Road Stratford forming part of the property registered at H M Land Registry under title number EGL 205629 and EGL217852 with title absolute.
- (the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.
2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.
3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.
4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.
5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

Note: (Inter alia):

- (a) 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 or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgages Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.
- (b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.
- (c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.
- (d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.
- (e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.
- (f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

