

M

COMPANIES FORM No. 400

RBS £40x4 - 013404

Particulars of a mortgage or charge subject to which property has been acquired

400

CHFP025

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

Please do not write in this margin

Pursuant to section 400 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 4)

For official use

Company number

[I I I I]

2792457

Name of company

*Gander Properties plc

* insert full name of Company

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

31 March 1998 - Deed of Assignment of a Construction Contract relating to Development at 35-41 Queens Gate Terrace London SW7

Amount secured by the mortgage or charge See Annexure 1

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

Midland Bank plc (Ref:HBLPF) Poultry London EC2P 2BX

Short particulars of the property mortgaged or charged

See Annexure 2

Continue overleaf as necessary

Presentor's name address and reference (if any):
Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR

ABB/M.627-79

Time critical reference

For official Use
Mortgage Section



Short particulars of the property mortgaged or charged (continued)

Please do not
write in
this margin

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

Date of the acquisition of the property 30 June 1999

Signed A G R Designation DIRECTOR Date 9/7/99

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 3)

Notes

- 1 A description of the instrument, eg, "Trust Deed", "Debenture", etc, as the case may be, should be given.
- 2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the charge. 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. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.
- 3 Cheques and Postal Orders are to be made payable to **Companies House**.
- 4 The address of the Registrar of Companies is:-

Companies House
Crown Way
Cardiff
CF4 3UZ

†Insert
Director,
Secretary,
Administrator,
or
Administrative
Receiver as
appropriate

ANNEXURE 1 TO FORM 400

GANDER PROPERTIES PLC (the "Company") (Company No: 2792457)

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 "Bank") by Barrasford Limited (Company No: 3104394) (the "Borrower") whether solely or jointly and whether as principal or surety or in respect of which the Borrower may otherwise be or become liable to the Bank on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Borrower all fees costs and expenses (including legal surveyors' valuers' and other costs on a full indemnity basis) commission discount charges and other sums incurred by the Bank pursuant to the agreement (the "Agreement") constituted by the acceptance by (inter alia) the Borrower of the Bank's facility letter (the "Facility Letter") dated 23 December 1996 as amended by further letters dated 20 February 1997 6 April 1997 29 September 1997 and 26 February 1998 (with schedules and standard conditions attached thereto and forming part thereof) together with any subsequent variations thereto or replacements thereof and all other documents listed under "Security" in the Facility Letter and all other documents for the time being constituting security or relating to security for the Indebtedness or in enforcing payment whether against the Borrower or others together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Bank to the Borrower (the "Indebtedness") References to the Indebtedness shall include not only the whole but any part thereof

ANNEXURE 2 TO FORM 400

GANDER PROPERTIES PLC (the "Company") (Company No: 2792457)

Short Particulars of the Property mortgaged or charged

By way of assignment all:-

1. (a) of the Company's present and future rights title and interest in and to the construction contract (the "Contract") dated 1 December 1997 constituted by an exchange of letters between the Borrower and Flagtern Limited (the "Contractor") relating to the refurbishment to be carried out by the Contractor pursuant to the Contract ("the Development") of 35-41 Queens Gate Terrace London SW7 (the "Property") together with any guarantee issued pursuant thereto

(b) sums which shall from time to time become payable to the Company by the Contractor or otherwise under the Contract or any provision thereof

(c) of the Company's rights arising out of or in connection with any breach or default by the Contractor or any other party to the Contract of or under any of the terms obligations covenants undertakings or conditions of the Contract whether in respect of the Development or otherwise

(1. (a) (b) (c) and 2 together the "Assigned Property")

2. its benefit in all appointments contracts guarantees representations undertakings and warranties given or made by and any rights or remedies against all or any of the professional advisers now or at any time engaged in relation to the Development and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Company (including for the avoidance of doubt direct warranties between the Company and any sub-contractor to the Contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) including the benefit of all sums recovered in any proceedings against all or any of such persons.

NOTE (inter alia):

(a) The Company shall on demand to assign to the Bank absolutely or as the Bank shall direct the Assigned Property and rights and remedies available to it thereunder to the extent that the Assigned Property shall not be fully and effectively assigned to the Bank by the Deed. The Company shall do all such things as may be necessary to effect such an assignment.

(b) The Company shall not without the prior written consent of the Bank:-

- (i) make or vary or consent to any modification or variation of the terms of the Contract or the Development
- (ii) consent or agree to any waiver or release of any obligation of the Contractor or of any other relevant person under the Contract
- (iii) give or agree to give any time or other indulgence to the Contractor in respect of its obligations under the Contract
- (iv) make or agree to any claim that the Contract is in any manner frustrated rescinded terminated repudiated or otherwise at an end
- (v) rescind cancel or terminate the Contract or accept any breach thereof or default thereunder as repudiatory
- (vi) further assign or create any charge mortgage or other encumbrance over the Assigned Property or any part thereof
- (vii) take or omit to take any action the taking or omission of which would or might result in any impairment of the Assigned Property or any part thereof

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02792457

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF A CONSTRUCTION CONTRACT FOR ALL MONIES DUE SECURED ON THE PROPERTY ACQUIRED BY GANDER PROPERTIES PLC ON THE 30th JUNE 1999 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

HC026B

*h.c.
Pan*