

**M**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge****395**Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering

Pursuant to section 395 of the Companies Act 1985

**REGISTERED****22 NOV 1990**

To the Registrar of Companies

For official use

Company number

2505599

Name of company

\* **TILEPORT LIMITED (the "Mortgagor")**\*Insert full name  
of company

Date of creation of the charge

**5th November 1990**

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

Legal Charge (the "Charge") made between the Mortgagor and Somer Moor Investments Ltd (the Borrower) and Gota Bank (formerly known as Gotabanken) (the "Bank").

Amount secured by the mortgage or charge

Any liability of Somer Moor Investments Limited (the "Borrower") under or in respect of:-

- (a) any sums payable by the Borrower to the Bank up to a maximum of £10.25 million under a Facility letter dated 23rd June 1989 (as amended or supplemented from time to time) from the Bank; and
- (b) a Mortgage dated 28th June 1989 and made between the Borrower and Gamlestaden Fastigheter A B (1) and the Bank (2).

(together "the Secured Liabilities")

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

**Gota Bank London Branch (formerly known as Gotabanken)****Gota House, 70-74 Cannon Street,****London**

Postcode

**EC4N 6AE**Presentor's name address and  
reference (if any):

26/11  
Watson, Farley & Williams  
Minorities House  
2-5 Minorities  
London EC3N 1BJ

Ref: SAC/1573.9003 (2446w)

Time critical reference

For official Use

Mortgage Section

Post room

The Mortgagor, as beneficial owner, and as security for payment when due of the Secured Liabilities, hereby mortgages, charges and assigns (and agrees to assign) in favour of the Bank:-

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

- (a) by way of first legal mortgage, all its estate or interest in all that leasehold property known as and situate at 120-130 (even numbers) High Street, New Malden and comprised in the following leases:
- (i) A lease dated 10th March 1965 for a term of 45 years from 24th June 1962 and registered at H.M. Land Registry under Title Number SGL 12928 being the shop and first floor of 124 High Street, New Malden and
- (ii) a lease dated 24th June 1965 for a term of 42 years from 25th March 1964 and registered at H.M. Land Registry under Title Number SGL 20604 being shop and first floor 126-130 High Street, New Malden

Particulars as to commission allowance or discount (note 3)

NIL

Signed

W F Williams

Date

22.11.90

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.

- (iii) and a lease dated 8th October in respect of (i) above, for a term commencing 24th June 2007 and expiring 1st October 2015 and in respect of (ii) above, for a term commencing on 25th March 2006 and expiring on 1st October 2015 (the "Property").
- (b) by way of assignment, the benefit of all contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Mortgagor and relating to the Property (including but without limitation, licences, patents, copyrights and trademarks, all insurance policies and contracts of insurance and the benefit of all rentals payable by the tenants under leases affecting any part of the property) provided that in the case of the assignment of rentals payable by the tenants such assignment shall not be perfected until an Event of Default (as defined in the said Mortgage dated 23rd June 1989) has occurred; and
- (c) by way of floating charge, all its undertaking and all its other property, assets and rights whatsoever (and wheresoever situate) now or at any time belonging to the Mortgagor, together with all property assets and rights not effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs (a) or (b) above provided that such floating charge shall be subordinated to any other floating charge created by the Borrower.

LEGAL CHARGE

Dated 5th November 1990

TILEPORT LIMITED

-and-

SOMERMOOR INVESTMENTS LIMITED

-and-

~~GAMLESTADEN FASTIGHETER A.B.~~

*an*  
*ru*

-and-

GOTA BANK

CERTIFIED TRUE COPY OF ORIGINAL

*W.F. Williams*  
*15/11/90*

WATSON, FARLEY & WILLIAMS  
Minorities House  
2-5 Minorities, London EC3N 1BJ

LEGAL CHARGE  
Third Party Charge

THIS LEGAL CHARGE dated the 5th day of November 1990

BETWEEN:-

- (1) TILEPORT LIMITED of 65 High Street, Harpenden (the "Mortgagor");
- (2) SOMERMOOR INVESTMENTS LIMITED of 65 High Street, Harpenden and ~~GAMLESTADEN FASTIGHETER A.B. care of 65 High Street, Harpenden~~ (the "Borrower"); and
- (2) GOTA BANK (formerly known as GOTABANKEN) of Gota House 70/74 Cannon Street, London EC4N 6AE (the "Bank").

WITNESSES as follows:-

1. DEFINITIONS

the "Bank" shall include each and every branch thereof and the persons deriving title under the Bank.

the "Mortgagor" shall include the persons deriving title under the Mortgagor or entitled to redeem the security constituted by these presents.

the "Prescribed Rate" means such rate as may be agreed from time to time between the Bank and the Borrower whether pursuant to any facility letter loan agreement guarantee or otherwise howsoever and in the absence of agreement at such rate as may from time to time be properly chargeable by the Bank.

the "Property" means the property described in the Schedule hereto together with all buildings fixtures plant and machinery now or subsequently erected thereon.

the "Secured Liabilities" means any liability of the Borrower under or in respect of:-

(a) a Facility Letter dated 23rd June 1989 (as amended or supplemented from time to time) from the Bank; and

(b) a Mortgage dated 28th June 1989 and made between the Borrower <sup>and Gamlestadens Fastigheter AB</sup> (1) and the Bank (2).

2. COVENANTS FOR PAYMENT

The Borrower covenants with the Bank to pay or discharge to the Bank on demand any of the Secured Liabilities together with interest thereon

from the due date therefor until payment hereunder at the Prescribed Rate and so that such interest shall be computed and compounded according to the usual practice of the Bank and as well after as before judgment.

