

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

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



2891085

Name of company

* Peverel Property Investments Limited (the "Chargor")

Date of creation of the charge

31 March 2000

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

A deed of charge dated 31 March 2000 between, inter alios, the Chargor and Bankers Trustee Company Limited (the "Chargee") for its own account and as trustee for the Secured Creditors as defined in Schedule 3 (the "Deed of Charge")

Amount secured by the mortgage or charge

See Schedule 1

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

Bankers Trustee Company Limited, Winchester House, 1 Great Winchester Street, London, acting for its own account and as trustee for the other Secured Creditors as defined in Schedule 3

Postcode EC2N 2DB

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

Clifford Chance Limited
Liability Partnership
200 Aldersgate Street
London EC1A 4JJ
JFJ/M2130/13085/PDS

London-2/616061/01

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

L2EATPG9

0056
07/04/00

See Schedule 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)

Signed

Clifford Chance

Date

7 April 2000

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

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

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

SCHEDULE 1

Amount Secured by the Mortgage or Charge

In the Deed of Charge, the Chargor has irrevocably and unconditionally:

- (i) guaranteed to the Chargee (for its own account and as trustee for the other Secured Creditors) the due and punctual observance and performance by the Issuer of the *Issuer's obligations in respect of the Issuer Secured Obligations*; and
- (ii) agreed as a primary obligation to indemnify the Chargee (on trust for the Noteholders) from time to time on demand by the Chargee from and against any loss incurred by the Chargee or any other Secured Creditor as a result of any of the obligations of the Issuer under or pursuant to the Finance Documents being or becoming void, voidable, unenforceable or ineffective as against the Issuer for any reason whatsoever, whether or not known to the Chargee or any other Secured Creditor, the amount of such loss being the amount which the Chargee (as trustee for the Secured Creditors) would *otherwise have been entitled to recover from the Issuer*.

SCHEDULE 2

Short Particulars of All the Property Charged

1. FIXED SECURITY

In the Deed of Charge, the Chargor, by way of first fixed security for the payment or discharge of its obligations thereunder, with full title guarantee, has created the following security interests in favour of the Chargee absolutely for itself and as trustee, subject to the terms of the Deed of Charge, for the other Secured Creditors:

- (i) charge by way of legal mortgage of all its right, title and interest (present and future) to, in and under any Reversionary Interests (including the Mortgaged Property, but excluding each Landlord's Consent Leasehold Interest (unless and until the relevant Landlord's Consent is given));
- (ii) mortgage by way of first fixed equitable mortgage of the Charging Company Shares and all its other present and future Investments held by it in any member of the Securitisation Group (other than the Peverel Optionholder Limited) for the time being;
- (iii) to the extent not validly and effectively assigned or charged or mortgaged by way of first fixed security pursuant to paragraph (i) and (ii) above, assignment by way of security (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), of the benefit of all of its present and future right, title and interest to, in and under all:
 - (a) agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Secured Creditors to perfect their rights under the Deed of Charge or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to it in respect of the Properties including all:
 - (1) claims, remedies, awards or judgements paid or payable to it (including, without limitation, all liquidated and ascertained damages payable to it under the above); and
 - (2) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any Fixture,in each case, relating to all or any part of the Properties;
 - (b) the monies in respect of Ground Rents and Transfer Fees standing to the credit of the Estate Accounts and the PMS Client Account and any replacement for such accounts;

- (c) licences held now or in the future in connection with the business carried on upon all or any part of the Properties and also the right to recover and receive all compensation which may at any time become payable to it under the Licensing Act 1964;
 - (d) Rental Income and Capital Receipts and the right to make demand for and receive the same;
 - (e) the Peverel Options; and
 - (f) chattels hired, leased or rented by it to any person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other Security for the performance of the obligations of any person under or in respect of such contract;
- (iv) to the extent not validly and effectively assigned or charged by way of first fixed security pursuant to paragraphs (i), (ii) or (iii), charge by way of first fixed equitable charge of the benefit of all its present and future right, title and interest to, in and under all:
- (a) goodwill;
 - (b) rights and claims in relation to the uncalled share capital of it including all present and future calls (whether made by its directors or by a Receiver appointed under the Deed of Charge or a liquidator of it);
 - (c) rights to recover any VAT on any supplies made to it relating to the Charged Property and any sums so recovered;
 - (d) book and other debts and monetary claims due or owing to the Borrower and all rights relating to such debts including all guarantees, Security or other remedies for or attaching to such debts;
 - (e) rights in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act 1986;
 - (f) Investments; and
 - (g) assets which are specified in paragraph (iii) above.

The fixed Security from time to time constituted under the Deed of Charge does not extend to any asset situated outside England and Wales to the extent that and for so long as any such fixed Security would be unlawful under the laws of the jurisdiction in which such asset is situated.

2. FLOATING CHARGES

In the Deed of Charge the Chargor and each other Charging Company, by way of continuing security for the payment or discharge of its obligations thereunder, with full title guarantee and subject to Clause 9 therein, has charged by way of first floating charge to the Chargee

absolutely for itself and as trustee, subject to the terms of these presents, for the Noteholders and the other Secured Creditors, the whole of its undertaking and all its property, assets and rights whatsoever and wheresoever, present and future, including, without limitation, its uncalled capital but excluding (i) the assets specifically secured above by means of fixed charge or otherwise, (ii) any shares in Peverel Optionholder Limited and (iii) each Landlord's Consent Leasehold Interest, unless and until the relevant Landlord's Consent is given. This floating charge ranks after the fixed security created by or in respect of the Deed of Charge.

3. FURTHER ASSURANCES AND NEGATIVE PLEDGE

The Deed of Charge contains covenants for further assurances. The Loan Agreement contains a negative pledge by the Chargor.

SCHEDULE 3

Definitions

In this Form 395:

"Borrower" means Peverel Properties Limited;

"Borrower Debenture" means the composite debenture dated 31 March 2000 between, *inter alios*, the Borrower and the Security Trustee;

"Borrower Secured Creditors" means the Chargor, Peverel Limited, Peverel Holdings Limited, Peverel Management Services Limited, the Security Trustee and any receiver appointed under the Borrower Debenture;

"Borrower Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Borrower or by some other person) of the Borrower to the Borrower Secured Creditors under the Finance Documents (other than the obligations of the Borrower to Peverel Holdings Limited under the Option Income Shortfall Loan);

"Business Day" means a weekday on which commercial banks are generally open for business (including dealings in foreign exchange and foreign currency deposits) in London;

"Capital Receipts" means the net capital amounts received by any of the Property Charging Companies in respect of all or any of the Properties pursuant to the statutory enfranchisement or compulsory acquisition thereof at law;

"Charged Property" means the assets and undertaking from time to time charged or assigned by way of Security as security pursuant to the Deed of Charge for the payment or discharge of all or any of the Issuer Secured Obligations;

"Charging Company Shares" means:

- (i) in respect of Peverel Freehold Reversions Limited, the entire issued share capital in Peverel Investments;
- (ii) in respect of Peverel Investments, the entire issued share capital in Peverel Property Investments Limited, Balfour Freeholds Limited and O.M. Limited; and
- (iii) in respect of Meridian Land & Investments Limited, the entire issued share capital in Lincourt Management Limited;

"Conditions" means the terms and conditions endorsed on the Notes;

"Discounted Value" means, with respect to the Redeemed Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments applicable to such Redeemed Principal from their scheduled due dates to the Settlement Date with respect to such Redeemed Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Redeemed Principal;

"Estate Account" means any account held in the name of a Managing Agent into which, *inter alia*, Rental Income is paid;

"Finance Documents" means:

- (a) the Master Definitions Schedule dated 31 March 2000 and signed by each member of the Securitisation Group, Peverel Limited, Bankers Trustee Company Limited, Lloyds TSB Bank plc, Barclays Bank plc, Peverel Management Services Limited, Peverel Holdings Limited, O.M. Management Services Limited, Deutsche Bank AG, Deutsche Bank Luxembourg S.A. and Merrill Lynch International;
- (b) the Conditions;
- (c) the Trust Deed;
- (d) the Deed of Charge;
- (e) the Loan Agreement;
- (f) the Borrower Debenture;
- (g) the Property Management Agreement dated 31 March 2000 between, *inter alios*, Peverel Management Services Limited, O.M. Management Services Limited and each Property Charging Company;
- (h) the Cash Management Agreement dated 31 March 2000 between, *inter alios*, Peverel Management Services Limited, the Borrower, the Chargee and the Security Trustee;
- (i) the Subscription Agreement dated 31 March 2000 in respect of the Notes between, *inter alios*, the Issuer and Merrill Lynch International;
- (j) the Paying Agency Agreement dated 31 March 2000 (as amended and supplemented from time to time) between the Issuer, Deutsche Bank AG, acting through its London branch, Deutsche Bank Luxembourg S.A. and the Chargee and any other agreement for the time being in force appointing successors;
- (k) the Bank Agreement agreement dated 31 March 2000 between, *inter alios*, Barclays Bank PLC, the Borrower and the Issuer;
- (l) the Borrower Subordinated Loan Agreement dated 31 March 2000 between the Borrower, Peverel Holdings Limited and the Security Trustee;
- (m) the Borrower Voluntary Loan Agreements dated 31 March 2000 between the Borrower, Peverel Limited and Peverel Holdings Limited under which the terms of interest-free subordinated loans to the Borrower by Peverel Limited or Peverel Holdings Limited are described;
- (n) the Option Income Shortfall Loan Agreement dated 31 March 2000 between the Borrower and Peverel Holdings Limited;

- (o) the Liquidity Facility Agreement dated 31 March 2000 between the Issuer, the Chargee, Peverel Management Services Limited and Lloyds TSB Bank plc;
- (p) the Post Enforcement Call Option dated 31 March 2000 between the Issuer, Peverel Optionholder Limited and the Chargee;
- (q) the Tax Deed of Covenant dated 31 March 2000 between, *inter alios*, the Borrower, the Issuer, Peverel Securitisation Limited, Peverel Limited, Peverel Holdings Limited, the Security Trustee and the Chargee;
- (r) the Inter-Company Loans made on 31 March 2000 by the Borrower to the Property Charging Companies to enable them to repay their existing indebtedness to the relevant members of the Peverel companies (outside the Securitisation Group) and certain third party indebtedness;
- (s) the Security Over PL Shares Deed dated 31 March 2000 between Peverel Holdings Limited and the Borrower;
- (t) the Security Over PSL Shares Deed dated 31 March 2000 Peverel Limited and the Borrower;
- (u) the Priorities Agreement dated 31 March 2000 between Peverel Limited, the Borrower and the Chargee;
- (v) the Title Deeds Custody Agreement to be entered into between the Chargee, the Charging Companies and a title deed custodian to be appointed;
- (w) any other document from time to time creating, evidencing or entered into as security for, or supporting, any of the Borrower Secured Obligations;
- (x) any document entered into pursuant to, or which amends or varies, any document referred to in paragraphs (a) to (v) above; and
- (y) any document designated as such in writing by both the Borrower and the Issuer (as agent for the Obligors);

"Fixture" means any fixture, fitting, fixed plant or machinery at any time situated on, or forming part of, any Property;

"Ground Rent" means, at any time, in respect of any Lease, ground rent to be paid under the terms of such Lease;

"Investment" means any:

- (a) stock, share (howsoever described), debenture or other security of whatever nature;
- (b) right, dividend, or other interest (howsoever described) relating to any of the above; and
- (c) other asset, right or interest falling within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 (as in force at the date of this Agreement) but so that the

exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part will not apply;

"Issuer" means Peverel Funding Limited, a company incorporated in the Cayman Islands with its registered office at Ugland House, P.O. Box 309, George Town, Grand Cayman, Cayman Islands, British West Indies;

"Issuer Secured Obligations" means all monies, debts and liabilities which may at any time be or become due, owing or incurred, actually or contingently, by the Issuer to:

- (i) the Chargee, in its capacity as trustee in relation to the Notes and in respect of any Liabilities incurred by the Chargee in relation thereto;
- (ii) the Noteholders in respect of principal, interest, Make-Whole Amounts or other amounts payable in respect of the Notes; and
- (iii) the other Secured Creditors, under or in connection with the Finance Documents;

"Landlord's Consent" means, in relation to any Landlord's Consent Leasehold Interest, the relevant landlord's consent to grant security over such interest pursuant to the Deed of Charge;

"Landlord's Consent Leasehold Interest" means any leasehold Reversionary Interest in respect of which the relevant landlord's consent to grant security is required and, on 31 March 2000, had not yet been given in respect of the Deed of Charge;

"Lease" means, at any time, in respect of any Property, any present or future lease, underlease, sub-lease, licence, agreement, option, tenancy or right to occupy in each case howsoever described whether on a fixed term or periodic basis governing the use or occupation of such Property or any part of it (other than any Warden's Apartment) in respect of which a Property Charging Company is the landlord or licensor;

"Liabilities" means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and any interest and penalties in respect thereof and including any irrecoverable value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

"Liquidity Facility Provider" means Lloyds TSB Bank plc;

"Loan Agreement" means the loan agreement dated 31 March 2000 between the Obligors, the Issuer and the Security Trustee;

"Loan Payment Date" means each Business Day first preceding each Interest Payment Date;

"Make-Whole Amount" means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value with respect to the Redeemed Principal of such Note over the amount of such Redeemed Principal, provided that the Make-Whole Amount may in no event be less than zero;

"Managing Agents" means O.M. Management Services Limited and Peverel Management Services Limited;

"Mortgaged Property" means, in relation to any Property Charging Company, the freehold and leasehold property belonging to and specified in respect of such Property Charging Company in the Property Due Diligence Matrix;

"Noteholders" means the holders from time to time of the Notes;

"Notes" means the £100,000,000 Class A 6.06 per cent. Notes due 2036 of the Chargor, in bearer form, constituted and secured by the Trust Deed and the Deed of Charge respectively and the £3,000,000 Class B 7.35 per cent. Notes due 2036 of the Chargor, in bearer form, constituted by the Trust Deed and the Deed of Charge respectively;

"Obligors" means the Borrower and each of the Charging Companies;

"Option Income Shortfall Loan" means the loan advanced pursuant to an option income shortfall loan agreement dated 31 March 2000 between the Borrower and Peverel Holdings Limited;

"Paying Agents" means Deutsche Bank Luxembourg S.A., the Principal Paying Agent and any successor or additional paying agents appointed from time to time in connection with the Notes;

"Peverel Group" means Peverel Limited together with each of the Charging Companies with which it is associated as defined in Section 416 ICTA and which have entered into a group income election with Peverel Limited pursuant to Section 247 ICTA;

"Peverel Options" means the options held by members of the Peverel Group to acquire Reversionary Interests in properties as set out in schedule 4 of the Loan Agreement;

"PMS Client Account" means the client account of Peverel Management Services Limited with account number 20728594 and sort code 20-59-42;

"Principal Paying Agent" means Deutsche Bank AG, acting through its London branch, and any successor appointed from time to time in connection with the Notes;

"Property" means, at any time, any property in which a Property Charging Company has a Reversionary Interest;

"Property Charging Companies" means the Charging Companies, other than Peverel Securitisation Limited and Peverel Freehold Reversions Limited;

"Property Due Diligence Matrix" means the property due diligence matrix (including the matrices supplemental thereto) relating to the Mortgaged Property, in agreed form, addressed to the Issuer and prepared by Nabarro Nathanson, solicitors for the Borrower;

"Receiver" means any person or persons qualified under the Insolvency Act 1986 to be a receiver, a receiver and manager or an administrative receiver as the Chargee or the Security

Trustee may specify at any time in the relevant appointment made under the Borrower Debenture or the Deed of Charge (as applicable);

"Redeemed Principal" means, with respect to any Note, the principal amount of such Note that is to be redeemed at the relevant time pursuant to the Conditions;

"Reinvestment Yield" means, with respect to the Redeemed Principal of any Note, (i) the gross redemption yield as published in the Financial Times on the second Business Day preceding the Settlement Date for actively traded United Kingdom Treasury Securities (the **"Reference Stock"**) having a maturity equal to the Remaining Life of such Redeemed Principal as of such Settlement Date, or (ii) if (a) the Financial Times is not published on that day, or (b) there is a manifest error in the published figures or (c) the calculation in the Financial Times ceases to be in keeping with the Formula for the Calculation of Redemption Yields indicated by the Joint Index and Classification Committee of the Institute and Faculty of Actuaries as reported in the Journal of the Institute of Actuaries as reported in the Journal of the Institute of Actuaries Volume 105, Part I, 1978, Page 18 (the **"Formula"**), the gross redemption yield calculated on the basis of the arithmetic mean (to three decimal places 0.0005 rounded down) of the mid market price for such the Reference Stock on a dealing basis by three authorised leading market makers in the gilt-edged market as at or about 11.00 am on the second Business Day preceding the Settlement Date according to the Formula;

