

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 Company number

[119]

3864364

Name of company

*
Wandsworth GP Limited acting (1) for itself and (2) as general partner on behalf of
Wandsworth LP, a limited partnership constituted under the Limited (PTO)

Date of creation of the charge

13 April 2004

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

Deed of Accession and Supplemental Debenture made between the Existing
Chargor (1), the New Chargor (2) and the Agent (3) (the "Deed of
Accession and Supplemental Debenture")

Amount secured by the mortgage or charge

Please see the attached schedule 1

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

ING BHF-BANK Aktiengesellschaft, London Branch
61 Queen Street,
London
(the "Agent")

Postcode EC4R 1AF

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

Taylor Wessing
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

P.D.

Time critical reference

BHF-1-214/Existing

For official Use
Mortgage Section



PMO *PGR1888X* 0467
COMPANIES HOUSE 30/04/04
A09 *A3ASPUP* 0414
COMPANIES HOUSE 21/05/04
COMPANIES HOUSE 0413
30/04/04

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

3864364

Name of Company

Partnership Act 1907 (number LP 6677) (the "Existing Chargor")

Limited*

* delete if
inappropriate

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

Short particulars of all the property mortgaged or charged

Please see the attached 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)

Nil

Signed

Taylor W. King

Date

28-07-04

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)

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:-
Companies House, Crown Way, Cardiff CF14 3UZ

Definitions

Except as defined in the Form 395 and schedules, capitalised terms shall have the meaning given to them in the Debenture.

"Debenture" means a debenture dated 8 March 2000 made between Existing Chargor (1) and the Agent (2);

"New Chargor" means Wandsworth Southside Trustee Limited (company number: 3864364).

SCHEDULE 1- Amount secured by the mortgage or charge

All or any of the present or future, actual or contingent obligations or liabilities of the Existing Chargor owed or expressed to be owed to the Agent and/or the Beneficiaries or any of them under any Finance Documents.

(the **"Secured Obligations"**)

SCHEDULE 2- Short particulars of all the property mortgaged or charged

1. Acknowledgement of Existing Fixed Security

The New Chargor acknowledged and acceded to the prior rights of the Agent over the Property as legal mortgagee pursuant to clause 3.1(a) of the Debenture and agrees to be bound by the terms of and shall observe and perform the obligations of the Existing Chargor in that legal mortgage.

2. Further Fixed Security

As security for the payment of the Secured Obligations the New Chargor with full title guarantee charged to the Agent its interests in all present and future property on the terms set out in Clauses 3.1(b),(c), (d), (e), (f), (g), (h) and (i) of the Debenture as set out in the certified copy of the Debenture.

For the purposes of construing Clause 6.1 of the Deed, capitalised terms which appear in the Debenture including without limitation Investment, Intellectual Property and Designated Account shall be taken as referring to the property of the New Chargor.

3. Floating Security

As continuing security for the payment of the Secured Obligations the New Chargor charged to the Agent by way of floating charge with full title guarantee the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Agent.

The Agent may at any time by written notice to the Chargor convert the floating charge created under Clause 7.1 into a fixed charge as regards any property specified in the notice if any condition set out in clause 4.1(a) or 4.2(b) of the Debenture is fulfilled.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03864364

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION AND SUPPLEMENTAL DEBENTURE DATED THE 13th APRIL 2004 AND CREATED BY WANDSWORTH GP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ING BHF-BANK AKTIENGESELLSCHAFT, LONDON BRANCH (THE AGENT) AND/OR THE BENEFICIARIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th MAY 2004.

GRM
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES