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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

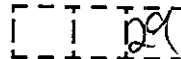
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2246025

Name of company

* FINANCIAL OPTIONS SERVICES LIMITED (THE "COMPANY")

Date of creation of the charge

14 JANUARY 1999

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

LEGAL CHARGE (THE "CHARGE")

Amount secured by the mortgage or charge

AS SET OUT IN SCHEDULE 1 TO THIS FORM

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

BARCLAYS INDUSTRIAL DEVELOPMENT LIMITED (COMPANY NO. 1444636) WHOSE ADDRESS IS AT 50 FOUNTAIN STREET, MANCHESTER, M2 2AS AS SECURITY TRUSTEE FOR THE BENEFICIARIES ("SECURITY TRUSTEE" AND "BENEFICIARIES" BEING AS DEFINED IN SCHEDULE 1 TO THIS FORM)

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

Eversheds Solicitors
London Scottish House
24 Mount Street
Manchester
M2 3DB

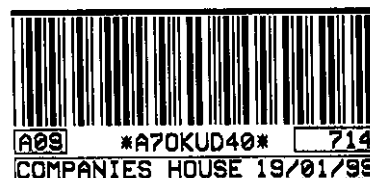
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Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

AS SET OUT IN SCHEDULE 2 TO THIS FORM

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legibly, preferably
in black type, or
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Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 15 JANUARY 1999

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.

SCHEDULE 1
COMPANY: FINANCIAL OPTIONS SERVICES LIMITED

Number: 2246025

Amount Secured by Mortgage or Charge

All present and/or future indebtedness of the Company to the Beneficiaries (as defined in a security agency agreement of 4 September 1998 between inter alia Barclays Industrial Development Limited as security agent and trustee for the Beneficiaries (the "Security Trustee") and the Company as amended by a supplemental security agency agreement of 14 January 1999 (the "Security Agency Agreement")) on any current and/or other account with interest and bank charges and all other liabilities whatsoever of the Company to the Security Trustee present future actual and/or contingent and all costs charges and expenses howsoever incurred by the Security Trustee in relation to the charge and such indebtedness and or liabilities on a full indemnity basis and for the repayment of interest on the foregoing day by day from demand until full discharge (as well as after before judgement) at the rate payable or deemed to be payable by the Company. Such interest will be calculated and compounded as agreed or in such manner as the Security Trustee may reasonably determine from time to time.

The costs and expenses referred to above shall include (for avoidance of doubt) all amounts the Security Trustee may from time to time require to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the charge and recovery of the liabilities secured by it.

SCHEDULE 2
COMPANY: FINANCIAL OPTIONS SERVICES LIMITED
Number: 2246025
Short Particulars of Property Mortgaged or Charged

Pursuant to the Charge, the Company with full title guarantee charges by way of legal mortgage all and every interest in or over the leasehold premises known as 1st Floor, Capital House, Waterfront 2000, Salford Quays, Manchester, which the Company now or hereafter has power so to charge and charges in equity all other interests therein (the "Mortgaged Property") and the proceeds of sale thereof and charges to the Security Trustee all monies to be recovered under any policy of insurance effected in respect of the Mortgaged Property.

The Company with full title guarantee also charges by way of floating security all moveable plant machinery implements utensils furniture and equipment building and other materials goods and other effects now and from time to time placed on or used in or about the Mortgaged Property with the discharge on demand of all moneys costs and interest as aforesaid and the expression the "Mortgaged Property" shall be construed accordingly.

The Company with full title guarantee hereby assigns unto the Security Trustee ALL THAT the goodwill and connection of any business or businesses from time to time carried on in or upon the Mortgaged Property or any part or parts thereof and the full benefit of all licences (which expression shall also include any registrations) held in connection with such business(es) subject to redemption on payment of all liabilities hereby secured and the expression the "Mortgaged Property" shall be construed accordingly.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02246025

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 14th JANUARY 1999 AND CREATED BY FINANCIAL OPTIONS SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES (AS DEFINED IN A SECURITY AGENCY AGREEMENT DATED 4 SEPTEMBER 1998) AND ALL MONIES DUE OR TO BECOME DUE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JANUARY 1999.

M. Cornelius
M. CORNELIUS

for the Registrar of Companies



C O M P A N I E S H O U S E