COMPANIES FORM No. 395

Particulars of a mortgage or charge

Please do not	
write in	
this margin	

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies Company number For official use

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

Name of company

2122887

* insert full name of company

SECTORPRIDE LIMITED

Date of creation of the charge

6th November 1987 '

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

×

Legal Charge

Amount secured by the mortgage or charge

All moneys obligations and liabilities whether actual or contingent now or at any time hereafter due owing or incurred to Arbuthnot Latham Bank Limited by the Company.

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

Arbuthnot Latham Bank Limited whose Registered Office is at-131 Finsbury Pavement, Moorgate, London EC2A 1AY EC2A 1AY Postcode

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

TAYLOR WALKER, 65 HIGH STREET, HARPENDEN, HERTS. AL5 2SW

TT/29300

Time critical reference

For official Use Aortgage-Section

1 1 NOV 1987

Post room

COMPANIES RESISTRATION 1 1 NOV 1987 OFFICE M

Firstly by way of Legal Mortgage all that freehold property known as Great Surrey House 203/205 Blackfriars Road London SE1 as the same is registered at HM Land Registry with title absolute under Title Nos. SGL 322825 LN160065 LN 156382 SGL 281667 SGL 305336 and SGL 207475 , and secondly by way of fixed charge all plants fixtures including trade fixtures and all machinery fittings equipment and moveables from time. to time on the said property.

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

10th November 1987

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

† delete as appropriate

Notes

- 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 39%). 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 o	I Charge	dntod	4-1-			
and created by SECTORPRIDE LIMITED		uatea	the	6th	November	1987
,						

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company to Arbuthnot Latham Bank Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 11th November 1987

Given under my hand at the Companies Registration Office, Cardiff the $19\ NOV\ 1987$

No. 2122887	<i>^</i> .
Certificate and instrument received by	gin Groves
······································	N. M. GROVES an authorised officer
Date	wondinger officer



Please do not write in this margin

COMPANIES FORM No. 395

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

Particulars	of	a	mortgage	or	char	ge

SECTORPRIDE LIMITED

M581 7 MARICE

To the Registrar of Companies	For official use Company number
To the negistral of companies	2122887
	L L L
Name of company	

Date of creation of the charge

1988 29 MESBRUARY

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

LEGAL CHARGE

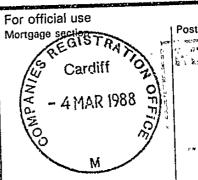
Amount secured by the mortgage or charge

THO MILLION FINE HUNDRED THOUGHD POUNDS (\$2,500,000) TOGETHER WITH INTEREST AND COSTS

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

COMPANY ASSURANCE COMMENCIAL UNION LIFE UNDENSHAFA HELEN'S 3 D Q Postcode EC NOGRA

Presentor's name, address and reference (if any): WILKING KIMBERS HALE COURT LINCOLN'S INN LONDON WCZA 3UW Ref: PRG. Time critical reference





areal surrey HOUSE, 203/2085 BLACKERIARS ROAD LONDON SEIL. BEING THE LAND COMPRISED IN MITHER NUMBERS SGL 322825, LN 160065, LN 156382, SGL 281667, SGL 305336, SGL 207475 / TOGETHER WITH LAND COMPRISED
IN A CONVEYANCE DATED 19th FORWARY 1988
AND MADE BETWEEN BOWDEN SILLETT LTD
WILLIAM SINDALL PLC GEOFFREY NOEL BOWDEN
& DONALD FRANK SILLETT (1) SECHORPRIDE
LIMITED (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)

ハレ

MARCH 193

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 29th February 1988
and created by SECTORPRIDE LIMITED for securing £2,500,000
was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th March 1988
Given under my hand at the Companies Registration Office,
Cardiff the 14 MAR 1988
No. 2122887 An Groves
R. M. GROVES an authorised officer

C.69

Certificate and instrument received by



COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

MS 324 / 14 MAR / CF



Please do not write in this margin Pursuant to section 403(1) of the Companies Act 1985

Please complete legibly, preferably	To the Registrar of Companies	r en	For official use	Company number 2122887				
in black type or, bold block tettering	Name of company							
	* SECTORPRIDE LIMITED							
* insert full name of company								
or earrigant,	THOMAS JOHN THOMSON of 65 Hi	gh Street, Ha	arpenden, Her	tfordshire AL5 2SW				
	of							
† delete as appropriate	a director/the recentary of the above com	npany, do solemn	ly and sincerely d	leclare that the debt for which				
# insert a description	Othe charge described below was given ha	as been paid or sa	atisfied in [full][p ā	321] †				
of the instrument(s)	Date and Description of charge‡6th	November 1987	7 Legal Char	ge				
evidencing the charge, eg		November 198						
10.4	Name and address of [chargee][truste e f o	or the debenture I	holders] Arbut	hnot Latham Bank .				
'Debenture' etc.	Limited, 131 Finsbury Pavement	t, Moorgate, I	London EC2A					
ø the date of registration may be confirmed from the certificate	Short particulars of property chargeds	Short particulars of property chargedsGreat Surrey House, 203/205 Blackfriars						
5 insert brief details of property	And I make this solemn declaration consc provisions of the Statutory Declarations A		ng the same to be	e true and by virtue of the				
	Declared at 2 Sm have		Declarant to si	ign below				
	Hers		-					
	the gb day of wa		· // 、	11/2				
	one thousand nine hundred and Loh	-4 cyn-						
	before me 1/2 al Sun Bli	my	•	ı				
	A Commissioner for Oaths or Notary Pub the Peace or Solicitor having the powers Commissioner for Oaths			•				
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10 12		The state of the s	The firm had a	Go in the solid still be account				
14/2.	* TAYLOR WALKER, 65 HIGH STREET, HARPENDEN,	- 9 MAR 19		And Street 6				
./ `	HERTS. AL5 2SW			Spiritual Comment of the Comment of				

TT/29816



write in this margin

COMPANIES FORM No. 395

M309C

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	12

For official use Company number

Name of company

SECTORPRIDE LIMITED

Date of creation of the charge

JULY 1982

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

CHARGE

Amount secured by the mortgage or charge

TWO MILLION FIVE HUNDRED THOUSAND POUNDS £2,500,000)

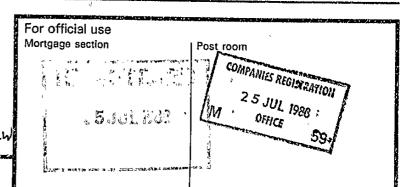
Names and addresses of the mortgagees or persons entitled to the charge

COMMENCIAL UNION COMPANI HELENIS UND ERSHAF1 LONDON Postcode DQ

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

ALSOP WILKINSON HALE COURT LINCO ENIS INN ONDON WCZA Sur

Time critical reference



ALL MONEYS HELD BY MESSONS ALSOP WILKINSON OF HALE COURT LINCOLN'S INN LONDON WCZA BUW ON BEHALF OF SECNORPRIDE LIMITED 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)

MIL

Signed Also Wilhuson

Date 22 7 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 3cotland 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.
- 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 July 1988 and created by SECTORPRIDE LIMITED for securing £2,500,000 and all other moneys due or to become due from the Company to Commercial Union Life Assurance Company Ltd on any account whatsoever under the terms of the Charge dated 7th July 1988

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 25th July 1988

Given under my hand at the Companies Registration Office, Cardiff the $12\,\,\mathrm{AUG}\,1988$

No. 2122887

R. M. GROVES an authorised officer

Certificate and instrument received by

Date 18/2/03

C.69

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge



Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985 Company number To the Registrar of Companies For official use Please complete 2122887 legibly, preferably in black type or, Name of company bold block lettering SECTORPRIDE LIMITED * insert full name of company THOMAS JOHN THOMSON of 65 High Street Harpenden Hertfordshire t delete as [a director][thereexertery][therectministrator][therectministrator][thereexiter][thereexitery][there appropriate solemnly and sincerely declare that the debt for which the charge described below was given has been ‡ insert a description of the instrument(s) paid or satisfied in [full][part] *** creating or evidencing the 29th February 1988 Legal Charge Date and Description of charge# _ charge, eg 'Mortgage', Date of Registrationø 4th March 1988 'Charge', 'Debenture' etc. Name and address of [chargee] It was text for whee debenture knowledge [Commercial Union ... ø the date of Life Assurance Co. Limited of St Helen's 1 Undershaft EC3P 3DQ London registration may be confirmed from the Short particulars of property chargeds ____Great Surrey House 203/205 Blackfriars certificate Road London SE1 § insert brief details of And I make this solemn declaration conscientiously believing the same to be true and by virtue of the property provisions of the Statutory Declarations Act 1835. Declared at Declarant to sign below one thousand nine hundred and before me / A Commissioner for Qaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths Q) Presentor's name address and For official Use reference (if any): Mortgage Section Post room TAYLOR WALKER 65 HIGH STREET HARPENDEN HERTS. AL5 2SW

TT/30415

Companies Form 403a Stat-Plus Limited, Stat-Plus House, Greenlea Park, Prince George's Road, London SW19 2PU Tel. 01-646 5500 **EHG/2**

6 OCT 1988



COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge





Please do not write in this margin

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

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write in this margin		5303C
	To the Registrar of Companies	For official use Company number
Please complete legibly, preferably in black type or.	Name of company	2122887
bold block lettering	SECTORPRIDE LIMIT	TED
	* SECTORERIDA James	
 insert full name of company 	THOMAS JOHN THOMS	SON
	of 65 High Street	Harpenden Hertfordshire
t delete as appropriate	[a director][these executary] the activities to the delegation of the column of the co	时间的 which the charge described below was given has been
‡ insert a description of the instrument(s)		
creating or evidencing the	paid or satisfied in [full]किक्स्प्र Date and Description of charge‡	Charge dated 7th July 1988
charge, eg 'Mortgage',	Date of Registrationø25th July 198	38
'Charge', 'Debenture' etc.	Name and address of [chargee][***********************************	FXK&XIGS&KKK&XIGT&XI] Commercial Union
o the date of	Camponi Irimi'	T.CO
registration may be confirme from the		All monies held by Medals
cer*"ica"		HOHGOH
§ insert orief	Wilkinson of a design const	cientiously believing the same to be true and by virtue of the
details of property	And I make this solemn declaration const	Not 1835
F • • •	provisions of the Statutory Declarations A	Declarant to sign below
•	Declared at	
,	- Hanpenden	
	Harfordshue	41 10 100
	the day of _ No	The state of the s
	one thousand nine hundred and Lith	hy ecchi
	before me	- Varictions
		blic or Justice of
	A Commissioner for Oaths of Notary 1 of the Peace or Solicitor having the powers Commissioner for Oaths	S COLLEGE OF 9
	Commissioner for Casts	
		c (5 -1 1 loo
, 1:1.	reference (if any):	For official Use Mortgage Section Post room
164.	TAYLOR WALKER 65 HIGH STREET HARPENDEN HERTS. AL5 2SW	10 NOV 1988
	TT/30883	79

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Companies Form 403a Stat-Plus Limited, Stat-Plus House, Greenlea Park, Prince George's Road, London SW19 2PU Tel, 01-646 5500

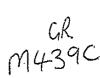


Please do not write in this margin

COMPANIES FORM No. 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

Inco.t full name of company

То	the	Registrar	of	Companies
----	-----	-----------	----	-----------

For official use Company number
2122887

Name of company

SECTORPRIDE LIMITED

Date of creation of the charge

3rd October 1988

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

CHARGE OVER RENTAL SUMS

Amount secured by the mortgage or charge

SEE APPENDIX II annexed hereto

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

FENNOSCANDIA BANK LIMITED, The Old Deanery,

Dean's Court, London ("the Bank")

Postcode

EC4V 5AA

Presentor's name, address and reference (if any):
FRANKS CHARLESLY & CO.
HULTON HOUSE,
161/166 FLEET STREET,
LONDON, EC4A 2DY.

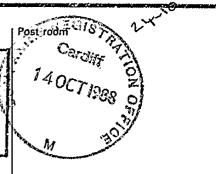
Ref: TFF/38234

Time critical reference

For official use Mortgago section

REGISTERED

1 4 OCT 1988





Short particulars				22		M.Spirot 7 puping Market Comp of The Principles	
	PLEASE	SEE	APPENDIX	ΙΊ	annexed	hereto	

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

*Delete as appropriate

On behalf of {\delta bary} and a mortgagee/chargee]

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.



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CHARGE OVER RENTAL SUMS

APPENDIX I

FORM 395 - AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All monies, obligations and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by it in any manner whatsoever:

- (a) whether or not such indebtedness, obligations or liabilities shall have been incurred to the Bank or whether it is entitled to lodge a claim in respect thereof solely by reasons of the sale or assignment of such indebtedness or liability to it by the party originally entitled; and
- (b) whether actually or contingently, and whether solely or jointly with any other person, and whether as principal or surety

together with such other proper charges and expenses which the Bank may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Company's accounts (including without limitation the Charged Account in so far as it is held by the Bank for the time being), and so that interest (in the absence of express agreement to the contrary) shall be computed and compounded according to the usual mode of Bank with regard to the Company as well after as before any demand made or judgment obtained hereunder

NOTE:

- The Charge Over Rental Sums was entered into by Agelook Limited and Sectorpride Limited and all references to "the Company" is to both of these companies
- 2. The expression "Charged Account" means the account number 900613 designated "C I TOWER RENTAL SUMS" opened on the books of the Bank and charged in favour of the Bank pursuant to this Charge and includes any other account as may be opened at the direction of the Bank hereafter in addition thereto or in substitution therefor for the receipt of Rental Sums

CHARGE OVER RENTAL SUMS

APPENDIX II

FORM 395 - PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

- (a) By way of first fixed charge, all Rental Sums and all other monetary debts and claims (including things in action which give rise or may give rise to a debt) now or hereafter due or owing to the Company under or in connection with the Leases and the full benefit of all rights and remedies of the Company relating thereto
- (b) By way of first fixed charge, the Charged Account, and all sums of money now or at any time hereafter standing to the credit of the Charged Account, together with all interest accruing thereon

NOTE:

- 1. The Charge Over Fantal Sums was entered into by Agelook Limited and Sectorpride Limited and all references to "the Company" is to both of the charge companies
- The following expressions appearing in Appendix I and II hereof have the following meanings as set out in the Charge Over Rental Sums:

"the Property" the freehold land situate at and known as C I Tower New Malden Surrey as the same is registered at HM Land Registry with other land under title number SGL7410

"the Leases" means lease agreements leases underleases tenancy agreements and licences to which the Property is with the consent of the Bank for the time being subject including (but without derogation from the generality of the foregoing) the various occupational leases which the Property is held subject to and the documents supplemental to cocupational leases and all renewals of any of the foregoing and (again where the context so permits) such expression includes each or any of them and "Lease" shall be construed accordingly

"encumbrance" means any mortgage charge pledge lien hypoecation of other encumbrance, priority or security interest deferred purchase title retention leasing sale and purchase or sale and lease-back arrangements whatsoever over or in any property assets or rights of whatsoever nature and includes any agreement for any of the same

"Security Documents" means divers securities effected by the Company and others in favour of the Bank

"Rental Sums" means rental or as the case may be licence fee income together with default interest on overdue rentals (and determined from the due date to the date of payment whether before or after judgment) and any sums receivable by virtue of loss of rent insurance due in each amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the Company (or any person to the substance of the transaction the Bank reasonably regard as being under the terms of the Leases

CHARGE OVER RENTAL SUMS

The Charge contains a prohibition that the Company shall not assign transfer or otherwise dispose of or alienate deal or create incur or permit to subsistancy encumbrance upon all or any part of the Charged Property or its right title and interest therein or agree or attempt to do so





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 3rd October 1988 and created by SECTORPRIDE LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the Company and/or Agelook Limited to Fennoscandia Bank Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 14th October 1988

Given under my hand at the Companies Regist. Cardiff the NOV 1988	ration Office,
No. 2122887	& Huggins
Certificate and instrument received by	S. HIGGINS
Date 9-11-88	an authorised officer

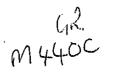


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COMPANIES FORM No. 395

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
Name of company	
* SECTORPRIDE LIMITED	
Date of creation of the charge	
3rd October 1988	
Description of the instrument (if any) creating or ev	idencing the charge (note 2)
LEGAL CHARGE	
Amount secured by the mortgage or charge	
PLEASE SEE APPENDIX I	•
Names and addresses of the mortgagees or personal	
FENNOSCANDIA BANK LIMITED,	

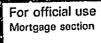
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Presentor's name, address and reference (if any):

FRANKS CHARLESLY & CO. HULTON HOUSE, 161/166 FLEET STREET, LONDON, EC4A 2DY.

Ref: TFF/38234

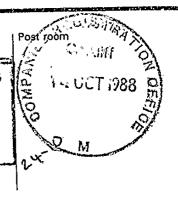
Time critical reference





140CT 1989

Postcode



EC4V 5AA

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Short particulars of all the property mortgaged or charged PLEASE SEE APPENDIX II

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

On behalf of {company} [mortgagee/chargee]

*Delete as appropriate

- 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.



LEGAL CHARGE

APPENDIX I

FORM 395 - AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- (i) all present or future indebtedness of the Borrower to or in favour of the Bank on any current advance, loan or other account whatsoever including but without limitation indebtedness under and pursuant to a Credit Agreement dated the 30th September 1988 and made between the Company (1) Central London Securities Limited (2) the Bank (3);
- (ii) all liabilities in respect of notes, drafts or bills discounted or paid or bills accepted for or at the request of the Company, letters of credit, or bid or performance bonds, guarantees or indemnities issued or assumed by the Bank, or any other dealing, transaction or engagement entered into by the Bank, or other loans, credits or advances made to or for the accommodation or at the request of the Company;
- (iii) all other liabilities and obligations whatsoever of the Company to the Bank, present or future, actual or contingent including liabilities as surety or guarantor; and
- (iv) all costs, charges and expenses owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made available to the Company or in relation to the enforcement or attempted enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis

together with in each of the cases mentioned in subclauses (1) (ii) (iii) and (iv) above with all interest, commissions and bank and discount charges, such interest being computed in each such case according to the usual mode of the Bank and so that interest shall be payable at the same rate as well after as before any judgment Provided always that whenever any interest payable by the Company shall be in arrears for more than 14 days it shall be treated as an accretion to the principal moneys owing by the Company as from the day on which it ought to have been paid and shall itself bear interest at the same rate or at some other appropriate rate as may be determined by the Bank in its absolute discretion but so that the Bank may at any time enforce payment of any capitalised interest and on any date for payment of interest the Company may pay to the Bank any capitalised interest in addition to the interest then due and Provided further that if the Company shall be in arrear in the payment of any principal monies owing the whole of the principal monies (including any capitalised interest) outstanding from time to time shall bear interest at a rate of 5% above the relevant London Interbank offered rate from time to time or such other rate (not being in excess of the foregoing rate) as the Bank shall specify from time to time

NOTE: The Legal Charge was entered into by Agelook Limited and Sectorpride Limited and references to "the Company" is to both of these companies

Solution of the

LEGAL CHARGE

APPENDIX II

FORM 395 - PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Company as beneficial owner to the intent that the security hereby created shall rank as a continuing security for all the Liabilities HEREBY CHARGES:

- (i) by way of first legal mortgage the Property together with all buildings and erections and fixtures and fittings and fixed plant and machinery for the time being thereon belonging to the Company and all improvements and additions thereto subject to (but in the case of properties registered at HM Land Registry only to the extent that such are registered or protected on the Register or are overriding interests) and with the benefit of the Leases but otherwise free from encumbrances:
- by way of first fixed equitable charge the benefit of each and all of the personal covenants by the lessees or underlessees under the Leases is held now or from time to time and each and all of the guarantees and each and all of the rental and other deposits in respect of the obligations of lessees or underlessees under or pursuant to the Leases in any such case whether given to the Company or any predecessor in title of the Company and any existing or after acquired easements rights in the nature of easements or other rights benefiting or otherwise affecting the Property from time to time; and
- (iii) by way of first fixed charge the copyright and rights in the nature of copyright vested in the Company from time to time in any plans specifications and negatives prepared for or in connection with any development of or on the Property and the implied licence of the Company in any such plans specifications and negatives the copyright of which is not vested in the Company; and
- by way of first fixed equitable charge the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors, building contractors and consulting engineers now or at any time engaged by the Company in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any such persons;
- (v) by way of first floating charge the undertaking of the Company and all its other property assets and rights whatsoever and wheresoever both present and future;
- (vi) by way of first fixed equitable charge the benefit of all insurance policies in force from time to time in relation to the Property and all monies payable thereunder in so far as they are capable of being charged by the Company; and

LEGAL CHARGE without prejudice to the generality of the foregoing by way of first fixed equitable charge all and any proceeds of sale or other disposal fixed equitable charge all and any proceeds of sale or other disposal or realisations of the Property payable or receivable before at or after completion of any such or other disposal or realisation and whether payable to or receivable by the Company or any agent or other person on its behalf or the Commissioners of Inland Revenue or any account set up at any time in the name or for the account of the company into which the proceeds of any such sale or other disposal standing to the credit of any such account

NOTE:

ť,

- The Legal Charge is entered into by Agelook Limited and Sectorpride 1. Limited and reference to "the Company" is to both of these companies 2.
- The following expressions appearing in Appendix I and II hereof have the following meanings as set out in the Legal Charge:

"the Property" means the freehold land situate at and known as C I Tower New Malden Surrey as the same is registered at HM Land Registry with other land under title number SGL7410

"the Leases" means lease agreements leases underleases tenancy agreements and licences to which the Property is with the consent of the Bank for the time being subject including (but without derogation the generality of the foregoing) the various occupational leases such occupational leases and all renewals of any of the foregoing and any of them and "Lease" shall be construed accordingly

"encumbrance" means any mortgage charge pledge lien hypoecation of other encumbrance, priority or security interest deferred purchase title retention leasing sale and purchase or sale and lease-back arrangements whatsoever over or in any property assets or rights of whatsoever nature and includes any agreement for any of the same

The Legal Charge contains a prohibition on the Company creating or 3. attempting to create any encumbrance over the Charged Property Without the previous written consent of the Bank



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 3rd October 1988 and created by SECTORPRIDE LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the Company and/or Agelook Limited to Fennoscandia Bank Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 14th October 1988

· · · · · · · · · · · · · · · · · · ·	
Given under my hand at the Companies Regist	ration Office,
Cardiff the - 7 NOV 1988	
3	ss Higgins
No. 2122887	\$,HIGGINS
Certificate and instrument received by	-
•••••	an authorised office
Date	



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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



M Z 3

Please completeligibly, prefera in black type of	hlu
bold block lettering	

*Insert full name of company

То	the	Registrar	of	Companies
----	-----	-----------	----	-----------

For official use Company number 2122887

Name of company

SECTORPRIDE LIMITED

Date of creation of the charge

3rd October 1988

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

DEBENTURE

Amount secured by the mortgage or charge

PLEASE SEE APPENDIX I

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

FENNOSCANDIA BANK LIMITED, The Old Deanery, Dean's Court, London ("the Bank") Postcode EC4V 5AA

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

FRANKS CHARLESLY & CO. HULTON HOUSE, 161/166 FLEET STREET, LONDON, EC4A 2DY.

Time critical reference

Ref: TFF/38234

For official use we will be Mortgage section Crosm ST Cardiff 140CT 1988

ihort parti	iculars of all the property mortgaged or charged	20072
	PLEASE SEE APPENDIX II	
rticulars a	as to commission allowance or discount (note 3)	
	NTL NTL	

*Delete as appropriate

Please do not write in this margin

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

Notes

On behalf of [zompanyk[mortgagee/chargee]*

Signed

- 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 dilijence, 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

(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
- 4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

DEBENTURE

APPENDIX I

FORM 395 - AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Ç;

- all present or future indebtedness and/or balance of the Company to or in favour of the Bank on any current advance, loan or other account whatsoever;
- (ii) all liabilities in respect of notes, drafts or bills discounted or paid or bills accepted for or at the request of the Company, letters of credit, or bid or performance bonds, guarantees or indemnities issued or assumed by the Bank, or any other dealing, transaction or engagement entered into by the Bank, or other loans, credits or advances made to or for the accommodation or at the request of the Company;
- (iii) all other liabilities whatsoever of the Company to the Bank, present or future, actual or contingent including liabilities as surety or guarantor; and
- (iv) all costs, charges and expenses owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made available to the Company or relation to the enforcement or attempted enforcement of any such full and unlimited indemnity basis

together in each of the cases mentioned in Sub-Clauses (i), (ii), (iii) and (iv) above with all interest, commissions and bank and discount charges, such line interest being computed in each such case according to the usual mode of the Bank and so that interest shall be payable at the same rate as well after as company shall be in arrear for more than fourteen days it shall be treated as which it ought to have been paid and shall itself bear interest at the same absolute discretion but so that the Bank may at any time enforce payment of any capitalised interest and on any date for payment of interest the Company due and Provided further that if the Company shall be in arrear in the payment of any principal monies owing the whole of the principal monies (including any rate of five per cent per annum above the relevant London Interbank offered rate from time to time

APPENDIX II

FORM 395 - PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

- by way of first legal mortgage the interest of the Company as joint proprietor with AGELOOK LIMITED (Company Number: 2237081) in the fittings and fixed plant and machinery for the time being thereon all improvements and additions thereto subject to (but in the case of are registered at HM Land Registry only to the extent that such interests) and with the benefit of the Leases;
- (ii) by way of first fixed charge all estates or interests in any freehold or leasehold property (except the Property) now or at any time during the continuance of this security belonging to the Company:
- (iii) by way of first fixed charge all the goodwill and uncalled capital for the time being of the Company and all its patents, patent applications, trade marks, service marks, trade names, registered designs, copyrights, licences and all ancillary and connected rights both present and future;
- (iv) by way of first fixed charge all investments of the Company listed or dealt in on a recognised Stock Exchange, both present and future;
- by way of first fixed charge all stocks, shares and other securities now or at any time during the continuance of this security belonging to the Company or any of its subsidiary companies;
- (vi) by way of first fixed charge all book debts and other monetary debts and claims both present and future now and from time to time due and rights relating thereto including (without prejudice to the generality reservation of property rights, rights of tracing and unpaid vendor's liens and similar and associated rights:
- (vii) by way of fixed equitable charge and assigns the benefit of each and Leases and the lease or underleases which the property referred to in time and each and all of the guarantees in respect of the obligations leases or underleases under or pursuant to the Leases and the said any predecessor in title of the Company and any existing or after benefiting or otherwise affecting the Property from time to time;
- (viii) by way of first fixed charge the copyright and rights in the nature of copyright vested in the Company from time to time in any plans development of or on the property referred to in paragraph (i) and (ii) specifications and negatives the copyright of which is not vested in the Company:

DEBENTURE

- by way of fixed equitable charge of the Contracts and without prejudice thereto the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors, building contractors and consulting engineers now or at any time engaged by the Company in relation to the property referred to in paragraph (i) and (ii) above and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the said property and any other person firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any such persons;
- by way of first fixed equitable charge the benefit of all insurance policies in force from time to time in relation to the Charged Property and all monies payable thereunder insofar as they are capable of being charged by the Company;
- Without prejudice to the generality of the foregoing by way of first fixed equitable charge all and any proceeds of sale or other disposal or realisations of the Property payable or receivable before at or after completion of any such or other disposal or realisation and whether payable to or receivable by the Company or any agent or other person on its behalf or the Commissioners of Inland Revenue or any other authority body or person whatsoever and the benefit of any account set up at any time in the name or for the account of the Company into which the proceeds of any such sale or other disposal realisation shall be deposited and all monies from time to time standing to the credit of any such account; and
- (xii) by way of first floating charge the Company's undertaking and all its other property, assets and rights whatsoever and wheresoever situate, both present and future including but not limited to such of the property, assets and rights described in paragraphs (i) to (xi) inclusive of this Sub-Clause (A) as are not otherwise effectively charged by way of fixed charge pursuant to this Clause

NOTE:

1. The following expressions appearing in Appendix I and II hereof have the following meanings as set out in the Debenture:

"the Property" means the freehold land situate at and known as C I Tower New Malden Surrey as the same is registered at HM Land Registry with other land under title number SGL7410

"the Leases" means lease agreements leases underleases tenancy agreements and licences to which the Property is with the consent of the Bank for the time being subject including (but without derogation from the generality of the foregoing) the various occupational leases which the Property is held subject to and the documents supplemental to such occupational leases and all renewals of any of the foregoing and (again where the context so permits) such expression includes each or any of them and "Lease" shall be construed accordingly

"encumbrance" means any mortgage charge pledge lien hypoecation of other encumbrance, priority or security interest deferred purchase

DEBENTURE

title retention leasing sale and purchase or sale and lease-back arrangements whatsoever over or in any property assets or rights of whatsoever nature and includes any agreement for any of the same

2. The Debenture contains a prohibition on the Company creating or attempting to create any encumbrance over the Charged Property without the previous written consent of the Bank

e 40



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 3rd October 1988 and created by SECTORPRIDE LIMITED

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

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 14th October 1988

Given under my hand at Companies Registration Office, Cardiff the 31 OCT 1938

No.	2122887
Certificate	e and instrument received by

R. M. GROVES an authorised officer

C. 69a



COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

Please do not write in this margin

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

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lease complete egibly, preferably	To the Registrar of Companies For official use Company number 2122887
n black type or, old block lettering	Name of company
insert full name of company	* SECTORPRIDE LIMITED
	L THOMAS JOHN THOMSON
1	of 25 MORETON AVENUE HARPENDEN HERTFORDSHIRE AL5 2SW
delete as appropriate	[a director][the secretary][the administrator][the administrative resolver]† of the above company, do
insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage',	solemnly and sincerely declare that the debt for which the charge described below was given has bee paid or satisfied in [full][part]† Date and Description of charge: 3 OCTOBER 1988 - DEBENTURE
'Charge', 'Debenture' etc.	Date of Registrations
the date of registration may be confirmed from the certificate	THE OLD DEANERY DEANS COURT LONDON Short particulars of property chargeds ALL THE ASSETS AND UNDERTAKING OF THE COMPANY
insert brief details of property	And 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 43 flight treet Declarant to sign below the 12th day of January one thousand nine hundried and minety thee
الط	A Commissioner for Oaths or Notery Public or Justice of the Peace or Sollcitor having the powers conferred on a Commissioner for Oaths.

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

TAYLOR WALTON 65 HIGH STREET HARPENDEN

Ref: AT/SECO07/3

For official Use
Mortgage Section

Post room

COMPANIES HOUSE

13 JAN 1993

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge



Please do not write in this margin

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

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Please complete egibly, preferably	To the Registrar of Companies	S 5 For official use Company number	
n black type or, nold block lettering	Name of company	2122887	
	* SECTORPRIDE LIMITED		
insert full name of company	SECTORPRIDE BIMITED		
	L THOMAS JOHN THOMSON		
/	· · · · · · · · · · · · · · · · · · ·	RPENDEN HERTFORDSHIRE AL5 2SW	
delete as *		strator][the administrative receiver]† of the above company, do	
appropriate solemnly and sincerely declare that the debt for which the charge described below was given has			
of the instrument(s) creating or	paid or satisfied in [full][part]†		
evidencing the charge, eg	Date and Description of charge‡LE	EGAL CHARGE DATED 3 OCTOBER 1988	
'Mortgage', 'Charge', 'Debenture' etc.	Date of Registrationø		
the date of	Name and address of [chargee][truste	ee for the debenture holders] FENNOSCANDIA BANK LIMITED	
registration may be confirmed from the	ntion may be THE OLD DEANERY DEANS COURT LONDON		
certificate	Short particulars of property charged	§ ALL THE ASSETS AND UNDERTAKING OF THE COMPANY	
insert brief details of property	And I make this solemn declaration conscientiously believing the same to be true and by virtue of the		
	provisions of the Statutory Declaration	ns Act 1835.	
	Declared at 43 flex	Declarant to sign below	
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	one thousand nine hundred and nearly this		
	before me		
5 .	A Commissioner for Oaths or Notary fi the Peace or Solicitor having the power	Public or Justice of ers conferred on a	
ے الکی	Commissioner for Oaths		
-			
	Presentor's name address and	For official Use	
	reference (if any):	Mortgage Section Post room	
	TAYLOR WALTON 65 HIGH STREET	REGISTERED	
	HARPENDEN ALS 2SW	COMPANIES HOUSE	
	Ref: AT/SECO07/3	1 3 JAN 1993 1 13 JAN 1993	