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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.

395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1114

5062002

Name of company

*
Wandsworth Southside Trustee Limited (the "New Chorgor")

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 between the New Chorgor (1), Wandsworth GP Limited acting (2) for itself and (3) as general partner on behalf of Wandsworth LP, a limited partnership constituted under the Limited Partnerships Act 1907 (number LP6677) and The Governor and Company of the Bank of Scotland (4) (the "Deed of Accession and Supplemental Debenture")

Amount secured by the mortgage or charge

Please see schedule 1.

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

The Governor and Company of the Bank of Scotland
Level 7
155 Bishopsgate
London (the "Bank")

Postcode EC2M 3YB

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

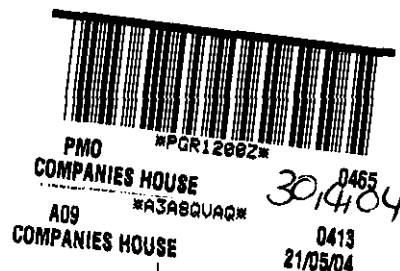
Taylor Wessing
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

SMIT

Time critical reference

BOS-25-3/Deed New

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

Please 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)

Nil

Signed

Taylor & Francis

Date

20-05-04

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

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 CF14 3UZ

Definitions

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

"Agreement" means a loan agreement dated 8 November 2002 made between the Bank (1) and the Existing Chargor (2);

"Debenture" means a debenture dated 8 November 2002 made between the Bank (1) and the Existing Chargor (2);

"Existing Chargor" means Wandsworth GP Limited acting for (1) itself and (2) as general partner on behalf of Wandsworth LP, a limited partnership constituted under the Limited Partnership Act 1907 (number: LP 6677).

SCHEDULE 1- Amount secured by the mortgage or charge

All liabilities under the Finance Documents including the Loan, interest, fees, costs and expenses in each case owed by the Obligors to the Bank and whether owed jointly or severally or in any other capacity.

(the "Indebtedness")

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

1. Fixed Security

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

As security for the payment of the Secured Obligations the New Chargor with full title guarantee charged to the Bank 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.

2. Floating Security

As continuing security for the payment of the Secured Obligations the New Chargor charged to the Bank by way of floating charge with full title guarantee the whole of its

The Bank may at any time by written notice to the New Chargor convert the floating charge created under Clause 7.1 of the Deed 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.

3. Negative Covenants

3.1 The New Chargor will not except with the prior written consent of the Bank or as expressly permitted pursuant to the provisions of the Finance Documents:

- (a) sell, transfer, lease or otherwise dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any Charged Property charged by way of fixed charge under this deed;
- (b) save in the ordinary course of business and for full consideration in money or money's worth sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under this deed;
- (c) enter into, create or permit to subsist any Encumbrance over any Charged Property save for a Permitted Encumbrance;
- (d) redeem or purchase its own shares or provide financial assistance for such purposes; or
- (e) pay any dividend, other than as expressly permitted under clause 11.4(o) of the Loan Agreement.

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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. 05062002

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 SOUTHSIDE TRUSTEE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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.

GRN
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES