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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

1113

3079925

Name of company

* Brookstream Properties Limited (the "Company")

Date of creation of the charge

30 September 1997

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

Fixed and floating charge (the "Charge")

Amount secured by the mortgage or charge

All monies and liabilities which are at the date of the Charge or may at any time or times thereafter be due, owing or incurred by the Company to Anglo Irish Bank Corporation Plc (the "Bank") or for or in respect of which the Company may be liable to the Bank on any account or in any manner whatsoever (whether or not the Bank shall have been an original party to the relevant transaction) and whether actual or contingent and as principal or surety and whether alone or jointly with any other party or parties including interest to the date of repayment (chargeable and payable in such manner as has been specifically agreed as well after as before any demand made or judgment obtained under the Charge), commission, banking, legal and other properly incurred costs, charges and expenses (on a full indemnity basis).

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

Anglo Irish Bank Corporation Plc

Gracechurch House

55 Gracechurch Street, London

Postcode

EC3V OEE

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

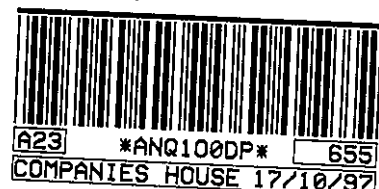
Taylor Joynson Garrett
Carmelite
50 Victoria Embankment
Blackriars
London EC4Y 0DX

PXH/AGS

Time critical reference

For official use
Mortgage Section

Post room



Please see schedule

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Tagh Joy Garrett

Date 16 October 1997

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

† 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.

SCHEDULE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee:

1. charged to the Bank by way of legal mortgage all that freehold land and buildings at Friern Barnet Hospital as the same is registered at HM Land Registry under title numbers NGL735132 and NGL744840 (the "Legally Mortgaged Property");
2. charged and assigned to the Bank all rents and other income and sums thereon payable to the Company from time to time in respect of the Legally Mortgaged Property or any part thereof whether payable by any lessee, tenant, licensee or other occupier of the Legally Mortgaged Property or any part thereof or otherwise including any surety for the same and (where the context admits) any lump sum or premium payable or paid to the Company under the terms or in consideration for the grant of any lease, tenancy or licence of all or any part of the Legally Mortgaged Property (the "Rents") and the benefit of all securities and guarantees for the same and all interest (if any) due or which becomes due in respect thereof;
3. charged to the Bank by way of fixed charge all its right, title and interest in and to any proceeds of any insurance of the Mortgaged Property (being all the property which is at the date of the Charge or may thereafter become subject to the Charge), to the extent the same are not otherwise subject to a fixed charge under the Charge;
4. charged and assigned to the Bank all of the right, title and interest of the Company under or in respect of or arising from or as against:
 - (a) any building contractor ("Building Contractor") appointed by the Company to undertake construction and other works in relation to the construction on the Legally Mortgaged Property or any part thereof of residential dwelling units and all works ancillary thereto (the "Development");
 - (b) any contract or agreement between a Building Contractor and the Company for the provision of the above works or related services;
 - (c) any of the professional advisers employed by or providing construction or other related services (including design services) to the Company in connection with or for the purposes of any Development, including but not limited to any or all of the following: architects, building surveyors, consulting engineers, mechanical and electrical engineers and quantity surveyors (the "Professional Team"); and
 - (d) any contract or agreement between the Company and any Professional Team member under which that Professional Team member is providing or has agreed to provide services to the Company; and
5. charged to the Bank by way of floating charge the whole of its undertaking, property,

rights and assets both present and future and wheresoever situate.

NOTE

The Charge contains, inter alia, the following covenants:

1. The Company shall not, without the prior written consent of the Bank, cause or permit any claim of the Company for the Rents to be compromised, compounded, discharged, postponed, released or subordinated, or any of its rights of action in connection therewith to be waived, or anything to be done or omitted to be done which may delay or prejudice a full recovery thereof.
2. The Company shall not, except with the prior written consent of the Bank, enter into or allow to remain outstanding any mortgage, charge, encumbrance or pledge or (other than liens arising in the normal course of business or by operation of law) create or permit to subsist any lien over all or any part of the Mortgaged Property or allow the assignment by way of security of any of its rights to be entered into.
3. During the continuance of the security constituted by the Charge 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 shall not in relation to the Legally Mortgaged Property or any part thereof be exercisable by the Company nor shall the Company part with possession of the Legally Mortgaged Property or any part thereof nor confer any licence, right or interest to occupy nor grant any licence or permission to assign, underlet or part with possession of the same or any part thereof nor agree (whether the Company is landlord or tenant) suffer or permit any variation or addition to the terms of any lease, tenancy or licence (including, without prejudice to the generality of the foregoing, any lease by which any of the Legally Mortgaged Property is demised) without in every such case obtaining the prior written consent of the Bank.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03079925

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 30th SEPTEMBER 1997 AND CREATED BY BROOKSTREAM PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION Plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th OCTOBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st OCTOBER 1997.

A handwritten signature in cursive script, appearing to read 'A.P. Goddard'.

A. P. GODDARD

for the Registrar of Companies



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

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22/10/97