

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

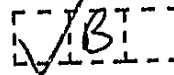
25/11

395Please 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

M6

For official use Company number



2600067

Name of company

* SUREINCOME LIMITED (the "Company")

Date of creation of the charge

15th November 1991

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

Legal Charge

Amount secured by the mortgage or charge

All monies and liabilities which shall for the time being be due owing or incurred to the below-mentioned mortgagee (the "Chargee") by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Chargee may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Chargee as well after as before any demand made or judgment obtained

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

DUNBAR BANK PLC of

9-15 Sackville Street

LONDON

Postcode

W1A 2JP

Presentor's name, address and
reference (if any):Brecher & Co.
28 Brook Street
LONDON W1Y 2AD

Ref: ABB/12139

For official use
Mortgage section**REGISTERED**

22 NOV 1991

Post room

COMPANIES REGISTRATION
22 NOV 1991
LC OFFICE LC

Time critical reference

Short particulars of all the property mortgaged or charged

By way of a legal mortgage all that leasehold property situate at Block E, Horsleydown Square, Gainsford Street, London SE1 as the same is registered at H.M. Land Registry under Title Number TGL 6368 including all fixtures fittings fixed plant and machinery thereon (other than trade machinery as defined by Section 5 of the Bills of Sale Act 1878) (the "Property")

Please do not write in this margin

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

NOTE (inter alia)

(a) No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Property or any part thereof shall be capable of being exercised by the Company without the previous consent in writing of the Chargee

(b) The Company will not convey assign or transfer the legal estate in the Property to any other person

Cont'd.....

Particulars as to commission allowance or discount (note 3)

N11

Signed

Brecher & Co.

Date

21.11.91

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

*Delete as appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with those 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



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition

5.89 F8728

5010503

*

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
marginContinuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2600067

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

Name of company

SURE INCOME

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

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legibly, preferably
in black type, or
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)

(c) The Company may not without the previous consent in writing of the Chargee create any other mortgage legal charge further charge debenture deposits of deeds lien or other charge whatsoever on the Property or any part thereof

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 15th NOVEMBER 1991
and created by SUREINCOME LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to DUNBAR BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd NOVEMBER 1991

Given under my hand at the Companies Registration Office,
Cardiff the 28th NOVEMBER 1991

No. 2600067

R. N. Owens

RICHARD NEIL OWENS

an authorised officer

C.69a

For

28.11.91

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 block
lettering

*Insert full name
of company

To the Registrar of Companies

M5

For official use Company number

☒ **B**

2600067

Name of company

* **SUREINCOME LIMITED (the "Company")**

Date of creation of the charge

15th November 1991

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

CHARGE ON RENTS

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever including the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Company all fees commission discount and other charges and all expenses incurred by the Chargee in relation to the indebtedness or any guarantee or security now or hereafter held for the indebtedness or in enforcing payment whether against the Company or others together with interest to the date of repayment (as well after as before any judgment) at such rate as may from time to time be stipulated by the Chargee to the Company.

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

DUNBAR BANK PLC OF

9-15 SACKVILLE STREET

LONDON

Postcode

W1A 2JP

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

**Brecher & Co.
78 Brook Street
London
W1Y 2AD**

Ref: **ABB/12139**

Time critical reference

For official use
Mortgage section

REGISTERED

22 NOV 1991

Post room

**COMPANIES REGISTRATION
22 NOV 1991
LC OFFICE LE**

Short particulars of all the property mortgaged or charged

By way of legal charge.

(a) All rents now owing or hereafter to become owing to it in respect of the leasehold land situate at Block E, Horselydown Square, Gainsford Street, London SE1 as the same is registered at H M Land Registry under Title Number TGL 6368 (the "Property").

(b) All monies now or at any time hereafter during the subsistence of this security standing to the credit of a sterling deposit account maintained at Dunbar Bank Plc designed "Sureincome Rent Account" and bearing Account Number 11902984 (the "Rent Account") and all entitlements to other rights and benefits accruing to or arising in connection with such monies.

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 Brecher & Co.

Date 21.11.91

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



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition

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5010503

*

Companies M395

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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

2600067

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

Name of company

SURE INCOME

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

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legibly, preferably
in black type, or
bold block lettering

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write in this
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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)

Note (inter alia)

1. The Chargee shall be entitled without demand or notice to the Company to appropriate all or any sums from time to time standing to the credit of the Rent Account in full or partial satisfaction of interest from time to time due from the Company to the Chargee but not so as to limit the rights of the Chargee in respect of such Rent Account once a demand for repayment has been made or the indebtedness has otherwise become payable. At any time after a demand for repayment has been made the Chargee may without further demand or notice to the Company appropriate the whole or any part of the sums then or thereafter standing to the credit of the Rent Account in or towards satisfaction of the indebtedness (and if less than the whole as the Chargee shall select).

2. The Company shall not otherwise than in favour of the Chargee or with the prior written consent of the Chargee and in accordance with and subject to any conditions which the Chargee may attach to such consent create grant extend or permit to subsist any encumbrance over the rents charged to the Chargee pursuant to Clause 4.01 of the Charge and all monies now or at any time standing to the credit of the Rent Account and all the entitlements to interest and other rights and benefits accruing to or arising in connection with such monies (the "Assets") or any part thereof or permit or agree to any variation of the rights attaching to the Assets.

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**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 15th NOVEMBER 1991
and created by SUREINCOME LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to DUNBAR BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd NOVEMBER 1991

Given under my hand at the Companies Registration Office,

Cardiff the 28th NOVEMBER 1991

No. 2600067

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS

an authorised officer

C.69a

for

28.11.91

M

Please do not
write in
this margin

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

25/11

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

M4

For official use

Company number

[18]

2600067

Name of company

* SUREINCOME LIMITED ("the Company")

Date of creation of the charge

15th November 1991

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

Mortgage Debenture

Amount secured by the mortgage or charge

All monies and liabilities which now are or at any time hereafter may be due and owing or incurred by the Company to the below mentioned mortgagee ("the Chargee") or for which the Company may be or become liable to the Chargee on any current or other account or in any manner whatsoever and whether in pursuance of any agreement facility letter (the "Agreement") or otherwise and whether alone or jointly with any other person and in whatever style or name or whether as principal or surety or otherwise together with commission banking charges costs and expenses and to pay to the Chargee interest (computed on a day to day basis) on all such monies or liabilities from the time of the respective times of the same being advanced or incurred until payment (as well after as before any judgment).

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

DUNBAR BANK PLC

9-15 SACKVILLE STREET

LONDON

Postcode

W1A 2JP

Presenter's name address and
reference (if any);

BRECHER & CO
78 BROOK STREET
LONDON W1Y 2AD

ABB/12139

Time critical reference

For official use
Mortgage Section

REGISTERED

22 NOV 1991

Post room

COMPANIES REGISTRATION
22 NOV 1991
LC OFFICE LC

By way of legal charge its undertaking and all its property and other assets of whatsoever nature both present and future including its uncalled capital for the time being (hereinafter collectively called the "Property") and the security hereby created shall rank as:

- (a) a first fixed charge on all freehold and leasehold property or any estates and interests therein now or hereafter from time to time vested in or charged to the Company (the "Land") (such charge as regards all such property now vested in the Company being by way of legal mortgage).
- (b) a first fixed charge on all the goodwill and uncalled capital for the time being of the Company.
- (c) a first fixed charge on all the book debts ("Book Debts") of the Company both present and future and the benefit of all rights relating thereto.
- (d) a first fixed charge by way of legal assignment on all the copyright in all drawings designs specifications plans and other written materials relating to any products from time to time manufactured by the Company and all other intellectual property rights including all trademarks and designations on or patterns of the labels and packages of any products from time to time manufactured by the Company and all manufacturing and sales rights in relation to any products from time to time manufactured by the Company.

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 Breder & Co.

Date 21.11.91

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

†delete as appropriate

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

**Particulars of a charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 1
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

2600067

Name of Company

SUREINCOME LIMITED

Limited*

* delete if
inappropriate

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

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

(e) a first fixed charge on all other monetary debts and claims (including things in action which give rise to a debt or debts) and all cash at bank of the Company both present and future and the benefit of all rights relating thereto.

(f) a first fixed charge on all stocks shares and securities both present and future of the Company and all rights and interest in respect of or incidental thereto or deriving or accruing therefrom (being together hereafter referred to as "Interests in Securities")

(g) a first fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Land and if so requested to instruct all or any tenants of the Property to pay the rents direct to an account with the Chargee in the name of the Company (the "Rent Account").

(h) a first floating charge on all the undertaking and the other stock-in-trade work-in-progress pre-payments and other property assets and rights of the Company both present and future not subject to a fixed charge hereunder.

NOTE : (inter alia)

(i) The Chargee shall be entitled without demand or notice to the Company to appropriate all or any sums from time to time standing to the credit of the Rent Account in full or partial satisfaction of the interest from time to time due from the Company to the Chargee under the Agreement but not so as to limit the rights of the Chargee in respect of such Rent Account once a demand for repayment has been made or the indebtedness has otherwise become payable. At any time after a demand or notice to the Company appropriate the whole or any part of the sums then or thereafter standing to the credit of the Rent Account in or towards satisfaction of such part of the indebtedness (if less than the whole) as the Chargee shall select.

(ii) The Company shall not during the continuance of the security without the previous consent in writing of the Chargee create or permit to subsist any mortgage charge or lien on any of the Land nor sell transfer or otherwise dispose of its undertaking or any portion thereof nor sell assign discount factor charge or otherwise dispose of or deal with

Short particulars of all the property mortgaged or charged (Contd)
the Book Debts claims and rights charged by it.

(iii) The statutory power of leasing entering into agreements for leases varying leases and accepting surrenders of leases shall nor during the continuance of this security be exercisable by the Company without the prior written consent of the Chargee nor without such consent as aforesaid shall the Company grant agree to grant or vary any lease or tenancy of the Land or any part thereof which if granted would be valid as between the Company and the lessee or tenant but not binding on the Chargee but it shall not be necessary to express such consent in any lease agreement variation or surrender.

(iv) No person or persons shall be registered under the Land Registration Acts 1925 to 1971 as proprietor of the Land or any part thereof without the consent in writing of the Chargee

(v) The Company will not make or suffer to be made any structural alterations in or additions to any buildings on the Land or any part thereof or carry out or suffer to be carried out on the Land or any part thereof any development as defined in the Town and Country Planning Acts or make or suffer to be made any material change in the use thereof without the prior consent in writing of the Chargee such consent not to be unreasonably withheld.

(vi) The Company will not do or omit or suffer to be done or omitted any act matter or thing in or respecting the Land or any part thereof required to be done or omitted by the Planning Acts or any other Acts or statutory provisions whatever or which shall contravene the provisions of such Acts or any of them.

(vii) The Company may not without the prior written consent of the Chargee acquire from any supplier any goods upon terms that the ownership of or any interest in such goods shall remain vested in such supplier until such supplier has been fully paid for such goods.

(viii) The Company may not determine repudiate or breach the terms of any contract of employment with any director or senior employee of the Company without the prior consent of the Chargee

(ix) The Company may not without the prior written consent of the Chargee change its auditors.

(x) The Company may not without the prior written consent of the Chargee acquire any leasehold or freehold property or carry on any business other than management of Lightermans Court Horselydown Square Gainsford Street London SE1 and matters incidental thereto.

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 15th NOVEMBER 1991
and created by SUREINCOME LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to DUNBAR BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd NOVEMBER 1991

Given under my hand at the Companies Registration Office,

Cardiff the 28th NOVEMBER 1991

No. 2600067

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS

an authorised officer

C.69a

POA

28-11-91

M

COMPANIES FORM No. 395

20/11

395**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

For official use

Company number



2600067

Name of Company

SUREINCOME LIMITED

Date of creation of the charge

15th November 1991

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

Debenture incorporating fixed and floating charges

Amount secured by the mortgage or charge

All sums (including, without limitation, interest and costs) which shall at any time become due from the Mortgagor to the lender under a Novation Agreement made the 15th November 1991 between the Lender (1) London Law & Land Limited (2) and the Mortgagor (3)

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

WALTER LAWRENCE CONSTRUCTION LIMITED

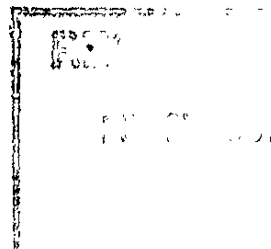
Lawrence House, Pishobury, Sawbridgeworth,
Hertfordshire

Postcode CM21 0AF

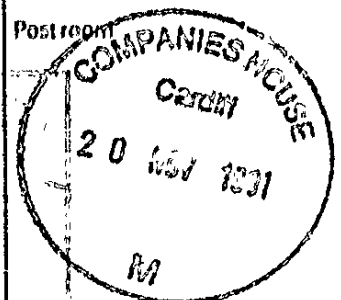
Presenter's name, address and
reference (if any):

MASONS
30 Aylesbury St
London
EC1R 0ER
(Ref: LK)
071 490 4000

Time critical reference

For official use
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

Please do not write in this margin

All the Mortgagors undertaking and all its property and other assets of whatever nature both present and future including its uncalled capital for the time being

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

Particulars as to commission allowance or discount (Note 3)

N11

Signed Masons Date 19 November 1991

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 despatched with due diligence, have been received in the United Kingdom (section 395). 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 395) 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 395(4) applies (property situated in Scotland or Northern Ireland) and form no. 395 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.

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 15th NOVEMBER 1991
and created by SUREINCOME LIMITED

for securing all moneys due or to become due from the Company to WALTER
LAWRENCE CONSTRUCTION LIMITED under the terms of A NOVATION AGREEMENT
DATED 15 NOVEMBER 1991

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 20th NOVEMBER 1991

Given under my hand at the Companies Registration Office,
Cardiff the 25th NOVEMBER 1991

No. 2600067


R. G. J. OWENS
an authorised officer

C.69



COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

20/11
395Please do not write in
this marginPlease complete
legibly, preferably in
black type, or bold
block lettering* Insert full name
of companyM211C
MOV

For official use



Company number

2600067

Name of Company

SUREINCOME LIMITED

Date of creation of the charge

15th November 1991

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

Legal Charge

Amount secured by the mortgage or charge

All sums (including, without limitation, interest and costs) which shall at any time and from time to time become due from the Mortgagor to the Lender under a Novation Agreement dated 15th November 1991 made between the Lender (1) London Law & Land Limited (2) and the Mortgagor (3)

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

WALTER LAWRENCE CONSTRUCTION LIMITED

Lawrence House, Pishobury, Sawbridgeworth,

Hertfordshire

Postcode CM21 0AF

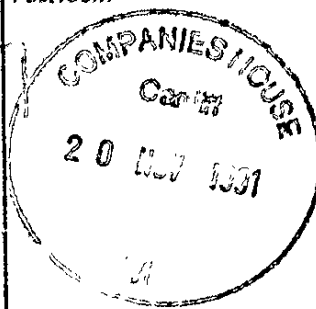
Presentor's name, address and
reference (if any):

MASONS
30 Aylesbury St
London
071 490 4000
EC1R 0ER (Ref: LK)

Time critical reference

For official use
Mortgage section

Postroom



Short particulars of all the property mortgaged or charged

Please do not write in this margin

ALL THAT Leasehold property situate at Block E, Holsleydown Square, Gainsford Street, London SE1 as the same is registered at H M Land Registry under Title Number TGL 6368 including all fixtures fittings fixed plant and machinery thereon (other than trade machinery as defined by Section 5 of the Bills of Sale Act 1878)

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

Particulars as to commission allowance or discount (Note 3)

N11

Signed Masons Date 19 November 1991

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

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 15th NOVEMBER 1991
and created by SUREINCOME LIMITED

for securing all moneys due or to become due from the Company to WALTER
LAWRENCE CONSTRUCTION LIMITED under the terms of A NOVAITION AGREEMENT
DATED 15 NOVEMBER 1991

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 20th NOVEMBER 1991

Given under my hand at the Companies Registration Office,
Cardiff the 25th NOVEMBER 1991

No. 2600067


PHIL OWENS
an authorised officer

C.69

