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COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number



3600008

Name of company

* PEABODY UNITE (ONE) LIMITED

* insert full name
of company

Date of creation of the charge

14 JUNE 1999

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

LEGAL MORTGAGE

Amount secured by the charge

All money and liabilities whether certain or contingent (including further advances made hereafter by the Lender and secured directly or indirectly by this Mortgage) which now are or at any time hereafter may be due owing or incurred by the Mortgagor to the Lender or for which the Mortgagor may be or become liable to the Lender on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to date of payment at such rate as may from time to time have been agreed between the Lender and the Mortgagor and any legal or other proper costs charges and expenses incurred by the Lender in relation to this Mortgage or in enforcing the security hereby created on a full and unqualified indemnity basis.

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

The Governors of the Peabody Trust, a registered charity (Charity
number 2060610), principal place of business at 45 Westminster

Bridge Road, London

Postcode SE1 7JB

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

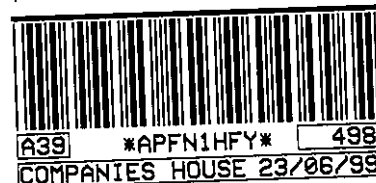
Beachcroft Wansbroughs
10-22 Victoria Street
Bristol
BS99 7UD

Ref: ADS

Time critical reference

For Official Use
Mortgage Section

Post Room



Short particulars of all the property charged

Firstly, all and every interest in, over or relating to Telephone House, 4-20 (even) Woodgrange Road, Forest Gate, London E7 (the "Property") (including fixtures and fittings thereon) which the Mortgagor now or hereafter has power so to charge and by way of equitable charges all other interests therein and the proceeds of sale thereof and all moneys in future received as compensation or under any policy of insurance affected in respect of the Property.

Secondly, the Mortgagor with full title guarantee hereby assigns unto the Lender the full benefit of all licences (which expressions shall also include any registrations) held in connection with any business or businesses from time to time carried on in or upon the Property or any part or parts thereof subject to redemption on payment of all liabilities hereby secured. The Mortgagor will carry on such business or businesses in accordance with the standards of goods management from time to time current in such business or businesses and will take out and maintain all necessary licences for the due carrying on of such business(es) and will not do or suffer to be done any act, matter or thing whereby any such licences may be lost or not renewed and will (to the fullest extent

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Beachcroft Wansbroughs

Date 22.6.99

On behalf of [company] ~~(chargee)~~†

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Companies 395

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Stat Plus Group plc

Revised January 1993

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Please do not
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Continuation sheet No.
to Form No. 395 and 410 (Scot)

Company number

3600008

Please complete
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in black type, or
bold block lettering

Name of company

PEABODY UNITE (ONE)

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing to the mortgage or charge (continued)

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bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

possible) at all times, at the Mortgagor's cost, execute all such instruments and do all such things as shall be requisite for transferring and vesting all or any such licences to and in the nominee(s) of the Lender or any other person(s) as the Lender may direct and the Mortgagor hereby irrevocably and by way of security appoints the Lender to be the attorney of the Mortgagor in the name of the Mortgagor to apply for and obtain the renewal of any such licences and to sign all proper notices and other documents and to do all necessary acts for assigning or transferring all or any such licences to such person(s) as the Lender may think fit. Without prejudice to the above the Mortgagor consents to the making of any protection order in respect of the Mortgaged Property or any part or parts thereof to such person or persons as the Lender or any Receiver appointed hereunder may specify and/or the transfer of any such licence as aforesaid and agrees that this Mortgage may be produced (and shall be admissible) as evidence of such consent.

Thirdly, in the event of the Lender taking possession of the Mortgaged Property (or any of it) then, without prejudice to Clause 7 of the Legal Mortgage, the Lender is hereby authorised as agent for the Mortgagor to remove, store, sell or otherwise deal with any furniture or goods whatsoever which the Mortgagor shall fail or refuse to remove from such Mortgaged Property within seven days of being requested so to do by notice from the Lender and the Lender shall not be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Lender against all expenses incurred by the Lender in relation to such furniture or goods and the Lender shall, upon receipt of satisfactory evidence that the Mortgagor is entitled to the proceeds of sale, account to the Mortgagor for the proceeds of any such sale after deducting any such expenses.

Fourthly, the Mortgagor will deposit with the Lender and the Lender shall during the continuance of this security be entitled to hold and retain (unless held by a prior mortgagee at the date hereof) all deeds and documents of title relating to the Mortgaged Property for the time being.

Fifthly, the Mortgagee shall not without written consent of the Lender make any disposition of any of the Mortgaged Property or any estate or interest in it or create or purport to create any lease or rent charge affecting it or part with possession or share occupation of the whole or any part of the Property. To the extent the Property is registered at HM Land Registry, the Mortgagor hereby applies to the Chief

Land Registrar to enter on the Proprietorship Register a restriction to the effect that (except under an order of the Registrar or of the Court) no disposition by the registered proprietor of the Property shall be registered without the consent of the proprietor for the time being of this Mortgage.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03600008

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 14th JUNE 1999 AND CREATED BY PEABODY UNITE (ONE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNORS OF THE PEABODY TRUST ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JUNE 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

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