3.01 CHARGE

The Mortgagor as beneficial owner and as security for the payment when due of the Secured Liabilities hereby mortgages charges and assigns (and agrees to assign) in favour of the Bank:-

- (a) by way of first legal mortgage all its estate or interest in the Property;
  - (b) by way of assignment, the benefit of all contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Mortgagor and relating to the Property (including but without limitation, licences, patents, copyrights and trademarks, all insurance policies and contracts of insurance and the benefit of all rentals payable by the tenants under leases affecting any part of the Property) provided that in the case of the assignment of rentals payable by the tenants such assignment shall not be perfected until an Event of Default (as defined in the said Mortgage dated 23rd June 1989) has occurred; and
  - (c) by way of floating charge, all its undertaking and all its other property, assets and rights whatsoever (and wheresoever situate) now or at any time belonging to the Mortgagor, together with all property, assets and rights not effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs (a) or (b) above provided that such floating charge shall be subordinated to any other floating charge created by the Borrower.
- 3.02 Upon the Bank being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, and following a written request therefor from the Mortgagor, the Bank will release the security created by this Legal Charge.
- 3.03 This security shall constitute a continuing security for all moneys and liabilities which shall on the execution hereof or at any time hereafter be or become owing or incurred by the Borrower to the Bank in any manner whatever and the security hereby created shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities (or by any settlement of accounts between the Mortgagor and/or the Borrower and the Bank).
- 3.04 The security so created shall be in addition to, and shall not in any way be prejudiced or affected by any collateral or other security which the Bank may now or from time to time hold or take from or on account of the Mortgagor or Borrower or any lien to which the Bank may be entitled.
- 3.05 (a) Any settlement or discharge under this Charge between the Bank and the Mortgagor shall be conditional upon no security or payment to the Bank by the Mortgagor or the Borrower or any other person being

avoided or set-aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force, and if such condition is not satisfied, the Bank shall be entitled to recover from the Mortgagor on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred.

(b) The obligations of the Mortgagor hereunder shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate the Mortgagor from its obligations hereunder in whole or in part, including without limitation, and whether or not known to or discoverable by the Mortgagor, the Borrower, the Bank, or any other person:-

- (i) any time or waiver granted to or composition with the Borrower or any other person; or
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Borrower or any other person; or
- (iii) any legal limitation, disability, dissolution, incapacity or other circumstances relating to the Borrower or any other person; or
- (iv) the unenforceability, invalidity or frustration of any obligations of the Borrower; or
- (v) the absence of or any defective excessive or irregular exercise of borrowing powers of the Borrower or any other fact or circumstance as the result of which any indebtedness or liability incurred or purported to be incurred by the Borrower or by any person purporting to act on behalf of the Borrower is void or unenforceable by the Bank against the Borrower.

This security shall nevertheless be valid and binding upon the Mortgagor as though it secured a liability of the Mortgagor to the Bank as principal debtor and by way of indemnity for the same amount as that for which the Borrower would have been liable had a valid and enforceable indebtedness or liability as between the Borrower and the Bank been created

(c) The Mortgagor acknowledges and agrees that it has not received any security from the Borrower or any other person for the giving of this Charge and it will not take any such security without the prior written consent of the Bank and the Mortgagor will hold any security taken in breach of this provision in trust for the Bank.

(d) Until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Bank, the Mortgagor shall not by virtue of any payment made hereunder on account of the Secured Liabilities:-

- (i) be subrogated to any rights, security or moneys held or received or receivable by the Bank; or

- (ii) be entitled to exercise any right of contribution from any co-surety liable in respect of such moneys and liabilities under any other guarantee, security or agreement; or
- (iii) exercise any rights of set-off or counterclaim against the Borrower or any such co-surety; or
- (iv) receive, claim or have the benefit of any payment, distribution, security or indemnity from the Borrower or any such co-surety; or
- (v) unless so directed by the Bank, when the Mortgagor will prove in accordance with such directions, claim as a creditor of the Borrower or any such co-surety in competition with the Bank.

The Mortgagor shall hold in trust for the Bank and forthwith pay or transfer (as appropriate) to the Bank any such payment (including an amount equal to any such set-off), distribution or benefit of such security, indemnity or claim in fact received by it.

#### 4. MORTGAGOR'S COVENANTS

The Mortgagor covenants with the Bank:-

- 4.01 To procure that the Property is kept insured against loss or damage by fire and other usual risks (and such other risks as the Bank may require) in the full amount of its reinstatement value from time to time in such name and with such insurers as the Bank shall in writing approve and on terms requiring the insurers not to cancel any such policy without giving at least fourteen days prior notice to the Mortgagor and the Bank and to pay all premiums necessary for effecting and keeping up such insurances on the first day on which they ought to be paid and to have the interest of the Bank noted on any such policy and (if required) to deliver to the Bank such policy or policies and the receipt (or other evidence of payment satisfactory to the Bank) for every premium payable in respect of such policy or policies; the Mortgagor will apply all proceeds of such insurances in or towards making good the loss or damage in respect of which such funds were received or (in the absolute discretion of the Bank) in or towards discharging the Secured Liabilities.
- 4.02 To procure that the Property is kept in good and substantial repair and when necessary rebuild and renew the same and the Mortgagor shall permit the Bank and such persons as the Bank shall from time to time in writing for that purpose appoint to enter and view the state and condition thereof.
- 4.03 Not without the prior written consent of the Bank (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent):
  - (a) grant or agree to grant (whether in exercise of any statutory power or otherwise) any lease or tenancy of the whole or any part of the Property or assign or agree to the assignment or vary or surrender or accept the surrender of any lease or tenancy of the whole or any part of the Property;



(b) create incur assume or permit to subsist any mortgage pledge charge encumbrance or other security interest over the whole or any part of the Property and the Mortgagor hereby applies to the Chief Land Registrar for a restriction to be entered on the Register of the title to the Property that except under an Order of the Chief Land Registrar no disposition by the Proprietor of the land is to be registered without the consent of the Proprietor for the time being of this Legal Charge;

(c) change or permit or suffer to be changed the present authorised user of the Property;

the Bank's consent under paragraphs (a) and (c) hereof not to be unreasonably withheld.

