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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

008795/26

CHFP025

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this margin

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

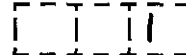
*insert full name
of Company

A fee of £13 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

5891745

Name of company

* AMSPROP SOUTHBANK LIMITED (the "Chargor")

Date of creation of the charge

8 SEPTEMBER 2006

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

DEBENTURE (the "Charge")

Amount secured by the mortgage or charge

The Secured Obligations (see Paper Apart 2 for Definitions)

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

The Governor and Company of the Bank of Scotland (as security trustee for the Finance Parties) on the terms set out in the Facility Agreement (in such capacity, the "Security Trustee") acting through its office at New Ueberior House, 11 Earl Grey Street, Edinburgh (see Paper Apart 2 for Definitions)

Postcode EH3 9BN

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

DLA Piper Scotland LLP
249 West George Street
GLASGOW
G2 4RB

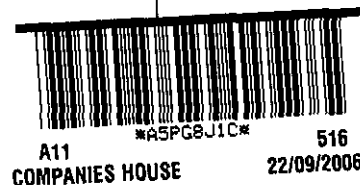
HMC/308055/641

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



See Paper Apart 1.

Please do not
write in
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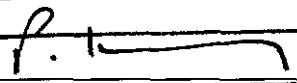
*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

FOR
DLA PIPER SCOTLAND LLP

Signed

 MEMBER

Date

21/09/06

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

PAPER APART 1

AMSPROP SOUTHBANK LIMITED (5891745) - M395 (DEBENTURE)

Short Particulars of all the Property Mortgaged or Charged

1. Fixed Charges

In terms of the Charge, the Chargor charges all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Security Property; and
 - (ii) all other Property (if any) at the date of the Charge vested in or charged to the Chargor (and not charged by clause 1(a)(i));
- (b) by way of first fixed charge:
 - (i) all other Property and all interests in Property (not charged by clause 1(a));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (iii) all of its rights under the appointment of any managing agent of the Property; and
 - (iv) the benefit of the Insurances, all claims under the Insurances and all proceeds of the Insurances;
- (c) by way of first fixed charge all plant and machinery (not charged by clauses 1(a) or 1(b)) at the date of the Charge and thereafter in the future on the Property and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment at the date of the Charge and thereafter in the future on the Property (not charged by clause 1.1(c));
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge all Charged Securities,

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

- (f) by way of first fixed charge:
 - (i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
 - (ii) all accounts with any bank, financial institution or other person not charged by clause 1(f)(i) and all monies at any time standing to the credit of any such account,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge all Intellectual Property;
- (h) by way of first fixed charge all rights to recover VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;
- (i) to the extent that any Assigned Asset is not effectively assigned under clause 2, by way of first fixed charge such Assigned Asset;
- (j) by way of first fixed charge (to the extent not otherwise charged or assigned in the Charge):
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and
- (k) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.

2. Security Assignments

In terms of the Charge, the Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption pursuant to clause 35.1 of the Charge) all its present and future right, title and interest in and to:

- (a) the Rental Income;
- (b) all Disposal Proceeds;
- (c) the Occupational Leases;
- (d) the Insurances, all claims under the Insurances and all proceeds of the Insurances;
- (e) all rights under any agreement or arrangement it may enter into at the date of the Charge or thereafter in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement (together, the "Hedging Arrangements");

- (f) all other Receivables[✓] (not assigned by clauses 2(a), 2(b), 2(d) or 2(e)); and
- (g) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents benefiting the Chargor in respect of the Property.

To the extent that any Assigned Asset described in clause 2(d) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.

3. Floating Charges

In terms of the Charge, the Chargor charges and agrees to charge by way of first floating charge all its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clauses 1 and 2 above or any other provision of this Deed; and ✓
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

PAPER APART 2

AMSPROP SOUTHBANK LIMITED (5891745) - M395 (DEBENTURE)

Definitions

"Account Bank" means The Governor and Company of the Bank of Scotland of St James Gate, 14-16 Cockspur Street, London, SW1Y 5BL or such other bank with which any Security Account is maintained from time to time;

"Assigned Assets" means the Charged Assets expressed to be assigned pursuant to clause 4.2 of the Charge (and as described in clause 2 of Paper Apart 1);

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Charged Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Charge;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Charge) at the date of the Charge or thereafter in future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time;

"Disposal" means a sale or disposal (including a disposal by way of the grant of a lease at a premium) of the Security Property including a disposal of the shares of the Chargor;

"Disposal Proceeds" means the proceeds of any Disposal;

"Facility Agreement" means the agreement dated 8 September 2006 and made between (1) the Chargor (as borrower) (2) The Governor and Company of the Bank of Scotland as arranger, (3) The Governor and Company of the Bank of Scotland as original lender (4) The Governor and Company of the Bank of Scotland as agent (5) HBOS Treasury Services PLC as Hedging Counterparty (as defined therein) and (6) the Security Trustee, pursuant to which the Lenders (as defined therein) agreed to make certain facilities available to the Chargor;

"Finance Documents" has the meaning ascribed to it in the Facility Agreement;

"Finance Party" means a Lender, the Hedging Counterparty, the Arranger, the Agent or the Security Trustee (all as defined in the Facility Agreement);

"Insurances" means all contracts and policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest;

"Intellectual Property" means all present or future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor:

- (a) in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and
- (b) any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Chargor;

"Occupational Lease" means any lease, licence, tenancy or other occupational arrangement granted for occupation of any part of the Security Property at any relevant time;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Charge or thereafter in future belonging to the Chargor or in which the Chargor has an interest at any time (including the Security Property) and:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon; ✓
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of the whole or any part of that property; and
- (d) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (other than the Rental Income) (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Rental Income" means the aggregate of all gross rents, licence fees and other monies reserved by or arising out of any Occupational Lease or any agreement for lease or otherwise, without limitation, derived by the Chargor or from the Security Property from time to time, including, without limitation:

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of the obligations of any tenant under an Occupational Lease;
- (c) any sum equal to any apportionment of rent allowed in favour of the Chargor *under the agreement for the acquisition of the Security Property*;
- (d) proceeds of insurance in respect of loss of rent or interest on rent;
- (e) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease;
- (f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, or the provision of any other services specified in any Occupational Lease, and the payment of insurance premiums and other costs of insurance, in respect of the Security Property;
- (g) proceeds paid for a breach of covenant or for dilapidations under any Occupational Lease and for expenses incurred in relation to any such breach;
- (h) any contribution to a sinking fund paid under any Occupational Lease;
- (i) any contribution by any tenant under an Occupational Lease to ground rent due from the Chargor under any Superior Lease;
- (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (k) interest, damages or compensation in respect of any of the items in this definition; and
- (l) any amount in respect of VAT payable on any sum mentioned in this definition save to the extent such amount has already been included in this definition;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Security Trustee and/or the other Finance Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Charge), provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;

"Security Accounts" means the accounts of the Chargor with the Account Bank numbered 06075035 and 6075043;

"Security Property" means the freehold land and building known as The IBM Building, 74-78 (even), Upper Ground, London registered at the Land Registry under Title Number SGL488900.

"Superior Lease" means any superior lease under which the Chargor holds its title to the Security Property;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05891745

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th SEPTEMBER 2006 AND CREATED BY AMSPROP SOUTHBANK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE FOR THE FINANCE PARTIES) (THE SECURITY TRUSTEE) AND/OR THE OTHER FINANCE PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER 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 22nd SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th SEPTEMBER 2006 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —