

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 Graham 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)

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

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

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 Midland Bank plc (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 29 September 1997 (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

1. First legal mortgage over

(a). ALL THAT freehold land being 35 to 49 (odd) Queen's Gate Terrace as the same is registered at HM Land Registry with freehold title absolute under title number BGL 5438

(b). ALL THAT leasehold land known as 45/49 Queensgate Terrace London SW7 as the same is comprised in and demised by a Lease dated 28th October 1996 and made between Walbrook Properties Limited reD29 (1) and Monopro Limited (2)

(including capital monies and investments representing the same) (the "Charged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter thereon belonging to it and all improvements and additions thereto subject to (but in the case of the properties registered at H.M. Land Registry only to the extent that such are registered or protected on the register or are overriding interests) and with the benefit of the existing and future leases underleases tenancies agreements for lease rights covenants and conditions affecting the same but otherwise free from encumbrances

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment owned by the Company now or from time to time placed on or used in or about the Charged Property

3. First fixed legal charge over the gross rents licence fees and other monies receivable at any time by the Company in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by or paid to or received by the Company in respect of the Charged Property (including without limitation all mesne profits) but excluding insurance rents or service charges or the like and any value added tax thereon (the "Rental Income")

4. First fixed legal mortgage over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder

or for its own use and benefit or otherwise) in respect of any sale letting mortgage or other dealing with the Charged Property or any part thereof or in respect of any compensation or other payment relating to the Charged Property or any part

5. First fixed legal mortgage over all the Company's interest in and rights under any contracts or agreements or claims for or in respect of the sale purchase leasing mortgaging management carrying out of works to development or redevelopment of or other dealing with or ownership of the Charged Property or any part thereof (including for the avoidance of doubt its rights (i) against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements (ii) against any person arising under any agreement for the provision of professional or other services in connection with the carrying out of any works to the Charged Property and (iii) against any person arising under any environmental claim by the Company)

6. First fixed legal mortgage over all the Company's right to and interest in any proceeds of sale of the whole or any part of the Charged Property which may at any time be held or received by it or anybody else

7. First fixed legal mortgage over all the Company's rights to and interest in any insurances in respect of the Charged Property taken out by it or any other person in its own name or in the joint names of itself and others

8. In the event that the Charged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest the Company hereby agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Bank by way of first fixed legal mortgage or charge (as the case may be)

9. In relation to the charges 4 5 6 and 7 the Company hereby agrees that it will forthwith upon the written request of the Bank execute an absolute assignment or assignments of the property charged by the said sub-clauses (such assignment or assignments to be in such form as the Bank shall require) and that it will at its own cost give such notices of assignment as the Bank may from time to time require

NOTE (inter alia):

1. The statutory and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Charged Property or

alterations or additions to the Charged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Bank

2. The Company shall not create or purport or attempt to create or permit to subsist any mortgage charge lien (otherwise than a lien arising automatically by operation of law) right of set-off or other security interest or other encumbrance on the Charged Property or create or purport or attempt to create or permit to subsist any floating charge or debenture over all or substantially all the assets of the Company without the prior written consent of the Bank

3. The Company shall not without the previous written consent of the Bank to dispose or agree to dispose of the whole or any part of the equity of redemption of the Charged Property nor exercise any power of leasing or creating any interest in the Charged Property

4. The Company shall not alter or vary or agree to alter or vary the terms of any lease of the Charged Property whether such lease be a lease under which the Company holds the Charged Property or superior thereto or derived out of the interest therein of the Company

5. The Company shall from time to time and at all times execute and do all such assurances deeds acts and things as the Bank may require for perfecting the security intended to be created by the Agreement or the Deed and for facilitating or effecting any dealings by the Bank under the powers of the Agreement or the Deed and from time to time and at all times after the security hereby constituted shall have become enforceable to execute and do all such assurances deeds acts and things as the Bank may require for facilitating the realisation of the Charged Property and the exercise of all the powers authorities and discretions hereby conferred on the Bank or any receiver or receiver and manager appointed by the Bank and in particular to execute all transfers conveyances dispositions assignments and assurances of the Charged Property and to give all notices and directions which the Bank or any such receiver or receiver and manager may think expedient

6. The Company shall if requested by the Bank instruct all or any tenants of the Charged Property to pay the Rental Income direct to an account or accounts in the name(s) of the owner of Charged Property to be opened with the Bank or any other banking

institution nominated by it into which Rental Income shall be paid upon which interest shall be paid by the Bank (or such banking institution) at its normal commercial deposit rates

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 LEGAL CHARGE 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.

*L.C.
Pam.*



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES