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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

*1111

2999307

Name of company

* Itemtrump Limited ("the Chargor")

Date of creation of the charge

1 May 1992

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

Third Party Legal Charge ("the Third Party Legal Charge") between the Chargor (1) and the Bank of America National Trust & Savings Association ("the Bank") (2)

Amount secured by the mortgage or charge

All moneys, obligations and liabilities on the part of Princes Court Limited incorporated in Jersey, whose registered office is at PO Box 72, 44 Esplanade Avenue, St. Helier, Jersey JE4 8PZ ("Princes Court Limited") to be paid, performed or discharged, whether directly or indirectly, pursuant to the terms of the loan agreement dated 24 March 1992 made between Princes Court Limited (1) the Banks referred to therein (2) and Security Pacific National Bank (3) ("the Agreement"), the debenture dated 30 April 1992 made between Princes Court Limited (1) and the Bank (2) ("the Debenture") and all other documents from time to time entered into by Princes Court Limited in connection with or pursuant to the terms of the Agreement, the Debenture or any other such document, together with all losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise now or hereafter incurred by the Bank or any receiver and/or manager (including, as the contract admits, an

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

Bank of America National Trust & Savings Association, acting through its office in the United Kingdom at Bank of America House, 1 Alie Street, London Postcode E1 8DE

20 MAY 1992

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

Travers Smith Braithwaite
10 Snow Hill
LONDON EC1A 2AL

Ref. NFW/JLB

Time critical reference

For official use
Mortgage section

REGISTERED

15 MAY 1992

Post room



Short particulars of all the property mortgaged or charged

The Third Party Legal Charge contains charges:-

- (A) by way of legal mortgage over all leasehold property known as parts of Basement, Ground and First Floors and whole of Second to Ninth Floor of 78/94 Brompton Road, Knightsbridge, London SW3 as demised by a Lease dated 31 August 1986 made between Sloane Avenue Properties (1) Cristobel Estates Limited (2) and Fulwood Finance Co. Limited (3) including, as the context admits, the whole or any part or parts thereof and all buildings or other structures from time to time erected thereon and all fixtures from time to time thereon or thereon ("the Property");
- (B) by way of specific charge over all rental and other income from the Property, all deeds and documents from time to time relating to the Property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor to the Property, all proceeds of a capital nature in relation to the disposal of the Property, the benefit of any contract for the sale, letting or other disposal of the Property, any rights against lessees or other

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Traver Smith Braithwaite

Date 15th May 1992

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

*Delete as appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property 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.

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Companies M395

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

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**Particulars of a charge
(continued)**

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

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

Company number

~~2999307~~

2119703

Name of company

Itemtrump Limited ("the Chargor")

Limited*

*delete if
inappropriate

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

administrative receiver) appointed under the Debenture ("the Receiver") or by any manager, agent, officer or employer for whose liability, act or omission the Bank or the Receiver may be answerable for anything done or omitted in the exercise of the powers contained in the Debenture or occasioned by any breach by Princes Court Limited of any of its covenants or other obligations under the Debenture or otherwise arising out of or in connection with all property or properties and/or other assets and, where the context so admits, each of them and any part thereof in the process of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of any security from time to time created by or pursuant to the terms of the Debenture or the security from time to time created by or pursuant to the terms of the Debenture.

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occupiers, and/or their sureties and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Property and all the Chargor's fixed plant, machinery and equipment from time to time in, on or under the Property and not part of the Property; and

- (C) by way of first floating charge over the undertaking and all property, assets and rights of the Chargor, whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively specifically mortgaged or charged under the provisions of the Third Party Legal Charge).

The Third Party Legal Charge contains a covenant by the Chargor to pay or procure the payment (on the relevant rental payment date) of all rent (excluding service charge) payable by the Chargor under the lease under which it holds the Property to the account held by Capital Real Estate Limited (company registered number 1603189) with Lloyds Bank plc, 84 Park Lane, London W1, designated Princes Court - Interest Account under Account Number: 0277251 or such other interest account or accounts as may from time to time be designated in substitution for such account.

The charges and assignments created or effected by the Third Party Legal Charge are expressly made to secure present and future advances.

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 1st MAY 1992
and created by ITEMTRUMP LIMITED

for securing all moneys due or to become due from the Company to BANK OF
AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION UNDER THE TERMS OF THE LOAN
AGREEMENT DATED 24th MARCH 1992, THE FINANCE DOCUMENTS (AS DEFINED) AND/OR
THIS CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 15th MAY 1992

Given under my hand at the Companies Registration Office,
Cardiff the 26th MAY 1992

No. 2119703

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES
an authorised officer

C.69

LC