



Particulars of a mortgage or charge

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Pursuant to section 395 of the Companies Act 1985

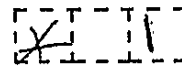
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Please complete
legibly, preferably
in black type or
bold block
lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number



2512-932

Name of company

* LE PONT DE LA TOUR LIMITED

Date of creation of the charge

3rd September 1993

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

A Rent Deposit Deed (the "Rent Deposit Deed") dated 3 September 1993 and made between the Company and Butlers Retail Limited (the "Chargee")

Amount secured by the mortgage or charge

Payment and discharge of the Obligations and the Liabilities.

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

BUTLERS RETAIL LIMITED

36 Shad Thames

London

Postcode

SE1

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

200 Aldersgate Street
London EC1A 4JJ

Ref: SRG/H1896/115/RMC

Time critical reference

For official use
Mortgage section

- 8 SEP 1993

Post room



Short particulars of all the property mortgaged or charged

All rights title and interest in the Assigned Cash and the debts represented by it.

Definitions :

In this Form 395 :-

"Obligations" means all present and future obligations of the Company under the Lease;

"Liabilities" means :-

- (i) all present and future liabilities of the Company under the Lease
- (ii) all losses suffered and costs and expenses incurred by the Chargee because of any failure by the Company to comply with the Obligations or because of the forfeiture or disclaimer of the Lease including, without limitation, those mentioned in sub-paragraph (iii) to (xiii);

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Please complete
legibly, preferably
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lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

8/9/93

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

Please do not
write in this
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**Particulars of a mortgage or charge
(continued)**

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

Company number

2512932

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

Name of company

LE PONT DE LA TOUR LIMITED

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

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

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- (iii) all costs and expenses incurred by the Chargee in making good any failure by the Company to comply with the Obligations and all damages or other compensation payable to the Chargee because of any failure by the Company to comply with the Obligations;
- (iv) all legal costs and expenses and all surveyors' fees and expenses (in each case on a full indemnity basis) incurred by the Chargee in obtaining and enforcing judgement for forfeiture and damages or either of them and an order for possession;
- (v) arrears of rent up to the date of forfeiture;
- (vi) mesne profits for the period from the date of forfeiture until possession is obtained;
- (vii) a sum equal to rent at an annual rate equal to that payable by the Company under the Lease immediately before the date of forfeiture from the date on which possession is obtained to the earlier of the date on which the Property or any thereof is relet and the end of a period of three months;
- (viii) agents's fees and expenses in connection with the reletting of the Property or any part thereof;
- (ix) legal costs and expenses in connection with the reletting or attempted reletting of the Property or any part thereof to the extent that they are not paid by the new tenant;
- (x) all legal costs and expenses and surveyors' fees and expenses (in each case on a full indemnity basis) in perfecting or enforcing the security constituted by the Rent Deposit Deed;
- (xi) any VAT chargeable in respect of any Liabilities or any supply for VAT purposes under the Rent Deposit Deed to the extent that the same is not recoverable by the Chargee;
- (xii) all present and future liabilities of the Company in respect of the Lease under Section 42 Value Added Tax Act 1983 or any equivalent provision to VAT;
- (xiii) interest at four percent per annum above Midland Bank plc base rate for the time being compounded quarterly on every amount falling within any of sub-paragraphs (i) to (xxi) above from the due date until the date of payment.

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write in this
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Particulars of a mortgage or charge (continued)

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

Company number

2721640

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

Name of company

LE PONT DE LA TOUR LIMITED

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)

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bold block lettering

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legibly, preferably
in black type, or
bold block lettering

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

"Assigned Cash" means all sums of money which may now or in the future be deposited in the Account together with all interest on them;

"Account" means the interest-bearing bank account opened at the Bank in the name of the Company for the purpose of the Rent Deposit Deed;

"Bank" means Midland Bank plc or such other bank as the Chargee may from time to time specify

"Lease" means the two Leases between the Chargee (1) and the Company (2) of the Property for a term of 25 years from 1 January 1993 and includes every deed varying the Lease, every Licence and consent granted under the Lease or under any deed, or the Rent Deposit Deed;

"Property" means Units 5, 9 and 10 on the Ground Floor of Butlers Wharf Building Shad Thames London SE1 and all appurtenances belonging thereto, including

- (a) all Landlord's fixtures, fittings, plant, machinery, apparatus and equipment now or hereafter upon the same;
- (b) all additions, alterations and improvements thereto;

"Term" means 25 years from 1 January 1992 and includes any statutory or other continuation or extension of it or any holding over.

All terms not defined herein are either defined in the Rent Deposit Deed or the Lease

FILE COPY.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

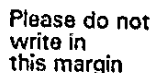
Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a Rent Deposit Deed dated 3RD SEPTEMBER 1993 and created by LE PONT DE LA TOUR LIMITED for securing the obligations and the Liabilities of the Company to BUTLERS RETAIL LIMITED under the terms of the Lease was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 8TH SEPTEMBER 1993.

Given under my hand at the Companies Registration Office,
Cardiff the 10TH SEPTEMBER 1993.

No. 2512932

Jennifer V Jinks
an authorised officer



395

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

7-1-12

2512932

Name of company

* LE PONT DE LA TOUR LIMITED (THE "COMPANY")

Date of creation of the charge

23RD DECEMBER, 1993

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

RENT DEPOSIT DEED 1 (THE "DEED")

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED CONTINUATION SHEET PAGE 2

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

BUTLERS RETAIL LIMITED (THE "LANDLORD") OF BECKET HOUSE,

1 LAMBETH PALACE ROAD, LONDON

Postcode	SE1 7EU
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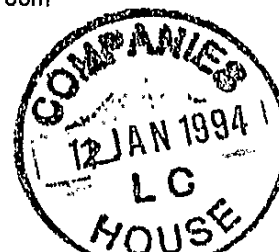
Presentor's name, address and
reference (if any):

(If any):
ALLEN & OVERY
9 CHEAPSIDE
LONDON EC2V 6AD
(REF: AAC/PWB)

For official use
Mortgage section

REGISTERED

12 JAN 1994



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

PLEASE SEE ATTACHED CONTINUATION SHEET PAGE 4

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

Particulars as to commission allowance or discount (note 3)

Signed

Allen a Over

Date *11th January 1994*

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

Notes

*Delete as
appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not
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Particulars of a mortgage or charge (continued)

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

Company number

2512932

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

Name of company

LE PONT DE LA TOUR

Limited*

*Delete if
inappropriate

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

--

- (i) all present and future liabilities of the Company under the Lease;
- (ii) all losses suffered and costs and expenses incurred by the Landlord because of any failure by the Company to comply with the Obligations or because of the forfeiture or disclaimer of the Lease including, without limitation, those mentioned in subparagraphs (iii) to (xiii);
- (iii) all costs and expenses incurred by the Landlord in making good any failure by the Company to comply with the Obligations and all damages or other compensation payable to the Landlord because of any failure by the Company to comply with the Obligations;
- (iv) all legal costs and expenses and all surveyors' fees and expenses (in each case on a full indemnity basis) incurred by the Landlord in obtaining and enforcing judgment for forfeiture and damages or either of them and an order for possession;
- (v) arrears of rent up to the date of forfeiture;
- (vi) mesne profits for the period from the date of forfeiture until possession is obtained;
- (vii) a sum equal to rent at an annual rate equal to that payable by the Company under the Lease immediately before the date of forfeiture from the date on which possession is obtained to the earlier of the date on which the Property is relet and the end of the period of three months;
- (viii) agents' fees and expenses in connection with the reletting of the Property;
- (ix) legal costs and expenses in connection with the reletting or attempted reletting of the Property to the extent that they are not paid by the new tenant;
- (x) all legal costs and expenses and surveyors' fees and expenses (in each case on a full indemnity basis) in perfecting or enforcing the security constituted by the Deed;
- (xi) any VAT chargeable in respect of any of the Liabilities or any supply for VAT purposes under the Deed to the extent that the same is not recoverable by the Landlord;
- (xii) all present and future liabilities of the Company in respect of the Lease under section 42 Value Added Tax Act 1983 or any equivalent provision relating to VAT;
- (xiii) interest at four per cent. per annum above Midland Bank plc base rate for the time being compounded quarterly on every amount falling within any of subparagraphs (i) to (xii) above from the due date until the date of payment.

Note: Capitalised terms defined on Page 4.

The Company, as beneficial owner, irrevocably and unconditionally assigned to the Landlord all rights, title and interest in the Assigned Cash and the debts represented by it.

Note: Capitalised terms defined below.

NB Restriction on Dealing

Except with the prior written consent of the Landlord the Company shall not:

- (a) be entitled to withdraw the whole or any part of the Assigned Cash until irrevocable payment and discharge in full of the Obligations and the matters listed in (i) to (xiii) above; or
- (b) assign, transfer or otherwise dispose of all or any part of its rights, title or interest in or to the Assigned Cash.

Capitalised terms defined

"Account" means the separately designated high interest bearing bank account opened at The National Westminster Bank, 208 Piccadilly, London W18 2D9 in the name of the Company for the purpose of the Deed;

"Assigned Cash" means all sums of money which may now or in the future be deposited in the Account together with all interest on them;

"Lease" means the lease dated 26th November, 1993 between Butlers Retail Limited (1) and Le Pont De La Tour Limited (2) of the Property for a term of 21 years from 1st October, 1991 and includes every deed varying the Lease, every licence and consent granted under the Lease or under any deed, the Deed and the Licence to Assign;

"Liabilities" means all those liabilities listed under (i) to (xiii) on Continuation Sheet 1 Page 2;

"Obligations" means all present and future obligations of the Company under the Lease; and

"Property" means the property known as Units 3, 4, 7 and Part 8 and Part First Floor, Butlers Wharf Building, Butlers Wharf, London SE1 being the property demised by the Lease.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02512932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE 23rd DECEMBER 1993 AND CREATED BY LE PONT DE LA TOUR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BUTLERS RETAIL LIMITED UNDER THE TERMS OF THE LEASE (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JANUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JANUARY 1994.

S. V. Guy
S. V. GUY

for the Registrar of Companies





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this margin

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

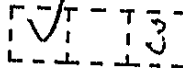
395

Please complete
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in black type or
bold block
lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number



2512932

Name of company

* LE PONT DE LA TOUR LIMITED (THE "COMPANY")

Date of creation of the charge

23RD DECEMBER, 1993

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

RENT DEPOSIT DEED 2 (THE "DEED")

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED CONTINUATION SHEET PAGE 2

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

BUTLERS RETAIL LIMITED (THE "LANDLORD") OF BECKET HOUSE,
1 LAMBETH PALACE ROAD, LONDON

Postcode

SE1 7EU

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

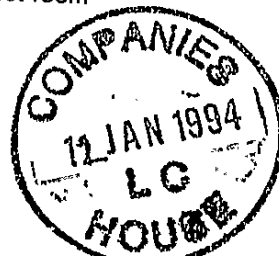
ALLEN & OVERY
9 CHEAPSIDE
LONDON EC2V 6AD
(REF: AAC/PWB)

For official use

Mortgage section

12 JAN 1994

Post room



Time critical reference

12 JAN 1994

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this margin

PLEASE SEE ATTACHED CONTINUATION SHEET PAGE 4

Please complete
legibly, prefer
in black type
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lettering

Particulars as to commission allowance or discount (note 3)

Signed

Allen & Overy

Date *11th January 1994*

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.
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Particulars of a mortgage or charge (continued)

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

Company number

2512932

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

Name of company

LE PONT DE LA TOUR

Limited*

*Delete if
inappropriate

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

- (i) all present and future liabilities of the Company under the Lease;
- (ii) all losses suffered and costs and expenses incurred by the Landlord because of any failure by the Company to comply with the Obligations or because of the forfeiture or disclaimer of the Lease including, without limitation, those mentioned in subparagraphs (iii) to (xiii);
- (iii) all costs and expenses incurred by the Landlord in making good any failure by the Company to comply with the Obligations and all damages or other compensation payable to the Landlord because of any failure by the Company to comply with the Obligations;
- (iv) all legal costs and expenses and all surveyors' fees and expenses (in each case on a full indemnity basis) incurred by the Landlord in obtaining and enforcing judgment for forfeiture and damages or either of them and an order for possession;
- (v) arrears of rent up to the date of forfeiture;
- (vi) mesne profits for the period from the date of forfeiture until possession is obtained;
- (vii) a sum equal to rent at an annual rate equal to that payable by the Company under the Lease immediately before the date of forfeiture from the date on which possession is obtained to the earlier of the date on which the Property is relet and the end of the period of three months;
- (viii) agents' fees and expenses in connection with the reletting of the Property;
- (ix) legal costs and expenses in connection with the reletting or attempted reletting of the Property to the extent that they are not paid by the new tenant;
- (x) all legal costs and expenses and surveyors' fees and expenses (in each case on a full indemnity basis) in perfecting or enforcing the security constituted by the Deed;
- (xi) any VAT chargeable in respect of any of the Liabilities or any supply for VAT purposes under the Deed to the extent that the same is not recoverable by the Landlord;
- (xii) all present and future liabilities of the Company in respect of the Lease under section 42 Value Added Tax Act 1983 or any equivalent provision relating to VAT;
- (xiii) interest at four per cent. per annum above Midland Bank plc base rate for the time being compounded quarterly on every amount falling within any of subparagraphs (i) to (xii) above from the due date until the date of payment.

Note: Capitalised terms defined on page 4.

The Company, as beneficial owner, irrevocably and unconditionally assigned to the Landlord all rights, title and interest in the Assigned Cash and the debts represented by it.

Note: Capitalised terms defined below.

NB Restriction on Dealing

Except with the prior written consent of the Landlord the Company shall not:

- (a) be entitled to withdraw the whole or any part of the Assigned Cash until irrevocable payment and discharge in full of the Obligations and the matters listed in (i) to (xiii) above; or
- (b) assign, transfer or otherwise dispose of all or any part of its rights, title or interest in or to the Assigned Cash.

Capitalised terms defined

"Account" means the separately designated high interest bearing bank account opened at The National Westminster Bank, 208 Piccadilly, London W18 2D9 in the name of the Company for the purpose of the Deed;

"Assigned Cash" means all sums of money which may now or in the future be deposited in the Account together with all interest on them;

"Lease" means the lease dated 26th November, 1993 between Butlers Retail Limited (1) and Le Pont De La Tour Limited (2) of the Property For a term of 21 years from 1st October, 1991 and includes every deed varying the Lease, every licence and consent granted under the Lease or under any deed, the Deed and the Licence to Assign;

"Liabilities" means all those liabilities listed under (i) to (xiii) on Continuation Sheet 1 Page 2;

"Obligations" means all present and future obligations of the Company under the Lease; and

"Property" means the property known as Unit 6, Butlers Wharf Building, Butlers Wharf, London SE1 being the property demised by the Lease.

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

COMPANY No. 02512932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE 23rd DECEMBER 1993 AND CREATED BY LE PONT DE LA TOUR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BUTLERS RETAIL LIMITED UNDER THE TERMS OF THE LEASE (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JANUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JANUARY 1994.

S. V. Guy
S. V. GUY

for the Registrar of Companies



M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
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lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number

M5
[] [] [] []

2512932

Name of company

* LE PONT DE LA TOUR LIMITED (THE "COMPANY")

Date of creation of the charge

23RD DECEMBER, 1993

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

RENT DEPOSIT DEED 3 (THE "DEED")

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED CONTINUATION SHEET ON PAGE 2

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

BUTLERS RETAIL LIMITED (THE "LANDLORD") OF BECKET HOUSE,
1 LAMBETH PALACE ROAD, LONDON

Postcode SE1 7EU

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

ALLEN & OVERY
9 CHEAPSIDE
LONDON EC2V 6AD
(REF: AAC/PWB)

For official use

Mortgage section
REGISTERED

12 JAN 1994

Post room



12 JAN 1994

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

PLEASE SEE ATTACHED CONTINUATION SHEET PAGE 4

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

Particulars as to commission allowance or discount (note 3)

Signed

Allen A Orey

Date

11th January 1994

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.)

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

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

Company number

2512932

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

Name of company

LE PONT DE LA TOUR

Limited*

*Delete if
inappropriate

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

- (i) all present and future liabilities of the Company under the Lease;
- (ii) all losses suffered and costs and expenses incurred by the Landlord because of any failure by the Company to comply with the Obligations or because of the forfeiture or disclaimer of the Lease including, without limitation, those mentioned in subparagraphs (iii) to (xiii);
- (iii) all costs and expenses incurred by the Landlord in making good any failure by the Company to comply with the Obligations and all damages or other compensation payable to the Landlord because of any failure by the Company to comply with the Obligations;
- (iv) all legal costs and expenses and all surveyors' fees and expenses (in each case on a full indemnity basis) incurred by the Landlord in obtaining and enforcing judgment for forfeiture and damages or either of them and an order for possession;
- (v) arrears of rent up to the date of forfeiture;
- (vi) mesne profits for the period from the date of forfeiture until possession is obtained;
- (vii) a sum equal to rent at an annual rate equal to that payable by the Company under the Lease immediately before the date of forfeiture from the date on which possession is obtained to the earlier of the date on which the Property is relet and the end of the period of three months;
- (viii) agents' fees and expenses in connection with the reletting of the Property;
- (ix) legal costs and expenses in connection with the reletting or attempted reletting of the Property to the extent that they are not paid by the new tenant;
- (x) all legal costs and expenses and surveyors' fees and expenses (in each case on a full indemnity basis) in perfecting or enforcing the security constituted by the Deed;
- (xi) any VAT chargeable in respect of any of the Liabilities or any supply for VAT purposes under the Deed to the extent that the same is not recoverable by the Landlord;
- (xii) all present and future liabilities of the Company in respect of the Lease under section 42 Value Added Tax Act 1983 or any equivalent provision relating to VAT;
- (xiii) interest at four per cent. per annum above Midland Bank plc base rate for the time being compounded quarterly on every amount falling within any of subparagraphs (i) to (xii) above from the due date until the date of payment.

Note: Capitalised terms defined on page 4.

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write in this
margin

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

The Company, as beneficial owner, irrevocably and unconditionally assigned to the Landlord all rights, title and interest in the Assigned Cash and the debts represented by it.

Note: Capitalised terms defined below.

NB Restriction on Dealing

Except with the prior written consent of the Landlord the Company shall not:

- (a) be entitled to withdraw the whole or any part of the Assigned Cash until irrevocable payment and discharge in full of the Obligations and the matters listed in (i) to (xiii) above; or
- (b) assign, transfer or otherwise dispose of all or any part of its rights, title or interest in or to the Assigned Cash.

Capitalised terms defined

"Account" means the separately designated high interest bearing bank account opened at The National Westminster Bank, 208 Piccadilly, London W18 2D9 in the name of the Company for the purpose of the Deed;

"Assigned Cash" means all sums of money which may now or in the future be deposited in the Account together with all interest on them;

"Lease" means the lease dated 26th November, 1993 between Butlers Retail Limited (1) and Le Pont De La Tour Limited (2) of the Property for a term of 21 years from 1st October, 1991 and includes every deed varying the Lease, every licence and consent granted under the Lease or under any deed, the Deed and the Licence to Assign;

"Liabilities" means all those liabilities listed under (i) to (xiii) on Continuation Sheet 1 Page 2;

"Obligations" means all present and future obligations of the Company under the Lease; and

"Property" means the property known as Unit 8 Butlers Wharf Building, Butlers Wharf, London SE1 being the property demised by the Lease.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02512932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE 23rd DECEMBER 1993 AND CREATED BY LE PONT DE LA TOUR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BUTLERS RETAIL LIMITED UNDER THE TERMS OF THE LEASE (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JANUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JANUARY 1994.

S. V. Guy
S. V. GUY

for the Registrar of Companies



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