"Remaining Life" means, with respect to any Redeemed Principal, the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Redeemed Principal and the maturity date of the relevant Note;

"Remaining Scheduled Payments" means, with respect to the Redeemed Principal of any Note, all payments of such Redeemed Principal and interest thereon that would be due and payable after the Settlement Date with respect to such Redeemed Principal if no payment of such Redeemed Principal were made prior to its scheduled due date, provided that if such Settlement Date is not an Interest Payment Date, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to the Conditions;

"Rental Income" means, in relation to any Charging Company, all sums paid or payable to or for the benefit of such Charging Company arising from the letting use or occupation of any Property, including (but without double-counting):

- (a) Transfer Fees;
- (b) Ground Rent; and
- (c) Service Proceeds;

"Reversionary Interest" means any freehold or long leasehold reversionary interest in a property;

"Securitisation Group" means the Borrower, the Issuer, Peverel Optionholder Limited and each of the Charging Companies;

"Secured Creditors" means the Chargee (for itself and on behalf of the Noteholders), the Paying Agents, the Liquidity Facility Provider, any receiver appointed under the Deed of Charge and any other party agreed by the Chargor and the Chargee to be a Secured Creditor in relation to the Notes;

"Security" means any mortgage, pledge, lien, charge, security assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement having a similar effect, excluding (for the avoidance of doubt) any such security imposed or implied by legislation;

"Security Trustee" means Bankers Trustee Company Limited, which expression shall include all persons from time to time being trustee or trustees appointed under the Borrower Debenture;

"Service Proceeds" means:

- (a) any sum paid by, or receivable from, an occupational tenant of a Property by way of reimbursement of expenses incurred or on account of expenses to be incurred by an Obligor in the management, maintenance and repair of that Property and the payment of insurance premiums for that Property;
- (b) any sum paid by, or receivable from, an occupational tenant of a Property for a breach of covenant under its Lease to, or for expenses incurred by, an Obligor where such amount is applied by such Obligor in remedying such breach or discharging such expenses;
- (c) any contribution to a sinking fund paid by, or receivable from, an occupational tenant of a Property under its Lease;
- (d) any contribution paid by, or receivable from, an occupational tenant of a Property to ground rent due under any Lease out of which an Obligor derives its interest in that Property; and
- (e) any VAT on such Rental Income or any sum mentioned above;

"Settlement Date" means, with respect to the Redeemed Principal of any Note, the date on which such Redeemed Principal has become or is declared to be immediately due and payable pursuant to these Conditions;

"Transfer Fees" means, at any time in respect of any Lease in relation to a Property which is managed by Peverel Management Services Limited (or any successor thereto) pursuant to the Property Management Agreement, the transfer fees (as distinct from assignment fees) to be paid under the terms of such Lease;

"Trust Deed" means the trust deed and the schedules thereto dated 31 March 2000 (as amended or supplemented from time to time in accordance with the provisions thereof) between the Issuer and the Chargee;

"Warden's Apartment" means any apartment forming part of a Property which is occupied or occupiable by a warden or deputy warden of such Property.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02891085

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 31st MARCH 2000 AND CREATED BY PEVEREL PROPERTY INVESTMENTS LIMITED FOR SECURING THE DUE AND PUNCTUAL OBSERVANCE AND PERFORMANCE OF THE OBLIGATIONS OF THE ISSUER IN RESPECT OF THE ISSUER SECURED OBLIGATIONS TO BANKERS TRUSTEE COMPANY LIMITED ACTING FOR ITS OWN ACCOUNT AND AS TRUSTEE FOR THE OTHER SECURED UNDER OR PURSUANT TO THE FINANCE DOCUMENTS AND THE DEED OF CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE