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COMPANIES FORM No 410(Scot)

**Particulars of a charge created
by a company registered in Scotland**

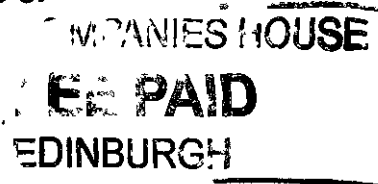
410

A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage or
charge

CHFP025

Please do not
write in this
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Pursuant to section 410 of the Companies Act 1985

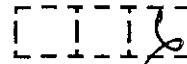


Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number



SC104388

Name of company

* JSB Securities Limited (the "Company")

Date of creation of the charge (note 1)

6 August 2007

Description of the instrument (if any) creating or evidencing the charge (note 1)

Deed of Legal Charge (the "Charge")

Amount secured by the charge

The Indebtedness

See Continuation sheet 1

Names and addresses of the persons entitled to the charge

Norwich Union Mortgage Finance Limited, 37 Surrey Street, Norwich, Norfolk,
NR1 3UY as trustee for itself and the other Lenders (the "Trustee")

Presentor's name address telephone
number and reference (if any)
MacLay Murray & Spens LLP
3 Glenfinlas Street
Edinburgh
EH3 6AQ

0131 226 5196

PZM/HAB/CPD/AVI/6/555

For official
Charges Sec

TUESDAY



SCT 14/08/2007 74

COMPANIES HOUSE

SCT 09/08/2007 672

COMPANIES HOUSE

5168391

Short particulars of all the property charged

Please do not
write in
this margin

See Continuation sheet 1

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Nil

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee is payable
to Companies
House in respect
of each register
entry for a
mortgage or
charge
(See Note 5)

Signed

R / Laing

Date *8/08/2001*

On behalf of ~~XXXXXX~~ [chargee] †

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS LLP

Notes

1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act (Examples: date of signing of an Instrument of Charge, date of recording/registration of a Standard Security, date of intimation of an Assignment)

2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or *pari passu* with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it

3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered

4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body

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 are to be made payable to **Companies House**

6 The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as
appropriate

Pursuant to Section 410 of the Companies Act 1985

Continuation sheet 1

To the Registrar of Companies

Name of company
JSB Securities Limited

Company number
SC 104388

Short particulars of the property mortgaged or charged

- 1 As security for the payment and discharge of its obligations hereunder and in respect of the Indebtedness, each Chargor with full title guarantee, and to the intent that the security created shall rank as a continuing security, hereby charges to the Trustee
 - (a) by way of legal mortgage, those parts of the Property details of which are set out immediately opposite its name in Schedule 2 of the Charge, a copy of which is attached,
 - (b) by way of fixed charge, all moneys from time to time deposited with the Trustee on the terms set out in Schedule 6 of the Charge, a copy of which is attached, and
 - (c) by way of floating charge, such of its Undertaking which is not otherwise from time to time effectively assigned, mortgaged or charged pursuant to Clauses 1(a), 1(b) or 2 or pursuant to a standard security granted in favour of the Trustee or any other Lender by any Group Member in security of the Indebtedness
- 2 As security for the payment and discharge of its obligations hereunder and in respect of the Indebtedness, each Chargor with full title guarantee hereby assigns absolutely and agrees to assign absolutely to the Trustee (subject to re assignment on discharge of the Indebtedness) all rights and claims (including, without limitation, all proceeds of insurance) to which the Chargor is now or may hereafter become entitled in relation to the Property

In this Form 410

"Borrowing Group"	means Crancourt Investments Limited (Company Number 05720562) and any company from time to time which is a holding company or subsidiary of Crancourt Investments Limited (Company Number 05720562) and any subsidiary undertaking or associate of any such company,
"Chargor"	means any company (including the Initial Chargor) which shall have granted or otherwise provided any Encumbrance in favour of the Trustee over any of its assets under or pursuant to the Charge or any deed supplemental to the Charge, and which shall not for the time being have ceased to be a Chargor pursuant to the provisions of the Charge, the original Chargors being those named in the first column of Schedule 1 of the Charge, a copy of which is attached,
"Encumbrance"	means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security,
"Group Member"	means each member of the Borrowing Group (including the Initial Chargor) from time to time which has an obligation to any Lender in relation to the Indebtedness,

"Indebtedness"	means all moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member to the Trustee or any Lender or for or in respect of which any Group Member may be liable to the Trustee or any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety or cautioner and whether alone or jointly with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses,
"Initial Chargor"	means together Crancourt Investments Limited (Company number 05720562) and whose registered office is at 25 Harley Street, London, W1G 9BR and the Company
"Lender"	means the Trustee, Aviva plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends or has lent to, or is at any time owed moneys by, any Group Member,
"Property"	means all and each of the property or properties described in Schedule 2 of the Charge, a copy of which is attached, or such of them as shall for the time being remain subject to the Charge including all buildings, erections and fixtures and fittings (but excluding tenants' fixtures and fittings) and fixed plant, equipment and machinery for the time being thereon and all improvements and additions thereto and all easements, benefits, rights and licences appurtenant thereto subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, options, covenants, indemnities, guarantees, warranties and conditions affecting the same and all proceeds of sale therefrom but otherwise free from Encumbrance, and includes all other property which from time to time shall become subject to the Charge pursuant to Clauses 4 or 7 of the Charge save, for the avoidance of doubt, any property situated in Scotland, and references to the Property include any part thereof,
"Undertaking"	means the property, assets, rights and revenues of any Chargor, whatsoever and wheresoever, present and future, including the uncalled share capital (if any) or such of them as the context requires

SCHEDULE 1 – CHARGORS

CHARGOR	REGISTERED OFFICE	ADDRESS IN ENGLAND FOR THE SERVICE OF NOTICES AND PROCESS
Crancourt Limited	Investments 225 Harley Street, London W1G 9BR	225, Harley Street, London W1G 9BR
	132, Nile Street, Glasgow G1 2RQ	Dawsons, 2, New Square, Lincolns Inn, London WC2A 3RZ
JSB Securities Limited	25, Harley Street, London W1G 9BR	

SCHEDULE 6 TERMS AND CONDITIONS FOR SECURITY OVER CASH

1. SECURITY

1 1 In consideration of the Trustee or any other Lender

- (a) advancing and/or continuing to advance funds to the Chargor (or to any other member of the Borrowing Group) at any time on or after the date hereof, or
- (b) giving its consent to the withdrawal of any of the Secured Property charged pursuant to this Deed or pursuant to a standard security (as the case may be) and to its disposal (as the case may be),

the Chargor with full title guarantee hereby charges to the Trustee the benefit and right to repayment of all sums (including interest) ("**secured cash**") from time to time standing to the credit of the Chargor's deposit account open or to be opened in the Trustee's books entitled "[name of Trustee] Charged Deposit Account re [name of Chargor]" (the "**Deposit Account**") as a continuing security for the payment and discharge upon first demand of the Indebtedness

1 2 Where the Trustee has agreed to accept secured cash in substitution for any Secured Property or upon the date hereof or upon the date any funds are advanced as contemplated by Clause 1 1, the Trustee shall require to be included in the amount of the secured cash the amount of any early repayment fee that would have been payable (if any) by the borrower under the relevant loan agreement or other document under which the relevant Indebtedness is constituted at the date of such proposed substitution or the date hereof (as the case may be) as if the amount of such secured cash had been applied by the relevant Lender in reduction of the loan at that time

1 3 If the Trustee has not accepted as security for the Indebtedness real or heritable property in substitution for secured cash within six months of the date that such secured cash has been substituted for the Secured Property (or such longer period as the Trustee may agree with the Chargor in writing) the Trustee may apply the amount of such secured cash in reduction of the Indebtedness (including, without limitation, any early repayment fee which may become due as a result of such application under the terms of the relevant loan agreement or other document under which any part of the Indebtedness is constituted)

2 PROHIBITION ON WITHDRAWALS

For as long as any of the Indebtedness is outstanding the Chargor shall not be entitled, without the Trustee's prior written consent, to withdraw all or any part of the moneys standing to the credit of the Deposit Account

3 SET OFF AND APPROPRIATION OF BALANCES

3 1 The Trustee is hereby irrevocably and unconditionally authorised at any time and from time to time (and section 103 of the LPA shall not apply to this Deed) without notice to the Chargor to consolidate any accounts open or then opened in the name of the Chargor or apply by way of set off the amount standing to the credit of the Deposit Account or any other account (whether matured or not) in or towards reimbursement to the Trustee of any of the Indebtedness which, to the extent not then payable, shall automatically become payable to effect such set-off The Trustee may, at the cost of the Chargor, effect any currency exchanges which it considers to be appropriate to implement such set off A certificate of an officer of the Trustee as to the amount of such debt or other liability shall (save for manifest error) be conclusive evidence for all purposes in connection with this Deed and binding on the Chargor

3 2 The rights of the Trustee pursuant to Clause 3 1 above shall be continuing rights and shall not be affected or discharged by any intermediate payment or satisfaction of the whole or any part of the Indebtedness or by any variation in the amount standing to the credit of the Deposit Account or any other account

4. RESIDUAL BALANCES

Any credit balance remaining in the Deposit Account or any other account after discharge of this Deed shall be paid to the Chargor or to the Chargor's order.

5. REPRESENTATIONS AND WARRANTIES

The Chargor warrants and represents to the Trustee at the time of the deposit of moneys in the Deposit Account that

- (a) it has full power, authority and right to enter into and perform the terms contained in this Deed and to make the deposits contemplated hereby and has taken all necessary corporate and other action to authorise the same upon the terms and conditions of this Deed, and
- (b) the moneys deposited (or to be deposited) in the Deposit Account or standing (or in the future standing) to the credit of any other account are (or, when deposited, will be) the property of the Chargor free and clear of all Encumbrances (except those arising under the Security Documents)

6. COVENANTS

- 6 1 The Chargor undertakes to the Trustee to pay or procure the payment to the Deposit Account of the proceeds of sale of such of the Secured Property sold as the Trustee may require immediately upon payment of the same by the purchaser thereof
- 6 2 The Chargor covenants with the Trustee that for so long as this Deed remains undischarged it will not create any other charge or interest affecting the Deposit Account but if it does so in breach of this covenant and the Trustee receives notice thereof the Trustee may open a new account (which shall, for the purposes of this Deed, be deemed to be, and shall operate as, a further Deposit Account) to which may be credited amounts deposited by the Chargor to be held on the terms of this Deed. If the Trustee does not actually open such new account then, unless the Trustee gives express written notice to the Chargor to the contrary, as from the date of the Trustee having such notice, all deposits made by the Chargor shall be deemed to have been credited to a new Deposit Account

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**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 104388

I hereby certify that a charge created by

JSB SECURITIES LIMITED

on 6 AUGUST 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of NORWICH UNION MORTGAGE FINANCE LIMITED

was delivered pursuant to section 410 of the Companies Act, 1985,
on 14 AUGUST 2007 given at Companies House, Edinburgh
15 AUGUST 2007



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES