

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

M1

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

☒ ☐ ☐ ☐ ☐

2689539

Name of company

* Grangewise Investments Limited

* Insert full name
of company

Date of creation of the charge

30th July 1992

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

Charge over Deposit Account

Amount secured by the mortgage or charge

All monies currently or at any time in the future due owing or incurred from or by the company to the lender or for which it might be or become liable on any account or in any manner where there is principal guarantor or surety and whether a loan or jointly with any other person and in any name or style and including commission banking charges and on an indemnity basis legal and other costs charges and expenses.

69A

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

Wurttembergische Hypothekenbank AG, Buchsenstr 26, 7000 Stuttgart 10,
Germany and Westfalische Hypothekenbank AG, Florianstr 1, 4600
Dortmund 1, Germany. Postcode

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

Macfarlanes.
10 Norwich Street,
London EC4A 1BD.

For official use
Mortgage Section

REGISTERED

- 3 AUG 1992

Post room



SJB/523447

Time critical reference

Short particulars of all the property mortgaged or charged

All sums from time to time standing to the credit of the company in an interest bearing account at the Royal Bank of Scotland Plc, Belgravia Branch whether in addition to or by way of renewal of all replacement for any sums previously deposited in the account by the company or otherwise together with all interest accruing from time to time on the account.

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)

None

Signed

Hayden

Date

31st July 1995

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 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.

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 30th JULY 1992
and created by GRANGEWISE INVESTMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to WURTTENBERGISCHE HYPOTHEKENBANK
AG AND WESTFALISCHE HYPOTHEKENBANK AG

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd AUGUST 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th AUGUST 1992

No. 2689539

P. Morris
P. MORRIS

an authorised officer

C.69a

LC
10/8
42

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
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bold black lettering

To the Registrar of Companies

For official use

Company number

12

2689539

Name of company

* Grangewise Investments Limited

* Insert full name
of company

Date of creation of the charge

30th July 1992

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

Debenture

Amount secured by the mortgage or charge

All monies and all liabilities which now are or may at any time hereafter be due owing or incurred from or by the company to the lender of which the company may be or become liable to the lender on any current or other account or in any other manner whatsoever (whether as principal or surety and whether a loan or jointly with any other person or persons and in whatsoever name style or firm) together with interest commission banking charges and legal and other costs charges and expenses such interest being at such rate and computed and compounded in such manner both before and after any such demand as agreed between the company and the lender under the terms of the facility agreement between those parties or in the event of dispute in accordance with the usual mode of the lender in dealing with accounts of a like nature and so that interest shall be payable in the manner aforesaid notwithstanding that any account intended to be hereby secured and be closed as well after as before any judgement obtained.

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

Westfälische Hypothekenbank AG.

Florianstr 1 4600 Dortmund 1

Germany

Postcode

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

Macfarlanes.
10 Norwich Street
London EC4A 1BD

SJB/523447

Time critical reference

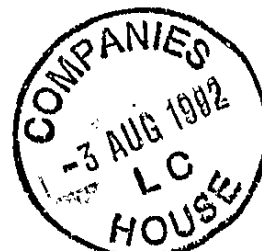
For official use

Mortgage Section

Post room

RECEIVED

-3 AUG 1992



Please do not
write in
this margin

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

1. By way of first fixed charge to the goodwill and any uncalled capital of time being of the company.
2. By way of floating charge the undertaking of the company and all its other property assets and rights whatsoever and wheresoever both present and future.

The charge contains a prohibition against the creation of other mortgages charges pledges or dealings by the company without the consent of the proprietor of the Debenture.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Margaret

Date

31st July 1992

On behalf of *[Signature]* [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.
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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 30th JULY 1992
and created by GRANGEWISE INVESTMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to WESTFALISCHE HYPOTHEKENBANK AG

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd AUGUST 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th AUGUST 1992

No. 2689539

P. Morris
P. MORRIS

an authorised officer

C.69a

LC
10/8
41

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

M3

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

☒ 13

2689539

Name of company

* Grangewise Investments Limited

Date of creation of the charge

30th July 1992

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

Debenture

Amount secured by the mortgage or charge

All monies and all liabilities which now are or may at any time hereafter be due owing or incurred from or by the company to the lender of which the company may be or become liable to the lender on any current or other account or in any other manner whatsoever (whether as principal or surety and whether a loan or jointly with any other person or persons and in whatsoever name style or firm) together with interest commission banking charges and legal and other costs charges and expenses such interest being at such rate and computed and compounded in such manner both before and after any such demand as agreed between the company and the lender under the terms of the facility agreement between those parties or in the event of dispute in accordance with the usual mode of the lender in dealing with accounts of a like nature and so that interest shall be payable in the manner aforesaid notwithstanding that any account intended to be hereby secured and be closed as well after as before any judgement obtained.

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

Wurttembergische Hypothekenbank AG.

Buchsenstr 26, 7000 Stuttgart 10,

Germany

Postcode

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

Macfarlanes.
10 Norwich Street
London EC4A 1BD

SJB/523447

Time critical reference

For official use
Mortgage Section

Post room

REGISTERED
- 3 AUG 1992

COMPANIES
- 3 AUG 1992
LC
HOUSE

Short particulars of all the property mortgaged or charged

1. By way of first fixed charge to the goodwill and any uncalled capital of time being of the company.
2. By way of floating charge the undertaking of the company and all its other property assets and rights whatsoever and wheresoever both present and future.

The charge contains a prohibition against the creation of other mortgages charges pledges or dealings by the company without the consent of the proprietor of the Debenture.

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

May Jones

Date

31st July 1992

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 situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
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- 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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FILE COPY



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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 30th JULY 1992
and created by GRANGEWISE INVESTMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to WURTTENBERGISCHE HYPOTHEKENBANK
AG

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd AUGUST 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th AUGUST 1992

No. 2689539

P. Morris
P. MORRIS

an authorised officer

C.69a

LC
10/8
GL

M

Please do not
write in
this margin

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

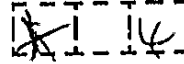
Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



2689539

Name of company

* Grangewise Investments Limited

* Insert full name
of company

Date of creation of the charge

30th July 1992

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

Legal Charge

Amount secured by the mortgage or charge

All monies currently or at any time in the future due owing or incurred from or by the company to the lender or for which it might be or become liable on any current or other account or in any manner where there is principal guarantor or surety and whether a loan or jointly with any other person and in any name or style and including commission banking charges and on an indemnity basis legal and other costs charges and expenses and interest thereon for all periods before and after demand has been made notwithstanding that any account secured by the charge is closed and after as well as before any judgment is obtained under the charge together with all liabilities currently or at any time in the future to be incurred by the company to the Lender of which it may become liable in any manner where there is principal guarantor or surety and whether a loan or jointly with any other person and in any name or style.

69A

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

Wurttembergische Hypothekenbank AG.

Buchsenstr 26, 7000 Stuttgart 10,

Germany.

Postcode

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

Macfarlanes.
10 Norwich Street,
London EC4A 1BD.

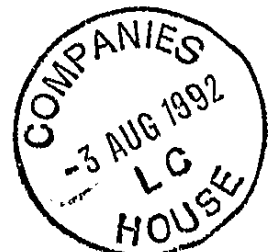
SJB/523447

Time critical reference

For official use
Mortgage Section

Post room

REC-3 AUG 1992



Short particulars of all the property mortgaged or charged

1. The freehold property known as 69 George Street
1,3,5,6,9,11,12,13,14,15,16 and 17 Wellesley Grove and 126 Walpole Road,
Croydon registered with title absolute at H.M Land Registry under title
number SY274879 together with any fixed machinery buildings or other
erections and fixtures and fittings now or at any time at the property
save for any tenant's fixtures and fittings.
2. By way of fixed charge any sum paid out on any insurance policy covering
the property.
3. By way of fixed charge any deposit paid by a Purchaser of any estate or
interest in the whole or any part of the property.
4. By way of fixed charge rent receivable or received from any Lease of the
property or any part thereof and any Licence fee or other income
occupation fee or other fee relating to grant by the company of any
estate rights or interests in the property.
5. By way of fixed charge any cash deposit covenant indemnity guarantee
charge mortgage or other matter given as security for the payments of
the rent.

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)

None

Signed

Mayhew

Date 31st July 1992

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 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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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 30th JULY 1992
and created by GRANGEWISE INVESTMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to WURTTENBERGISCHE HYPOTHEKENBANK
AG

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd AUGUST 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th AUGUST 1992

No. 2689539

P. Morris
P. MORRIS

an authorised officer

C.69a

HC
10/8
21

Please do not
write in
this margin

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

✖ I S

2689539

Name of company

* Grangewise Investments Limited

Date of creation of the charge

30th July 1992

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

Legal Charge

Amount secured by the mortgage or charge

All monies currently or at any time in the future due owing or incurred from or by the company to the lender or for which it might be or become liable on any current or other account or in any manner where there is principal guarantor or surety and whether a loan or jointly with any other person and in any name or style and including commission banking charges and on an indemnity basis legal and other costs charges and expenses and interest thereon for all periods before and after demand has been made notwithstanding that any account secured by the charge is closed and after as well as before any judgment is obtained under the charge together with all liabilities currently or at any time in the future to be incurred by the company to the Lender of which it may become liable in any manner where there is principal guarantor or surety and whether a loan or jointly with any other person and in any name or style.

69A

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

Westfälische Hypothekenbank AG.

Florianstr 1, 4600 Dortmund 1,

Germany.

Postcode

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

Macfarlanes.
10 Norwich Street,
London EC4A 1BD.

SJB/523447

Time critical reference

For official use
Mortgage Section

1 Post room

REGISTRATION

- 3 AUG 1992

COMPANIES
-3 AUG 1992
LC
HOUSE

Short particulars of all the property mortgaged or charged

1. The freehold property known as 69 George Street 1,3,5,6,9,11,12,13,14,15,16 and 17 Wellesley Grove and 126 Walpole Road, Croydon registered with title absolute at H.M Land Registry under title number SY274879 together with any fixed machinery buildings or other erections and fixtures and fittings now or at any time at the property save for any tenant's fixtures and fittings.
2. By way of fixed charge any sum paid out on any insurance policy covering the property.
3. By way of fixed charge any deposit paid by a Purchaser of any estate or interest in the whole or any part of the property.
4. By way of fixed charge rent receivable or received from any Lease of the property or any part thereof and any Licence fee or other income occupation fee or other fee relating to grant by the company of any estate rights or interests in the property.
5. By way of fixed charge any cash deposit covenant indemnity guarantee charge mortgage or other matter given as security for the payments of the rent.

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)

None

Signed

M. J. Jones

Date

31st July 1992

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 situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
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 - (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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I hereby certify that a mortgage or charge dated the 30th JULY 1992
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on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd AUGUST 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th AUGUST 1992

No. 2689539

P. Morris
P. MORRIS

an authorised officer

C.69a

LC
10/8
SL

M

COMPANIES FORM No. 395

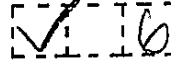
395Please do not
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Pursuant to section 395 of the Companies Act 1985

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



2689539

M126

Name of company

*GRANGEWISE INVESTMENTS LIMITED (the "Company")

Date of creation of the charge

30th July, 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 the Company to the Bank under each of the Finance Documents to which the Company is a party together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (the "Secured Liabilities").

69
A - The company to
E - each of the Finance
Documents (as defined above)

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

NORDBANKEN U.K. LIMITED (the "Bank")

Carthusian Court, 12 Carthusian Street, London

EC1M 6EB

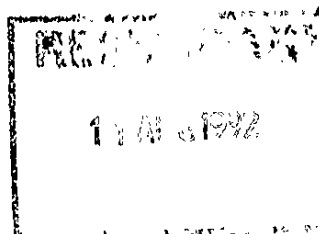
Postcode

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

Allen & Overy,
9 Cheapside,
London EC2V 6AD
JAS/GP
E15029005/JAS

For official use
Mortgage section

Post room



Time critical reference

11/8
12 AUG 1992

Short particulars of all the property mortgaged or charged

See Continuation Sheets No. 1, 2, and 3.

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)

N/A

Signed

Allen & Overy
Allen & Overy

Date *10th August* 1992

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

Solicitors to the Bank

*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)

1

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

Company number

2689539

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

Name of company

*Delete if
inappropriate

~~GRANGEWISE INVESTMENTS LIMITED (the "Company")~~

Limited*

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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in black type, or
bold block lettering

1. By way of second legal mortgage, all the property specified in the Schedule together with all buildings and Fixtures 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.
2. By way of fixed charge:
 - (i) all of the Company's rights and benefits under the Relevant Agreements;
 - (ii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraph 1 above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
 - (iii) the goodwill and any uncalled capital for the time being of the Company; and
 - (iv) the Insurances.
3. By way of a floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged by way of fixed mortgage or charge under paragraph 1 or paragraph 2 above.

Note: The Company undertakes in the Debenture that it will not, and shall procure that none of its Subsidiaries will, create or permit to subsist any Security Interest on any of its assets other than:

- (i) Security Interests constituted by or created pursuant to the Finance Documents;
- (ii) Security Interests constituted by the Senior Debentures; and
- (iii) liens arising by operation of law in the ordinary course of business and securing amounts not more than 30 days overdue.

For the purpose of this Form 395:-

"Credit Agreement" means the credit agreement dated 23rd July, 1992 between the Company and the Bank;

"Finance Document" means the Credit Agreement, the Debenture, the Priority Agreement or any other document designated as such by the Bank and the Company.

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Particulars of a mortgage or charge (continued)

2

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

Company number

2689539

Please complete
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in black type, or
bold block lettering

Name of company

GRANGEWISE INVESTMENTS 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
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in black type, or
bold block lettering

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"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 in respect of the Security Assets or (to the extent of such interest) in which the Company has an interest;

"Priority Agreement" means the Priority Agreement dated 30th July, 1992 between the Company, the Bank and the Senior Banks.

"Relevant Agreements" means:

- (a) the Lease dated 15th October, 1965 between Compact Property Investments Limited (1) and British Railways Board (2); and
- (b) the Supplemental Lease dated 27th September, 1972 between the same parties;

"Security Assets" means all assets, rights and property of the Company the subject of any security created under the Debenture or pursuant to the Debenture; and

"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.

"Senior Banks" means Wurthembergische Hypothekenbank AG and Westfälische Hypothekenbank AG.

"Senior Debentures" means:

- (a) the Debenture and the Legal Charge each dated 30th July, 1992 between the Company and Wurthembergische Hypothekenbank AG; and
- (b) the Debenture and the Legal Charge each dated 30th July, 1992 between the Company and Westfälische Hypothekenbank AG.

"Subsidiary" in the case of the Company, means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 21 of the Companies Act 1989; and

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

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3

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

Company number

2689539

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

Name of company

GRANGEWISE INVESTMENTS 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)

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in the case of any other body corporate, means an entity from time to time of which that body corporate (i) has direct or indirect control or (ii) owns directly or indirectly more than 50 per cent. of the share capital or similar right of ownership;

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

THE SCHEDULE

Real Property

All that land and buildings known as Southern House, 69 George Street and 1-13 (odd numbers), 12, 14, 15, 16 and 17 Wellesley Grove and 1-6 Walpole Road, Croydon as registered at H.M. Land Registry under title number SY274879.

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 30th JULY 1992
and created by GRANGEWISE INVESTMENTS LIMITED

for securing all moneys due or to become due from the Company to
NORDBANKEN U.K.LIMITED under the terms of EACH OF THE FINANCE DOCUMENTS
(AS DEFINED THEREIN)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th AUGUST 1992

Given under my hand at the Companies Registration Office,
Cardiff the 14th AUGUST 1992

No. 2689539

4/C
14.8.
SP

P. Morris
D. REG. 25

an authorised officer

C.69

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

53934

9

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

To the Registrar of Companies

For official use

Company number

[W] [P]

2689539

* insert full name
of company

Name of company

* GRANGWISE INVESTMENTS LIMITED

I, Thomas John Thomson

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

† delete as
appropriate

I, ~~the director~~ [the secretary] [the administrator] [the administrative receiver] 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: 30 July 1992 - Debenture

Date of Registration: 11 August 1992

§ the date of
registration may be
confirmed from the
certificate

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

§ insert brief
details of
property

Short particulars of property charged: Southern House, Croydon and floating charge over undertaking and assets goodwill and uncalled capital

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

071-587 3503

the 8th 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

lyh

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

The Co

For official Use

REGISTERED

21 JUN 1994

Post room

21/6