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CHFP025

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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

2111

3872177

Name of company

* 50 GROSVENOR STREET LIMITED

Date of creation of the charge

28 November 2001

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Company to the chargee or the company which is a member of the same group of companies as the chargee whether present or future actual or contingent whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all interest commission fees and legal and other costs charges and expenses of the chargee or any receiver in relation to the charge or its enforcement so that interest shall be computed and compounded according to the usual practice of the chargee as well after as before any demand or judgement.

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

ANGLO IRISH BANK CORPORATION PLC
10 Old Jewry
London

Postcode EC2R 8DN

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

DLA
3 Noble Street
London
EC2V 7EE
DX 33866 FINSBURY SQUARE

Banking/LB/104120.529

Time critical reference
LB

For official Use
Mortgage Section

Post room



A33
COMPANIES HOUSE

A402B610

0630
11/12/01

Short particulars of all the property mortgaged or charged

1. BY WAY OF FIRST LEGAL MORTGAGE:

All that Freehold property known as 50 Grosvenor Street, London W1 and registered at H M Land Registry under Title Number NGL781430

2. BY WAY OF ASSIGNMENT:

2.1 The gross rents licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Company from the Property or otherwise paid to or received by it in respect of the Property (including without limitation or mesne profits) but save for insurance rents or service charges or the like together also with the benefit to the Company of all other rights and claims to which it may now or in the future become entitled in relation to the Property including rights against persons who are now or have been or may become lessees subleasees licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons

(SEE CONTINUATION SHEET)

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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 10 December 2001

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

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Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
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Company Number

3872177

Name of Company

50 GROSVENOR STREET LIMITED

~~limited~~

* delete if
inappropriate

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

Please complete
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2. BY WAY OF ASSIGNMENT (continued)

2. The benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any professional advisers or contractors now or at any time engaged by the Company in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons.

3. The benefit of all Agreements all the proceeds of any claim award or judgement arising out of any Agreements and all sums paid or payable to the Company under such agreements.

4. All right title and interest of the Company in and to all payments made under any and all present and future insurance policies in respect of the Property.

5. All the rights of the company under any agreement or arrangement entered into now or in the future by the Company with any person for the purpose of or in connection with the fixing capping or hedging of the rate of interest payable by the Company in respect of any borrowing or indebtedness and any right or option to enter into such agreement or arrangement.

6. The goodwill of any business carried on by the Company at the Property and the benefit of all present and future licences and permits held in connection with the business.

2. BY WAY OF FIXED CHARGE

All funds standing to the credit of the Company from time to time on any account with the chargee including all receipts from time to time paid into a rent receipt account with the chargee (or such other account as the chargee may from time to time direct).

3. BY WAY OF FLOATING CHARGE

All moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Property.

PLEASE NOTE The Legal Charge contains a negative pledge which prohibits the creation of any charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or any other encumbrance security agreement or arrangement of any kind over the Property without the consent of the chargee.

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

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03872177

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 28th NOVEMBER 2001 AND CREATED BY 50 GROSVENOR STREET 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 11th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th DECEMBER 2001.

*DX
Pam*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES