

M

COMPANIES FORM No. 395

039507/210.

395

CHWP000

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

18

2847978

Name of company

* TWEED PREMIER 1 LIMITED (the "Chargor")

Date of creation of the charge

3 NOVEMBER 2004

11/9/03

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

STANDARD SECURITY containing fixed charges (the "Charge")

Amount secured by the mortgage or charge

Please see attached Appendix 1

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

BARCLAYS BANK PLC, as trustee for the Beneficiaries defined in the Charge, 54 Lombard Street,
London (the "Trustee")

Postcode EC3P 3AH

Presenter's name address and
reference (if any):Cooper & Hay, Solicitors,
12 Bon Accord Square,
Aberdeen AB11 6YF (DXAB37)For official Use
Mortgage Section

Post room

A09
COMPANIES HOUSE0683
23/11/04

Time critical reference

Short particulars of all the property mortgaged or charged

Please see attached Appendix 2

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

*A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

Signed

Date

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

Notes

[†] delete as
appropriate

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

Form M395
Particulars of mortgage or charge
(continuation)

TWEED PREMIER 1 LIMITED (the "Chargor")

BARCLAYS BANK PLC (the "Trustee")

Appendix 1

Amount Security by Charge

The Chargor has covenanted that it will pay to the Trustee for the account of the Lenders and the Trustee all moneys and discharge all obligations and liabilities now or in the future due, owing or incurred to the Lenders or any of them or the Security Trustee under the Finance Documents or in connection with any facility thereby granted when the same become due for payment or discharge whether by acceleration or otherwise.

Definitions

"Finance Documents" means the Facility Agreement dated 17 September 2003 (the "Facility Agreement") made between Barclays Bank PLC (as Agent) (1); the Lenders (2); Barclays Bank PLC (as Trustee) (3); Hodge Horizon Limited (4); R J Hodge Limited (5); and Tweed Premier 1 Limited, Tweed Premier 2 Limited, Tweed Premier 3 Limited, Tweed Premier 4 Limited, Tweed Premier 5 Limited and Tweed Premier 6 Limited (6); and any letter, agreement, charge, guarantee, deed, indemnity or other instrument issued or entered into pursuant or supplemental to it ;

"Lenders" means the lenders as listed in Schedule 1 of the Facility Agreement and as amended from time to time.

Appendix 2

Schedule of Property Charged

Property: by way of legal mortgage the Property together with all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests and rights of the Chargor in the Property and in any proceeds of sale or disposal of any part of the Property.

Assignment

The Chargor with full title guarantee as a continuing security has assigned to the Trustee (as agent and security trustee for the Lenders and the Trustee):

Goodwill: the goodwill of the business carried on by the Chargor at the Property together with the benefit of any licences and registrations required or obtained for the running of such business;

Insurances: all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the refund of any premiums;

Appointment: all the rights of the Chargor under any appointment of a managing agent of the Property.

Restrictions on dealing with Charged Assets

The Chargor has undertaken that it will not without the prior written consent of the Trustee:

- (i) create or purport to create or permit to subsist any Security Right over the whole or any part of the Charged Property other than a lien arising by operation of law (arising in the ordinary course of the Chargor's business and securing amounts not more than 30 days overdue) and any Permitted Charge; or
- (ii) assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property; or
- (iii) dispose of or agree to dispose of all or any part of the Charged Property otherwise than as permitted in the Facility Agreement; or
- (iv) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;

Further Assurance

The Chargor has undertaken that it shall if and when at any time required by the Trustee execute such further Security Rights and assurances in favour of the Trustee (for the benefit of the Lenders) and do and deliver all such acts and things as the Trustee shall from time to time require over or in relation to all or any of the Charged Property or to perfect or protect the security intended or to be created by the Charge or any part of it and at any time on or after demand by the Trustee do and execute all acts, deeds and documents which the Trustee may then require to facilitate the realisation of the Charged Property.

Definitions

Charged Property means the property, assets and rights of the Chargor charged by the Charge;

Facility Agreement has the meaning given to it in Appendix 1;

Fixtures means all assets of whatsoever nature, apart from land and buildings, forming part of any feuhold, freehold or leasehold property owned by the Chargor;

Insurances means all present and future contracts or policies of insurance effected by the Chargor in accordance with the Charge or to which the Chargor is entitled in respect of the Charged Property;

Lenders has the meaning given to it in Appendix 1;

Permitted Charge means any charge over the Charged Property which has been granted or permitted to subsist with the prior written consent of the Lenders and/or the Trustee;

Property means all the freehold (feuhold) property the postal addresses of which are set out in the attached Schedule and which properties are registered in the Land Register of Scotland

or recorded in the appropriate Division of the General Register of Sasines (as the case may be) and are more fully described in the conveyancing descriptions set out below the postal address of each of such properties;

Security Right means any mortgage, standard security, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other security agreement or security arrangement.

SCHEDULE

26 Fowler Terrace, Edinburgh EH11 1DA registered in the Land Register of Scotland under Title No. MID30588

1/7 Southhouse Square, Edinburgh EH17 registered in the Land Register of Scotland under Title No. MID30943

10 West Werberside, Edinburgh EH4 1SZ registered in the Land Register of Scotland under Title No. MID30590

25 West Werberside, Edinburgh EH4 1SZ registered in the Land Register of Scotland under Title No. MID30592

13 Hawthornvale, Edinburgh EH6 4JQ registered in the Land Register of Scotland under Title No. MID30585

3F1 68 Constitution Street, Edinburgh, EH6 6RR registered in the Land Register of Scotland under Title No. MID30949

3F3 68 Constitution Street, Edinburgh, EH6 6RR registered in the Land Register of Scotland under Title No. MID30947

6 Jameson Place, Edinburgh, EH6 8PB registered in the Land Register of Scotland under Title No. MID30577

17/4 Halmyre Street, Edinburgh, EH6 8QA registered in the Land Register of Scotland under Title No. MID30589

206 Piersfield Terrace, Edinburgh EH8 7BN registered in the Land Register of Scotland under Title No. MID30586

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CHWP000

COMPANIES FORM No. 398

**Certificate of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there**

398

Pursuant to section 398(4) of the Companies Act 1985

Please do not
write in
this margin*Please complete
legibly, preferably
in black type, or
bold block lettering*To the Registrar of Companies
(Address overleaf)

For official use

Company number

| | | |
|--|--|--|
| | | |
|--|--|--|

2847978

Name of company

* insert full name
of company

* TWEED PREMIER 1 LIMITED

JOHN WALKER SINCLAIR, SOLICITOR AND NOTARY PUBLIC

of 12 BON ACCORD SQUARE, ABERDEEN AB11 6YF

* give date and
parties to chargecertify that the charge * DATED 11 SEPTEMBER 2003 BEING A STANDARD SECURITY BY
TWEED PREMIER 1 LIMITED IN FAVOUR OF BARCLAYS BANK PLC AS TRUSTEE~~TWEED PREMIER 1 LIMITED IN FAVOUR OF BARCLAYS BANK PLC AS TRUSTEE~~

of which a true copy is annexed to this form was presented for registration on 3 NOVEMBER 2004

† delete as
appropriatein [Scotland] ~~[Northern Ireland]~~†

Signed



Date

10/11/2004

Presenter's name address and
reference (if any) :**COOPER & HAY
SOLICITORS
12 BON-ACCORD SQUARE
ABERDEEN AB11 6YF**For official Use (02/00)
Mortgage Section

Post room

Notes

The address of the Registrar of Companies is :-

Companies House
Crown Way
Cardiff
CF14 3UZ