- 4.04 To pay all rates outgoing and any other sums payable out of or in respect of the Property and to pay the rents reserved by and observe and enforce the due observance of all the covenants contained in any lease or tenancy of the whole or any part of the Property.
- 4.05 The Mortgagor will not do or permit or suffer to be done in or upon the Property any waste spoil or destruction nor without the consent in writing of the Bank make any alterations or addition to the Property and the Mortgagor will not without the consent in writing of the Bank do or suffer to be done on the Property anything which might be deemed to be a development under the Town & Country Planning Acts (which expression shall mean the Town & Country Planning Acts 1972-1984 or any statutory modification or enactment or replacement thereof for the time being in force or any orders or regulations made thereunder) nor do or suffer any act matter or thing whereby any statutory instrument obligation or regulation under the said Acts shall be infringed so as to prejudice the Bank or render the Bank or the Property subject to any liability under the said Acts.
- 4.06 The Mortgagor will forthwith produce to the Bank any order direction requisition permission notice or other matter whatsoever affecting or likely to affect the Property and served upon the Mortgagor by any third party and the Mortgagor shall either comply with the same or make such objections and representations against the same as the Bank may require or approve.
- 4.07 The Mortgagor will execute and do at the expense of the Mortgagor all such obligations works and things whatsoever as may now or at any time during the continuance of this security be directed or required by any present or future statute regulation order or instrument or under any bylaws regulations requirement or direction by any national or local or other competent authority or body to be executed or done upon or in respect of the Property or any part thereof or by the owner or occupier thereof.
- 4.08 Not do or cause or permit or suffer to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Bank of this security.
- 4.09 Duly and punctually to perform and observe all covenants and stipulations affecting the Property or any part thereof.

- 4.10 Deposit with the Bank and the Bank shall be entitled to hold during the continuance of this security all deeds and documents of title relating to the Property and such other documents relating to the Property as the Bank may from time to time require.
- 4.11 Forthwith at the request of the Bank execute a legal mortgage, charge, pledge or assignment over the Property or any part thereof and all rights and remedies relating thereto in such form as the Bank may require.
- 4.12 If the Mortgagor shall fail to perform any of the covenants contained in this clause 4 the Bank in its absolute discretion may remedy such failure at the Mortgagor's expense either itself or through any other person and on such terms as the Bank shall consider appropriate without in any event becoming liable to account as a mortgagee in possession or otherwise except as provided in Clause 5.03 hereof.

5. THE BANK'S REMEDIES RELATIVE TO THE PROPERTY

- 5.01 The Secured Liabilities (or any part thereof) shall be immediately payable on demand at any time and failing the immediate payment and satisfaction of the Secured Liabilities (or such part) the power of sale and other powers conferred upon mortgagees by the Law of Property Act 1925 as is varied and/or extended by this Legal Charge shall be immediately exercisable.
- 5.02 No purchaser from the Bank or other person shall be entitled or required to enquire or be affected by notice as to whether demand hereunder has or has not been made or whether any power exercise hereunder has become exercisable or whether any of the Secured Liabilities are outstanding.
- 5.03 Neither the Bank nor any receiver appointed by the Bank hereunder shall by reason of the Bank or any such receiver entering into possession of the whole or any part of the Property be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or admission for which a mortgagee in possession may be liable.
- 5.04 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Legal Charge. The statutory powers of leasing conferred on the Bank shall be extended so as to authorise the Bank to lease make agreements for leases accept surrenders of leases and grant options as the Bank shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of the said Act.
- 5.05 Any moneys received by the Bank or any receiver appointed by the Bank hereunder shall be paid or applied in the following order of priority:-
  - (a) in satisfaction of all costs charges and expenses incurred and payments made by the Bank or such receiver and of the remuneration of such receiver;
  - (b) in or towards satisfaction of the Secured Liabilities (and in such order as the Bank may decide);

(c) as to the surplus (if any) to the person or persons entitled thereto;

and such moneys at the sole discretion of the Bank may be placed in a suspense account and kept there for so long as the Bank thinks fit.

6. RECEIVERS

- 6.01 In addition to the powers conferred in Clause 5.01, at any time after this Legal Charge shall have become enforceable, the Bank may (without notice to the Mortgagor) appoint in writing any person (or persons) including an officer(s) of the Bank to be a receiver (or joint receivers) of the whole or any part of the Property and may in like manner remove any such receiver whether or not appointing another in his place provided always that any such receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration. Any receiver appointed by the Bank shall in addition to the powers conferred upon a receiver by the Law of Property Act 1925 and pursuant to that Act have the same power to sell lease surrender or accept surrenders of any lease or charge or otherwise deal with and dispose of the Property or any part thereof as a sole absolute owner.
- 6.02 All or any of the powers authorities and discretions hereby conferred either explicitly or by reference to any receiver appointed hereunder may be exercised by the Bank without first appointing a receiver or notwithstanding any such appointment.

7. POWER OF ATTORNEY PERFECTION OF SECURITY AND DELEGATION

- 7.01 The Mortgagor shall (at its own expense) execute and do all such assurances acts and things as the Bank in its absolute discretion may require for perfecting or protecting the security hereby created (or any part thereof) or for preserving the rights of the Bank under this Legal Charge or for facilitating the realisation of this security or any part thereof and in the exercise of all powers authorities and discretions vested in the Bank or in any receiver appointed hereunder or in delegation of the Bank's powers authorities and discretions under this Legal Charge.
- 7.02 The Mortgagor hereby by way of security and in order more fully to secure the performance of the Mortgagor's obligations hereunder irrevocably nominates constitutes and appoints the Bank and a receiver of the Property jointly or severally its attorney-in-fact on its behalf and in its name place and stead or in the name of the Bank as such attorney may decide to execute and do all assurances and acts and deeds and execute and deliver under seal or otherwise all the deeds agreements and documents which the Mortgagor could itself do in relation to the Property or in connection with any of the matters provided for in this Legal Charge (including without limitation to make any demand upon or to give notice or receipt to any person owing moneys to the Mortgagor and execute and deliver any charges legal mortgages assignments or other security and any transfers of securities) and generally in its name and on the Mortgagors behalf exercise all or any of the powers authorities and discretions conferred by or pursuant to this Legal Charge or by statute on the Bank or any such receiver.

- 7.03 The Bank from time to time may delegate to any person all or any of the rights powers and discretions exercisable by the Bank hereunder and in such manner and upon such terms as the Bank may deem appropriate.

8. BANK'S EXPENSES

- 8.01 The Mortgagor will pay to the Bank or (as the case may be) any receiver appointed hereunder on demand all costs charges and expenses incurred and all payments made by the Bank or such receiver and the exercise or the purported exercise of the powers conferred by this Legal Charge or otherwise on the Bank or such receiver or in the preservation of rights of the Bank under or enforcement of, this Legal Charge; all such costs charges expenses and payments shall be paid and charged as between the Bank and the Mortgagor on a fully indemnity basis.
- 8.02 The Mortgagor will indemnify and save harmless the Bank, each receiver appointed hereunder and each attorney or agent appointed pursuant hereto from and against any and all claims, demands, liabilities, judgments, costs, payments and expenses suffered, incurred or made by the Bank or such receiver in good faith in the exercise or purported exercise of any rights, powers or discretions vested in the Bank, such receiver or such attorney or agent pursuant hereto and the Bank, such receiver or such attorney or agent may retain or pay all sums in respect of the same out of money received under the powers hereby confirmed.

9. MISCELLANEOUS

- 9.01 In case the Mortgagor may have more than one account with the Bank it shall be lawful for the Bank at any time and without any prior notice on that behalf forthwith to transfer all or any part of any balance outstanding to the credit of any such account which may be in debit but the Bank shall notify the Mortgagor of the transfer having been made.
- 9.02 The Bank shall be at liberty from time to time to give time for payment of any bill or bills of exchange promissory note or other security or securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer or endorser or otherwise to any party or parties thereto or liable thereon as the Bank shall in its discretion think fit without in any manner releasing the charge created by clause 3 or affecting the security.
- 9.03 If the Bank receives notice (either actual or constructive) of any subsequent charge or other interest affecting any part of the Property the Bank may open a new account or accounts with the Mortgagor and if the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amounts due from the Mortgagor to the Bank at the time when it received notice.
- 9.04 A notice demand or other communication (including all consents, approvals and waivers on the part of the Bank) under or in respect of

this Legal Charge to either party hereto shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) and when despatched (in the case of telex or facsimile) to such party addressed to it at such address as that person may have designated in writing from time to time to the person giving the notice (or, if no such address has been designated to its last known address). A written notice includes a notice by telex or facsimile. A notice or other communication received on a non-working day or after business hours in the place of receipt, shall be deemed to be served on the next following working day in such place.

- 9.05 The Bank's certificate or the certificate of any receiver appointed hereunder as to any amount due under or as to any other matter provided for in this Legal Charge shall be conclusive and binding on the Mortgagor in the absence of manifest error.
- 9.06 The clause heading shall not affect the construction of this Deed.
- 9.07 The agreements, undertakings and obligations on the part of each person constituting the Mortgagor and/or the Borrower contained in this Legal Charge shall take effect as joint and several agreements, undertakings and obligations and the other provisions of this Legal Charge shall be construed accordingly and, at any time and from time to time, the Bank shall be at liberty to release or discharge in whole or in part any of such persons from their respective agreements, undertakings or obligations under this Legal Charge or to accept any composition from, or make any other arrangements of whatever nature with, any of such persons without thereby prejudicing or affecting any of the Bank's rights and remedies against any such other person. In the event of this Legal Charge or any security provided in respect of this Legal Charge being invalid or unenforceable whether as a result of lack of capacity or improper or ineffective execution or for any other reason whatsoever in respect of any of such persons, the liability under this Legal Charge of such other persons or each of such other persons to the Bank shall not be affected and such liability shall take effect accordingly.
- 9.08 (a) This Legal Charge shall be governed by, and construed in accordance with, English Law.
- (b) In relation to any dispute arising out of or in connection with this Legal Charge, and for the exclusive benefit of the Bank, the Mortgagor and/or the Borrower hereby irrevocably and unconditionally submit to the jurisdiction of the High Courts of Justice in England and waives any objection to proceedings with respect to this Legal Charge in such Courts on the grounds of venue or inconvenient forum.

IN WITNESS whereof this Legal Charge has been duly executed the day and year first before written.

Schedule above referred to

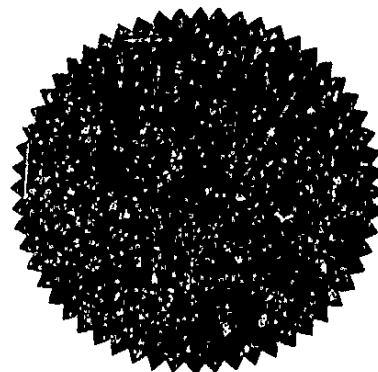
All that leasehold property known as and situate at 120-130 (even numbers) High Street, New Malden and comprised in the following leases:

- (i) A lease dated 10th March 1965 for a term of 45 years from 24th June 1962 and registered at H.M. Land Registry under Title Number SGL 12928 being the shop and first floor of 124 High Street, New Malden and
- (ii) a lease dated 24th June 1965 for a term of 42 years from 25th March 1964 and registered at H.M. Land Registry under Title Number SGL 20604 being shop and first floor 126-130 High Street, New Malden
- (iii) and a lease dated 8th October 1990 in respect of (i) above, for a term commencing 24th June 2007 and expiring 1st October 2015 and in respect of (ii) above, for a term commencing on 25th March 2006 and expiring on 1st October 2015.

THE COMMON SEAL of the  
Mortgagor  
was hereunto affixed in the  
presence of:-

Director

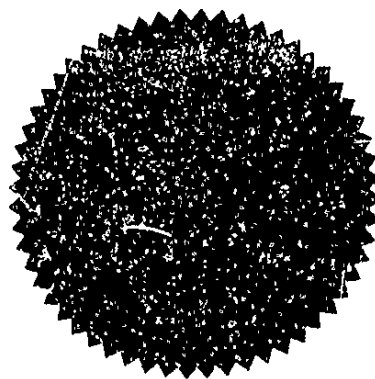
Secretary Taylor Walton



THE COMMON SEAL of  
SOMERMOOR INVESTMENTS LIMITED  
was hereunto affixed in the  
presence of:-

Director

Secretary Taylor Walton



SEALED by GAMLESTADEN  
FASTIGHETER AB and SIGNED  
and DELIVERED on its behalf  
and in the presence of the  
witness signing below by:-

*[Handwritten signature]*

.....  
Witness

.....  
Duly authorised officers

SIGNED by PAUL DOWNING  
and SVEN WÄLDERG  
duly authorised signatories  
for and on behalf of the Bank

*[Handwritten signature]*  
*Sven Wälberg*



## 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 5th NOVEMBER 1990 and created by TILEPORT LIMITED for securing all moneys due or to become due from SOMERMOOR INVESTMENTS LIMITED to GOTABANK under the terms of a Facility Letter dated 23rd JUNE 1989 and a Mortgage dated 28th JUNE 1989

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 22nd NOVEMBER 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 29th. NOVEMBER 1990

No. 2505599

  
(J EDWARDS)

an authorised officer

Certificate and instrument received by

.....R.S.T.....

Date .....29/11/90.....

C.69



**M**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

Please do not  
write in  
this margin

To the Registrar of Companies

For official use Company number

2505599

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

Name of company

\* TILEPORT LIMITED a company incorporated in England and Wales  
(the "Mortgagor")

\*Insert full name  
of company

Date of creation of the charge

13th March, 1992

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

Mortgage (the "Mortgage") made between the Mortgagor and Gota Bank (the  
"Lender")

Amount secured by the mortgage or charge

Any liability of the Mortgagor (whether such liability shall be the  
sole liability of the Mortgagor or shall be a joint liability of the  
Mortgagor with any other person) under or in respect of:-

(a) any sums payable by the Mortgagor to the Lender under the terms of  
the Facility Letter dated 6th March, 1992 as amended from time to time  
and the Mortgage; and

(b) any costs, charges and expenses owed to, or incurred directly or  
indirectly by, the Lender in relation to any of such indebtedness or  
liabilities including cost incurred in respect of action taken by the  
Lender with respect to a stranger to this security, the Financing  
(Contd)

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

Gota Bank, London Branch

Gota House, 72-74 Cannon Street

London

Postcode

EC4N 6AE

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

Watson, Farley & Williams  
15 Appold Street  
London EC2A 2HB

Ref: MJW/4085H

For official Use

REGISTERED

18 MAR 1992

Post room

COMPANIES HOUSE

18 MAR 1992

Time critical reference

Short particulars of all the property mortgaged or charged

Mortgagor, as beneficial owner, and as security for the payment when due of the secured liabilities, hereby mortgages, charges and assigns (and agrees to assign) in favour of the Lender:-

(a) By way of first legal mortgage, all the estate or interest of the Mortgagor in the freehold property known as 120-130 (even numbers) High Street, New Malden, Surrey as the same is registered at H M Land Registry with title absolute under title number SY251080 together with all buildings, fixtures and fittings and fixed plant and machinery thereon belonging to the Mortgagor; and

(b) by way of assignment, the benefit of all contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Mortgagor and relating to the Mortgaged Property (including but without limitation, licences, patents, copyrights and trademarks, all insurance policies and contracts  
(Contd)

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

*Watson, Faby & Wilkin*

Date

*17/3/92*

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.

Please do not  
write in this  
binding margin

Documents or the Security Documents (as defined in the Mortgage), or any other security held by the Lender, or in connection with any such security on a full and unlimited indemnity basis, in each case together with all interest, fees and bank and discount charges payable with respect thereof.

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

of insurance and any agreements entered into between the Mortgagor and any contractor relating to the development of any part of the Mortgaged Property) and the benefit or rentals payable by the tenants (if any) of the whole or any part of the Mortgaged Property.

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

(c) by way of floating charge, all its undertaking and all its other property, assets and rights whatsoever (and wheresoever situate) now or at any time belonging to the Mortgagor, together with all property assets and rights not effectively charged by way of legal mortgage<sup>3</sup> or fixed charge or assignment pursuant to paragraphs (a) or (b) above.



## 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 13th MARCH 1992 and created by TILEPORT LIMITED for securing all moneys due or to become due from the Company to GOTA BANK under the terms of the facility letter dated 6th MARCH 1992 as amended from time to time and this charge and under the terms of the Financing Documents or the Security Documents (as therein defined) or any other security

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 18th MARCH 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 24th MARCH 1992

No. 2505599

Post.  
24.3.92.  
SL.

  
S. A. JENKINS  
an authorised officer

C.69

**M**

Please do not  
write in  
this margin

COMPANIES FORM No, 395

**395****Particulars of a mortgage or charge**

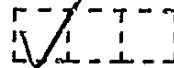
Pursuant to section 395 of the Companies Act 1985

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



M22

2505599

Name of company

\*TILEPORT LIMITED

Date of creation of the charge

13th March, 1992

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

DEBENTURE (the "Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of Central London Securities Limited ("CLS") to (Sparbankernas Bank) (the "Bank") under the terms of an undertaking dated 1st August, 1990 given by CLS to the Bank together with all costs, charges and expenses incurred by the Bank in connection with the protection and preservation or enforcement of its respective rights under this debenture and under the said undertaking.

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

SWEDBANK (SPARBANKERNAS BANK) of SwedBank House, 42/45 New Broad Street, London

Postcode

EC2M 1SB

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

Allen & Overy  
9 Cheapside  
London EC2V 6AD

Ref: TSL/E02203006

Time critical reference

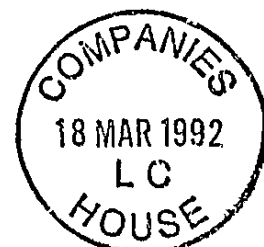
For official use

Mortgage Section

**REGISTERED**

18 MAR 1992

Post room



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

Please see Continuation Sheet No. 1

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Allen & Overy

Date 16th March 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 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.

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

Please do not  
write in this  
margin

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No. \_\_\_\_\_  
to Forms Nos 395 and 410 (Scot)

Company number

2505599

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

Name of company

TILEPORT LIMITED

Limited\*

\*Delete if  
inappropriate

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



By way of second legal mortgage it's freehold interest in the Property together with all buildings and fixtures thereon, the proceeds of sale of all or any part thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants.

By way of second fixed charge, all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof.

By way of a floating charge all its undertaking and assets whatsoever and wheresoever both present and future not for the time being otherwise effectively mortgaged or charged by the mortgage and charge referred to above.

For the purposes of the above, the following terms have the following meanings:

"Company" means Tileport Limited.

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest in respect of the Mortgaged Property.

"Mortgaged Property" means the property hereby legally mortgaged and any other freehold or leasehold property the subject of this security.

"Property" means all that freehold property known as 120-130 (even numbers) High Street, New Malden and land at the rear of 132 High Street, New Malden registered at H.M. Land Registry with title absolute under Title No. SY251080.

Please do not  
write in this  
margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Please do not  
write in this  
margin

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

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 13th MARCH 1992  
and created by TILEPORT LIMITED

for securing all moneys due or to become due from CENTRAL LONDON  
SECURITIES LIMITED to SPARBANKERNAS BANK under the terms of AN  
UNDERTAKING DATED 1ST AUGUST 1990 AND THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 18th MARCH 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd MARCH 1992

No. 2505599

*P. Morris*  
P. MORRIS

an authorised officer

C.69

*L.C. 4P 23/3*

# M

COMPANIES FORM No. 403a

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

# 403a

Please do not  
write in  
this margin

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

5765

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

2506599

\* insert full name  
of company

Name of company

\* TILEPORT LIMITED

I THOMAS JOHN THOMSON

of 25 MORETON AVENUE HARPENDEN HERTFORDSHIRE

† delete as  
appropriate‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

[a director] [the secretary] [the administrator] [the administrative receiver] † of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] [part] ‡

Date and Description of charge ‡ LEGAL CHARGE DATED 5.11.90

Date of Registration

Name and address of [chargee] [trustee for the debenture holders]

o the date of  
registration may be  
confirmed from the  
certificateShort particulars of property charged \$ THE LEASEHOLD PROPERTY AT 120-130 (EVEN  
NUMBERS) HIGH STREET NEW MALDEN SURREY§ insert brief  
details of  
propertyAnd 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 High Street  
Harpenden Hertfordshire

Declarant to sign below

the 12<sup>th</sup> day of October

one thousand nine hundred and ninety-two

before me New 17<sup>th</sup> DayA Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresentor's name address and  
reference (if any):TAYLOR WALTON  
65 HIGH STREET  
HARPENDEN  
HERTS AL5 2SW

Ref: TT/34721

For official Use  
Mortgage Section

REGISTERED

14 OCT 1992

Post room

COMPANY SECTION

14 OCT 1992

# M

Please do not  
write in  
this margin

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

\*Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

**REGISTERED**

25 JAN 1993

To the Registrar of Companies

For official use Company number

114

2505599

Name of company

TILEPORT LIMITED (the "Company")

Date of creation of the charge

11th January, 1993 *the deed of mortgage dated 11.1.93*

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of the Company to the Bank under each Finance Document to which the Company is a party (the "Secured Liabilities").

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

Midland Bank plc

St. Magnus House, 3 Lower Thames Street,

London (the "Bank")

Postcode

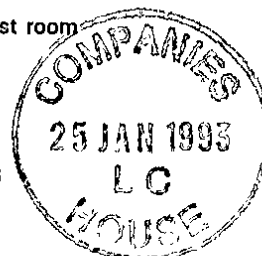
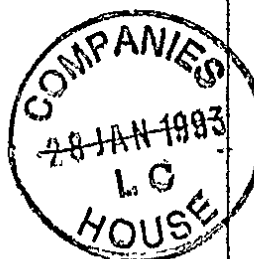
EC3R 6HA

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

Allen & Overy  
9 Cheapside  
London EC2V 6AD  
SMP/EJB/LPM  
E16852033

For official use  
Mortgage section

Post room



Time critical reference

# 395

- 1 FEB 1993  
- 28 JAN 1993

Please do not  
write in  
this margin

- (a) By way of a second legal mortgage subject to the Prior Charge all that freehold property known as New Malden House, 120-130 (even numbers), High Street, New Malden and land at the rear of 132 High Street, New Malden registered at H.M. Land Registry with absolute title under title number SY251080 (the "Property"):

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

(See Continuation Sheet No. 1)

Particulars as to commission allowance or discount (note 3)

N/A

Signed Alex & Overy

Date 22nd January, 1993

On behalf of ~~company~~ S ~~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

Please do not  
write in this  
margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2505599

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

Name of company

TILEPORT LIMITED (the "Company")

Limited\*

\*Delete if  
inappropriate

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



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

Please do not  
write in this  
margin

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

Please do not  
write in this  
margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (b) By way of second fixed charge subject to the Prior Charge:
- (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property belonging to the Company;
  - (ii) all plant and machinery owned by the Company and its interest in any plant or machinery in its possession;
  - (iii) all moneys standing to the credit of any account (including the Security Accounts) with any person and the debts represented by them;
  - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
  - (v) all of the Company's book and other debts, the proceeds of the same and all other moneys due and owing to the Company and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
  - (vi) (to the extent that they do not fall within any other sub-paragraph of this paragraph (b)) all of the Company's rights and benefits under any distributorship or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
  - (vii) any beneficial interest, claim or entitlement of the Company in any pension fund;
  - (viii) the Company's goodwill;
  - (ix) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the Company's business or the use of any Security Asset specified in any other sub-paragraph in paragraphs (a), (b) or (c) and the right to recover and receive all compensation which may be payable to it in respect of them; and
  - (x) the Company's uncalled capital;
- (c) By way of assignment subject to the Prior Charge all the Property Receipts; and

Please do not  
write in this  
margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Forms Nos 395 and 410 (Scot)

Company number

2505599

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

Name of company

TILEPORT LIMITED (the "Company")

~~Limited~~\*

\*Delete if  
inappropriate

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

--

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

Please do not  
write in this  
margin

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

Please do not  
write in this  
margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (d) By way of a second floating charge all the Company's assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraphs (a), (b) or (c).

For the purpose of this Form 395:

"Borrower"

means Express Offices Limited.

"Borrower Charge"

means the charge dated 11th January, 1993 entered into by the Borrower.

"Charge on Cash"

means the charge over cash contained in the Borrower Charge.

"Charge Over Shares"

means the charge over shares in the Borrower dated 11th January, 1993 entered into by CLS Holdings Limited.

"CLSM"

means Central London Securities Management Limited.

"CLSM Charge"

means the charge dated 11th January, 1993 entered into by CLSM.

"Credit Agreement"

means the £26,000,000 credit agreement dated 15th December, 1992 between the Borrower, the Company and the Bank.

"Deed of Priorities"

means a priorities agreement dated 11th January, 1993 between the Bank, Central London Securities Limited, Gamlestaden PLC and the Borrower.

"Finance Document"

means this Debenture, the Deed of Priorities, the Borrower Charge, the Credit Agreement, the Charge Over Shares, the CLSM Charge, the Personal Guarantee, the Charge on Cash and the New Malden Letter or any other document designated as such by the Bank and the Borrower and includes all amendments and supplements.

Please do not  
write in this  
margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No. 3  
to Forms Nos 395 and 410 (Scot)

Company number

2505599

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

Name of company

TILEPORT LIMITED (the "Company")

—Limited—

\*Delete if  
inappropriate

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



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

Please do not  
write in this  
margin

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

Please do not  
write in this  
margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

"Insurances"

means all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest.

"Mortgaged Property"

means any freehold or leasehold property the subject of the security created by this Debenture.

"New Malden Letter"

means the letter dated 14th October, 1992 sent by Gota Bank and acknowledged by the Bank.

"Personal Guarantee"

means the guarantee dated 11th January, 1993 entered into by Mr. Sten Mortstedt.

"Prior Charge"

means a legal charge over the Mortgaged Property made on 13th March, 1992 between the Company (1) and Gota Bank (2).

"Property Receipts"

means all payments by way of rent or otherwise including:

- (a) the gross rents, licence fees and other monies reserved by or arising out of all leases and underleases (or agreements therefor), tenancy agreements and licences to which the Company's interest in the Property and/or any part or parts thereof is in reversion and to which the Company is entitled including, without limitation:
  - (i) sums payable for the acceptance of a surrender of any lease;
  - (ii) any sum payable as rent or as if the same were rent or recoverable as rent in any such case whether variable or not or reserved as rent or not;
  - (iii) any increase of rent payable by virtue of any offer falling within the proviso to section 3(1) of the Landlord and Tenant Act 1927;
  - (iv) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954;

Please do not  
write in this  
margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 4  
to Forms Nos 395 and 410 (Scot)

Company number

2505599

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

Name of company

\*Delete if  
inappropriate

TILEPORT LIMITED (the "Company")

Limited\*

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

Please do not  
write in this  
margin

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

Please do not  
write in this  
margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (v) any mesne profits payable as a result of any proceedings taken or claim made for the same;
  - (vi) any damages for or representing loss of rent payable as a result of any proceedings taken or claim made for the same;
  - (vii) VAT, service charges, insurance premiums and all amounts due under any management contract in relation to the Property;
  - (viii) any sum payable now or hereafter in accordance with (a) above and (b) below to or for the account of the Company in respect of the Property; and
- (b) all other monies derived by the Company from any third parties relating to any payment by way of consideration for the use and/or occupation of the Property specified (including, without limitation, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums appropriated from any deposit held as security for performance of any tenant's obligations).

"Security Account"

means an account established under this Debenture.

"Security Assets"

means all assets of the Company the subject of any security created by this Debenture.

"Security Interest"

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

N.B. The Company shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Debenture and the Prior Charge; or
- (b) sell, transfer, grant, or lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created hereunder.

E16852033



# 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 11th JANUARY 1993  
and created by TILEPORT LIMITED

for securing all moneys due or to become due from the Company to MIDLAND  
BANK plc under the terms of UNDER THE TERMS OF EACH FINANCE DOCUMENT TO  
WHICH THE COMPANY IS A PARTY

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 25th JANUARY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 3rd FEBRUARY 1993

No. 2505599

  
an authorised officer

C.69

LC  
3/2  
SL.



M

COMPANIES FORM No. 403a

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

403a

55876

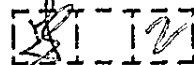
Please do not  
write in  
this margin

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

To the Registrar of Companies

For official use

Company number



2505599

Name of company

\* Tileport Limited

I, Thomas John Thomson

of 6 Spring Gardens, Citadel Place, Tinworth Street, London SE11 5EH

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full][part]‡

Date and Description of charge‡ 13 March 1992 - Debenture

Date of Registrations 18 March 1992

Name and address of (chargee) [trustee for the debenture holders] Sparbankmas Bank

Short particulars of property charged§ freehold property 120-130 High Street,  
New Malden and land at rear of 132 High Street aforesaid

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 McDONALD & CO.

Declarant to sign below

Arch 54, Vauxhall Cross

London SW8 1SR

the 13 day of June

one thousand nine hundred and ninety four

before me

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

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

Mr T J Thomson  
6 Spring Gardens  
Citadel Place  
Tinworth Street  
London SE11 5EH

For official Use  
Mortgage Section

Post room

REGISTERED

1 JUL 1994

-4 JUL 1994

clph



## 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

15

2505599

Name of company

\* TILEPORT LIMITED  
(the "Chargor")

Date of creation of the charge

8th July, 1994

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

Debenture

Amount secured by the mortgage or charge

Please see Continuation Sheet No. 1

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

Bayerische Hypotheken- und Wechsel-Bank Aktiengesellschaft, London  
Branch of 41 Moorgate, London

Postcode EC2R 6AR

27/7. Presentor's name, address and  
reference (if any):Allen & Overy  
9 Cheapside  
London EC2V 6AD  
Ref: MGD/JPH/MST

Time critical reference

For official use  
Mortgage section

26 JUL 1994

Post room



\*K3DF339N\*

KLO RECEIPT DATE: 26/07/94

Urgent  
Please return as soon  
as possible

Short particulars of all the property mortgaged or charged

Please see Continuation Sheet No. 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

Allen & Overy

Date

25/7/94

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

**Amount due or owing on the mortgage or charge (continued)**

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of each Obligor to the Bank under each Finance Document (the "Secured Liabilities").

"Bank" means Bayerische Hypotheken- und Wechsel-Bank Aktiengesellschaft, London Branch.

"Finance Document" means any of:

- (a) a credit agreement dated 8th July, 1994 (the "Credit Agreement") between the Chargor, the Parent (as defined below) and the Bank;
- (b) a debenture dated 8th July, 1994 (the "Debenture") accompanying this Form 395 executed by the Chargor in favour of the Bank;
- (c) a mortgage of shares dated 8th July, 1994 (the "Mortgage of Shares") executed by the Parent in favour of the Bank;
- (d) a subordination deed dated 8th July, 1994 (the "Subordination Deed") between CLSH Management Limited (Registered number 2879688), the Chargor and the Bank;
- (e) a charge dated 8th July, 1994 (the "Rayman Charge") executed by Rayman Investments Limited (Registered number 2114919) in favour of the Bank;
- (f) any other document designated as such by the Bank and the Borrower.

"Obligor" means any of the Chargor, Rayman Investments Limited, CLS Holdings PLC or CLSH Management Limited.

"Parent" means CLS Holdings PLC (Registered number 2714781).

A reference to a person includes its successors and assigns.

A reference to a document includes all amendments and supplements.

**N.B.** Please note that the Chargor is restricted from creating any security interest over or disposing of any assets the subject of the security created by the Debenture.

## Short particulars of all the property mortgaged or charged (continued)

- (1) The Chargor, as beneficial owner and as security for the payment of all the Secured Liabilities, charges in favour of the Bank:-
- (a) by way of a first legal mortgage:-
- (i) the Property; and
  - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (i) above) now belonging to it; and
- (b) by way of a first fixed charge:-
- (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property hereafter belonging to it;
  - (ii) all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
  - (iii) all moneys standing to the credit of any account (including, without limitation, the Security Accounts) with any person and the debts represented by them;
  - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
  - (v) all of the Chargor's book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
  - (vi) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
  - (vii) its goodwill;
  - (viii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this paragraph (b) and the right to recover and receive all compensation which may be payable to it in respect of them;
  - (ix) its uncalled capital;
  - (x) its rights under any appointment of a managing agent of the Property; and
  - (xi) its rights under any hedging arrangements.

- (c) by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraphs (a) and (b) above or (2) below.

(2) The Chargor as beneficial owner assigns to the Bank by way of security:-

- (i) all Rental Income; and
- (ii) any guarantee of Rental Income contained in or relating to any Lease.

A reference in the Debenture to a charge or mortgage of any freehold or leasehold property includes:-

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

**"Fixtures"** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Property.

**"Insurances"** means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest.

**"Lease"** means any occupational lease to which the Property may be subject from time to time.

**"Property"** means all that freehold property known as Spiller's House, 120-130 (even numbers), High Street, New Malden and land at the rear of 132 High Street, New Malden registered at HM Land Registry with absolute title under title number SY2 51080.

**"Rental Income"** means at any time the gross rents, licence fees and other monies reserved by or arising out of all leases and underleases (or agreements therefor), tenancy agreements and licences to which the Chargor's interest in the Property and/or any part or parts thereof is in reversion and to which the Chargor is entitled and all other monies derived by the Chargor from any third parties relating to the use and/or occupation of the Property (including, without limitation, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee, sums received from any deposit held as security for performance of any tenant's obligations and a sum equal to any apportionments of rent allowed in favour of the Chargor under the contracts for the purchase by it of the Property), but excluding therefrom VAT and any sums received by way of reimbursement of expenses incurred or on account of expenses to be incurred by the Chargor and any sums by way of service charge, insurance payments (except in respect of loss of rent) or the like.

**"Security Account"** means an account established under Clause 11 (Bank Accounts of the Borrower) of the Credit Agreement.

**"Security Assets"** means all assets of the Chargor the subject of any security created by the Debenture.

B1:16508

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02505599

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th JULY 1994 AND CREATED BY TILEPORT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED THEREIN) TO BAYERISCHE HYPOTHEKEN-UND WECHSEL-BANK AKTIENGESELLSCHAFT, LONDON BRANCH ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF EACH FINANCE DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JULY 1994.



R. M. BROWN

for the Registrar of Companies



COMPANIES HOUSE

HC026B

L/C  
29/7/94 ft.

M

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

403a

Please do not  
write in  
this margin

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

3

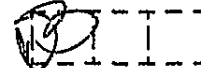
S320C (M)

To the Registrar of Companies

For official use

Company number

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



2505599

Name of company

\* TILEPORT LIMITED

\* insert full name  
of company

I, Thomas John Thomson

of 6 Spring Gardens, Citadel Place, Tinworth Street, London SE11 5E

† delete as  
appropriate

† insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

~~As director~~ [the secretary] ~~As administrator~~ ~~As administrative receiver~~ of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in ~~full~~ part

Date and Description of charge: 13 March 1992 - Mortgage

Date of Registration: 18 March 1992

Name and address of [chargee] ~~(trustee for the debenture holders)~~ Gota Bank

o the date of  
registration may be  
confirmed from the  
certificate

Short particulars of property charged: Freehold property known as New Malden House

5 insert brief  
details of  
property

120-130 (even nos) High St, New Malden and land at rear of 132 High St, New Malden

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 22 Tudor St

Declarant to sign below

London

EC4 4 9TJ

the 26th day of July

one thousand nine hundred and 99

before me J. J. J. J. J.

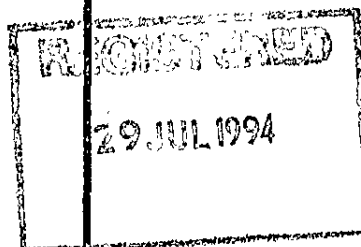
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

Signature of declarant

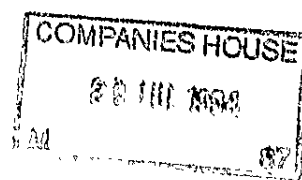
Presentor's name address and  
reference (if any):

Mr T J Thomson  
6 Spring Gardens  
Citadel Place  
Tinworth Street  
London SE11 5EH

For official Use  
Mortgage Section



Post room





M

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

403a

Please do not  
write in  
this margin

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

S321C

M

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

To the Registrar of Companies

For official use

Company number

\* insert full name  
of company

Name of company

TILEPORT LIMITED

I, Thomas John Thomson

of 6 Spring Gardens, Citadel Place, Tinworth Street, London SE11 5EH

† delete as  
appropriate

~~the secretary~~ ~~the administrator~~ ~~the administrative secretary~~ of the above company, do

‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in **(full/part)**

Date and Description of charge: 11 January 1993 - Debenture

Date of Registration: 25 January 1993

Name and address of [chargee] ~~(trustee for the debenture holders)~~ Midland Bank plc

§ the date of  
registration may be  
confirmed from the  
certificate

Short particulars of property charged: Freehold proeprty known as New Malden House

120-130 (even nos), High St, New Malden and land at rear of 132 High St,  
New Malden

§ 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 22 Tudor Street

Declarant to sign below

London

EC9 4 JF

the 26th day of July

one thousand nine hundred and 99

before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

29/7

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

Mr T J Thomson  
6 Spring Gardens  
Citadel Place  
Tinworth Street  
London SE11 5EH

For official Use  
Mortgage Section

29 JUL 1994

Post room

