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legibly, preferably
in black type, or
bold block lettering*insert full name
of company

Companies Form No.395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

* EAGLE STAR TRUST COMPANY LIMITED

(the "Mortgagor")

Date of creation of the charge

30TH JUNE 2000

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

Mortgage Deed (the "Mortgage")

Amount secured by the mortgage or charge

1. All money and liabilities whether actual or contingent (including further advances made thereafter by the Bank and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due, owing or incurred from or by
- (the "Customer") to the Bank anywhere or for which the Customer may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other persons and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including, but not limited to:
- (a) in the case of the death, bankruptcy, administration, liquidation or dissolution of the Customer all sums (whether actual or contingent) which would at any time have been owing to the Bank by the Customer if such death or dissolution had occurred or such bankruptcy, administration or liquidation had commenced at the time when the Bank received effective notice thereof in accordance with sub-clause 29.6 of the Mortgage and notwithstanding such death, bankruptcy, administration, liquidation or dissolution, and
- (b) in the event of the discontinuance by any means of the Mortgage all cheques, drafts and other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or

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

Lloyds TSB Bank plc DEPT 9987 PO BOX 853 EASTON
ROAD BRISTOL

(the "Bank")

Postcode

BS99 5HZ

Presentor's name address and
reference (if any):BLAKE LADTHORN
KINGS COURT
21 BARNWICK PLACE
SOUTHAMPTON SO15 2AQ

Time critical reference

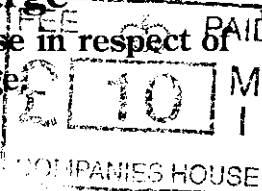
For official Use

Mortgage Section

Post

A25
COMPANIES HOUSE0644
14/07/00
11/07/00

395



NATWEST

295991

For official use

Company number

2372343

Short particulars of all the property mortgaged or charged

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bold block lettering

- (a) By way of legal mortgage with full title guarantee, the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future rights or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (the "Mortgaged Property") and such expression shall include all or any part thereof;
- (b) By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations as defined in the Mortgage.
- (c) By way of assignment with full title guarantee, the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and by way of an agreement to assign the benefit of all such guarantees or covenants under any such lease or underlease thereafter granted if and when required by the Bank or as directed by the Bank.
- (d) By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is entitled to a share or shares in any company connected with the Mortgaged Property, such share or shares and all rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage).
- (e) By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arose in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations.

The Mortgagor may not without the prior consent in writing of the Bank:

- (a) sell, assign, licence, sub-licence or otherwise dispose of or deal in any other way with the Mortgaged Assets (as defined in the Mortgage);

Particulars as to commission, allowance or discount (note 3)

NIL

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed

Date

6TH JULY 2000

On behalf of [signature] [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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Amount due or owing on the mortgage or charge (Continued)

securities drawn by or for the account of the Customer on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes effective, although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of the Customer to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credit then established by the Bank for the Customer.

2. Interest on all such money and liabilities to the date of payment at such rate or rates as might at any time be agreed between the Bank and the Customer or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank might select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select.
3. Commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by the Customer or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2 above on each such sum from the date that the same was incurred or fell due;

with a limit on the amount recoverable under the Mortgage of £ 300,000.00

together with interest, commission, banking charges, costs and other sums as described in the Third Schedule to the Mortgage.

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Short particulars of all the property mortgaged or charged (Continued)

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- (b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than a prior mortgage or charge mentioned in the Second Schedule to the Mortgage) over all or any part of the Mortgaged Assets or over all or any part of the furniture, stock, goods, movable plant, machinery, implements, utensils and equipment from time to time placed on or used in or about (but not forming part of) the Mortgaged Property;
- (ii) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above.

SCHEDULE

The Freehold/~~Leasehold~~ property known as or being **UNIT 10 TALISMAN BUSINESS PARK**
DUNCAN ROAD PARK GATE SOUTHAMPTON HAMPSHIRE
including the entirety of the property comprised in the document(s) particulars of which are set out below:

Date	Description (Conveyance, Lease, Assignment, Assent etc.)	Parties
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CHARGE Land Certificate(s) Title No(s).	Administrative Area
HQ 439654	SOUTHAMPTON



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02372343

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED THE 30th JUNE 2000 AND CREATED BY EAGLE STAR TRUST COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JULY 2000.

LR
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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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