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COMPANIES FORM No. 395

395**Particulars of a mortgage or charge**Please do not
write in
this margin

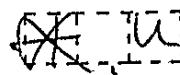
Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

M10

For official use Company number



2443791

Name of company

* Erlinstates Limited

*Insert full name
of company

Date of creation of the charge

10th January 1990

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

Legal Charge dated 10th January 1990

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

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

Skandia Financial Services Limited
Hulton House, 161 - 166 Fleet Street,

Postcode EC4A 2DY

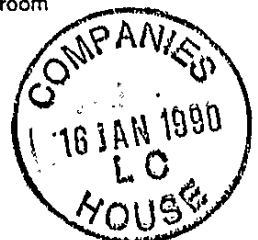
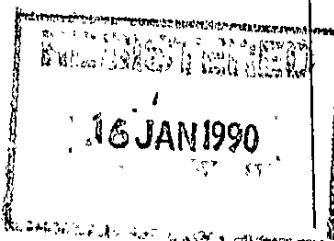
Presentor's name, address and
reference (if any):

JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON W1M 7LB
REF:
SKAL023

Time critical reference

For official use
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 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

Jacobson Redley

Date

16th January 1990

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

*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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoot Street, London SE1 5TS

1985 Edition
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**Particulars of a mortgage or charge
(continued)**Please do not
write in this
marginContinuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2443791

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

Name of company

Erlinstates

Limited*

*Delete if
inappropriate

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over the freehold and leasehold properties (if any) owned by the borrower and each and all of them any part thereof hereby expressed to be charged by way of first legal mortgage in favour of the lender (including capital monies and investments representing the same) and which at anytime shall or ought pursuant to any provision of the Agreement to be mortgaged or charged in favour of or held by the Lender by way of first specific security for the payment of the indebtedness.

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

Cont...

Short Particulars of the Property Mortgaged or Charged (Continued)

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) The statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

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

1

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

Page 4



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies 395 (Cont.) 410 (Scot) (Cont.)

10.8
5

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 10th JANUARY 1990
and created by ERLINSTATES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to SKANDIA FINANCIAL SERVICES

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 16th JANUARY 1990

Given under my hand at the Companies Registration Office,

Cardiff the 25th JANUARY 1990

No. 2443791


J.M. EVANS

an authorised officer

C.69a

L.C.
24/1/90.

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

Name of company

* Erlinstates Limited

2443791

* Insert full name
of company

Date of creation of the charge

10th January 1990

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

Floating Charge

Amount secured by the mortgage or charge

69/4

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee

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

Skandia Financial Services Limited
Hulton House, 161-166 Fleet Street

Postcode

EC4A 2DY

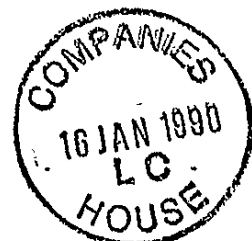
Presentor's name address and
reference (if any):

Jacobson Ridley
76 New Cavendish Street
LONDON W1A 1BD
Ref: SKAL018

For official Use
Mortgage Section

Post room

16 JAN 1990



Time critical reference

Short particulars of all the property mortgaged or charged

Floating Charge over all of the Company's undertaking property and other assets of whatsoever nature both present and future including the Company's uncalled capital for the time being.

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

Jackson Ridley

Date 15th January 1990

On behalf of ~~XXXXXX~~ mortgagee/chargee†

† 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 for property situated 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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 10th JANUARY 1990
and created by ERLINSTATES LIMITED

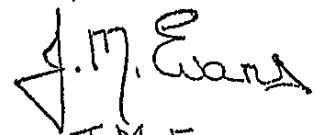
for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to SKANDIA FINANCIAL SERVICES
LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 16th JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th JANUARY 1990

No. 2443791


J.M. EVANS

an authorised officer

C.69a

LC.
24/1/90.

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

To the Registrar of Companies

M8

For official use

~~DE 14~~

Company number

24437 91

Name of company

* ERLINSTATES LIMITED

Date of creation of the charge

10 JANUARY 1990

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

ASSIGNMENT OF INTEREST RATE CAPITAL AGREEMENT

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise)
due or to become due to Skandia Financial Services Limited (the
"Lender")

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

Skandia Financial Services Limited

Hulton H0use, 161-166 Fleet Street

LONDON

Postcode

EC4A 2DY

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

Jacobson Ridley
76 New Cavendish Street
LONDON W1A 1BD

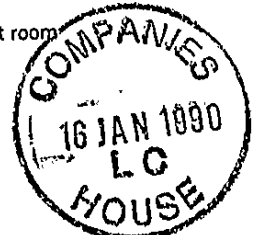
DJF/AKG

For official Use
Mortgage Section

REGISTERED

16 JAN 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and the sums of the principal or interest in and all benefits to accrue to it under a contract dated 10 January 1990 between Dunbar Bank Plc and the company (the "Assigned Contract"), and the net proceeds of any payment of any claims, awards and judgments which may at any time be recovered by the company pursuant to the Assigned Contract.

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

Jacobson Ridley

Date ¹⁶ JANUARY 1990

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

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that an Assignment dated 10th JANUARY 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company to SKANDIA FINANCIAL SERVICES LIMITED under the terms of the Security Documents (as defined in the Assignment) was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 16th JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th JANUARY 1990

No. 2443791

J.M. Evans
J.M. EVANS

an authorised officer

Certificate and instrument received by

..... L-C

Date 24/1/90

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

M9

For official use

X.I.U.

Company number

2443791

Name of company

* ERLINSTATES LIMITED

* Insert full name
of company

Date of creation of the charge

10TH JANUARY 1990

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

Cash Collateral Assignment

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise) due or to become due to Skandia Financial Services Limited ("the Lender") from the Company or any person who is a party to any guarantee indemnity mortgage charge pledge or other security now or from time to time hereafter held by the Lender.

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

Skandia Financial Services Limited

Hulton House, 161/166 Fleet Street

LONDON

Postcode

EC4A 2DY

Presenter's name address and
reference (if any):JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON W1A 1BDREF: DJF
SKAL029

Time critical reference

For official Use
Mortgage Section

16 JAN 1990

Post room



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

All of the Company's right title and interest in and to all sums of principal or interest now or from time to time hereafter standing to the credit of or earned on a currency term deposit account in the name of the Company with Barclays Bank Plc acting through its Branch at 21 Brayford Square, Stepney, LONDON, E1 and having number 40326674 and having standing to the credit thereof at 10 January 1990 the principal amount of £166,000.00 sterling.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Jarvis Ridley

Date 16th

January 1990

On behalf of ~~company~~ [mortgagee/chargee]†

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Cash Collateral Assignment dated 10th JANUARY 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company or any person who is a party to any Related Security Document (as defined) to SKANDIA FINANCIAL SERVICES LIMITED pursuant to the terms of this Assignment or any Related Security Document or on any account whatsoever was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 16th JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th JANUARY 1990

No. 2443791


J.M. EVANS

an authorised officer

Certificate and instrument received by

.....L.C......

Date24/1/90.....



COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

193130

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

To the Registrar of Companies

R

For official use

[141]

Company number

2443791

Name of company

* ERLINSTATES LIMITED

Date of creation of the charge

16th March 1990

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

ASSIGNMENT OF INTEREST RATE CAPITAL AGREEMENT

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise)
due or to become due to Skandia Financial Services Limited (the
"Lender")

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

Skandia Financial Services Limited

Hulton House, 161-166 Fleet Street

LONDON

Postcode

EC4A 2DY

Presentor's name address and
reference (if any):Jacobson Ridley
76 New Cavendish Street
LONDON W1A 1BD

DJF/AKG

For official Use
Mortgage Section

REGISTERED

21 MAR 1990

Post room

COMPANIES HOUSE

21 MAR 1990

M

65

Time critical reference

Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and the sums of the principal or interest in and all benefits to accrue to it under a contract dated 16th March 1990 between Dunbar Bank Plc and the Company (the "Assigned Contract"), and the net proceeds of any payment of any claims, awards and judgments which may at any time be recovered by the company pursuant to the Assigned Contract.

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

Jason Redley

Date 19th March 1990

On behalf of [company] (mortgagee/chargee)†

† 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 situated 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that an Assignment of Interest Rate Capital Agreement dated 16th MARCH 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company to SKANDIA FINANCIAL SERVICES LIMITED was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 21st MARCH 1990

Given under my hand at the Companies Registration Office,
Cardiff the 2nd APRIL 1990

No. 2443791

P. T. Davies
P. T. DAVIES

an authorised officer

Certificate and instrument received by

..... *P. T. Davies*

..... *CP*

Date *2/3/90*

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

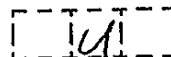
M314C

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

To the Registrar of Companies

For official use

Company number



2443791

Name of company

* ERLINSTATES LIMITED

* insert full name
of company

Date of creation of the charge

16th March 1990

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

Cash Collateral Assignment

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise) due or to become due to Skandia Financial Services Limited ("the Lender") from the Company or any person who is a party to any guarantee indemnity mortgage charge pledge or other security now or from time to time hereafter held by the Lender.

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

Skandia Financial Services Limited

Hulton House, 161/166 Fleet Street

LONDON

Postcode

EC4A 2DY

Presentor's name address and
reference (if any):JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON W1A 1BDREF: DJF
SKAL029

Time critical reference

For official Use
Mortgage Section**REGISTERED**

21 MAR 1990

Post room

COMPANIES HOUSE

21 MAR 1990

M

65

Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and to all sums of principal or interest now or from time to time hereafter standing to the credit of or earned on a currency term deposit account in the name of the Company with Barclays Bank Plc acting through its Branch at 21 Brayford Square, Stepney, LONDON, E1 and having number 403266 90 and having standing to the credit thereof at 16th March 1990 1990 the principal amount of £326,625.00 sterling.

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

John W. Ridley

Date

20th March 1990.

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

† delete as appropriate

Notes

- i 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.
- j A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- k 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.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Cash Collateral Assignment dated 16th MARCH 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company or any person who is a party to any guarantee indemnity mortgage charge pledge or other security now or from time to time hereafter to SKANDIA FINANCIAL SERVICES LIMITED was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 21st MARCH 1990

Given under my hand at the Companies Registration Office,
Cardiff the 30th MARCH 1990

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

Certificate and instrument received by

..... *P. T. Davies*
..... *CR*

Date *2/4/90*

M

Please do not
write in
this margin

COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

U I I

1990
2443791

Name of company

* ERLINSTATES LIMITED

Date of creation of the charge

16th March 1990

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

Legal Charge dated 16th March 1990

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

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

Skandia Financial Services Limited

Hulton House, 161 - 166 Fleet Street,

Postcode EC4A 2DY

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

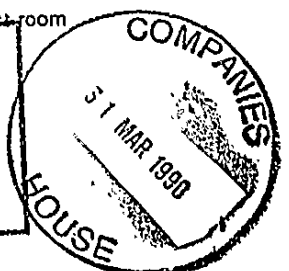
JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON W1M 7LB
REF: DJF/90078
SKAL023 3/A

For official use
Mortgage section

REGISTERED

31 MAR 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 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

Jacobson Ridley

Jacobson Ridley

Date 30th March 1990

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

*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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

1985 Edition
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6010503

Particulars of a mortgage or charge (continued)

Please do not
write in this
margin.

Continuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

Company number

2443791

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

Name of company

ERLINSTATES

Limited*

*Delete if
inappropriate

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over All that freehold property situate and known as 193, 195 and 197 Bow Road, Poplar in the London Borough of Tower Hamlets as the same is registered at H.M. Land Registry under title number 256195 with title absolute

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

Cont...

Short Particulars of the Property Mortgaged or Charged (Continued)

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) The statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

Please do not
write in this
margin

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

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

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

Page 4

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 16th MARCH 1990
and created by ERLINSTATES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to SKANDIA FINANCIAL SERVICES
LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 31st MARCH 1990

Given under my hand at the Companies Registration Office,
Cardiff the 9th APRIL 1990

No. 2443791


J.M. EVANS

an authorised officer

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9/4

HC021B

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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

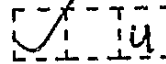
Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number



2443791

M183

Name of company

* ERLINSTATES LIMITED

Date of creation of the charge

21st May 1990

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

Cash Collateral Assignment

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise) due or the become due to Skandia Financial Services Limited ("the Lender") from the Company or any person who is a party to any guarantee indemnity mortgage charge pledge or other security now or from time to time hereafter held by the Lender.

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

Skandia Financial Services Limited

Hulton House, 161/166 Fleet Street,

London

Postcode EC4A 2DY

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

JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON
W1A 1BD

REF : DJF/90412

Time critical reference

For official use
Mortgage section

RECEIVED

24 MAY 1990

Post room



Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and to all sums of principal or interest now or from time to time hereafter standing to the credit of or earned on a currency term deposit account in the name of the Company with National Westminster Bank plc acting through its Branch at 1 St. James Square London SW1Y 4JX and having number 13235117 and having standing to the credit thereof at 21st May 1990 the principal amount of £80,000-00 sterling.

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 Jacobson Ridley

Date 22nd May 1990

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

*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.

Page 2



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1985 Edition
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Cash Collateral Assignment dated 21st MAY 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company or any person who is a party to any Related Security Document (as defined) to SKANDIA FINANCIAL SERVICES LIMITED under or pursuant to the terms of this Assignment or any Related Security Document or on any account whatsoever was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 24th MAY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 30th MAY 1990

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

Certificate and instrument received by

..... *Pent*
..... *CR*

Date *30/5/90*

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write in
this margin

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

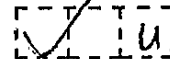
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legibly, preferably
in black type or
bold block
lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number

M184



2443791

Name of company

* ERLINSTATES LIMITED

Date of creation of the charge

21st May 1990

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

Assignment of Interest Rate Capital Agreement

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise) due
or to be become due to Skandia Financial Services Limited ("the
Lender")

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

Skandia Financial Services Limited

Hulton House, 161/166 Fleet Street,

London

Postcode

EC4A 2DY

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

JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON
W1A 1BD

REF : DJF/90412

Time critical reference

For official use

Mortgage section

REGISTERED

24 MAY 1990

Post room



Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and the sums of the principal or interest in and all benefits to accrue to it under a contract dated 21st May 1990 between Dunbar Bank Plc and the Company ("the Assigned Contract"), and the net proceeds of any payment of any claims, awards and judgements which may at any time be recovered by the Company pursuant to the Assigned Contract.

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 Jacobson Ridley *Jacobson Ridley* Date 22nd May 1990

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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.

Page 2





CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that an Assignment dated 21st MAY 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become from the Company to SKANDIA FINANCIAL SERVICES LIMITED was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 24th MAY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 30th MAY 1990

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

Certificate and instrument received by

..... *Pest.*
..... *CR*

Date *30/5/90*



Particulars of a mortgage or charge

Please do not
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this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
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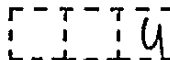
*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* ERLINSTATES LIMITED



2443791

Date of creation of the charge

21st May 1990

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

Legal Charge dated 21st May 1990

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge.

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

Skandia Financial Services Limited

Hulton House, 161 - 166 Fleet Street,

Postcode EC4A 2DY

1.6
Presentor's name, address and
reference (if any):

JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON W1M 7LB
REF: DJF/90412
SKAL023

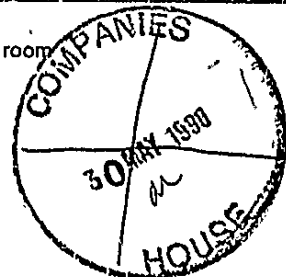
For official use

Mortgage section

REGISTERED

5 JUN 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 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 Jacobson Ridley *Jacobson Ridley* Date 30th May 1990

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

*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.

JACOBSON RIDLEY

SOLICITORS

GRAHAM S. MORRIS
L. LESLIE HYMAN
BRIAN CASEY
DIANA FEATHERSTONHAUGH
PAUL SPACEY

CONSULTANT
DENNIS R. HUMM

76 NEW CAVENDISH STREET,
LONDON W1A 1BD

TELEPHONE
071-329 3000
DX 53803
OXFORD CIRCUS NORTH
FAX
071-323 3456

OUR REF DJF/BG/90412

YOUR REF

FACSIMILE TRANSMISSION

DATE: 5th June 1990

ERLINSTATES LIMITED
RE: 1-5 PEMBROKE BUSINESS
CENTRE BASILDON

TO: Mortgage Section 5
Companies House

FAX NO: 0222 390685

REF: Mrs. Kay

FROM:

NO. OF PAGES (INCLUDING COVER SHEET)1.....

MESSAGE:

Dear Madam,

Please accept this facsimile as our authority to amend Form 395
as to the title number recited so as to amend with the Legal
Charge.

Yours faithfully,

Jacobson Ridley
JACOBSON RIDLEY

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

Company number

2443791

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

Name of company

*Delete if
inappropriate

ERLINSTATES LIMITED

Limited*

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

Short Particulars of the Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over Units 1 to 5 Pembroke Business Centre Paycocke Road Basildon in the County of Essex as the same is registered at H.M. Land Registry and forms part of title number EX39988 with title absolute and more particularly described in a transfer dated 21st May 1990 and made between POSTBASE LIMITED of the one part and ERLINSTATES LIMITED of the other part

(the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.

2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.

3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.

4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof.

5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

Cont...

Short Particulars of the Property Mortgaged or Charged (Continued)

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

6. First fixed legal charge over all the Company right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

Note (Inter alia):

(a) The statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property.

Fig

Fig

Fig

This image shows a completely blank white page. It is framed by a thick black border, which appears to be the edge of the scanner or the binding of a book. There are no markings, text, or illustrations on the page itself.

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

Page 4

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 21st MAY 1990
and created by ERLINSTATES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to SKANDIA FINANCIAL SERVICES
LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 5th JUNE 1990

Given under my hand at the Companies Registration Office,
Cardiff the 11th JUNE 1990

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

C.69a

*Post
CZ
11/6/90*

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

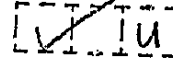
M 11

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

To the Registrar of Companies

For official use

Company number



2443791

Name of company

* ERLINSTATES LIMITED

* insert full name
of company

Date of creation of the charge

4th June 1990

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

FLOATING CHARGE

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned mortgagee/chargee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgement) at such rate or rates as may from time to time be stipulated by the Chargee

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

NORTH OF ENGLAND BUILDING SOCIETY

FAWCETT STREET

SUNDERLAND

Postcode

SR1 1SA

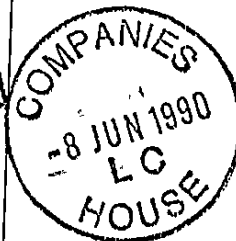
Presentor's name address and
reference (if any):JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON W1A 1BD

REF : DJF/90449

For official Use
Mortgage Section**REGISTERED**

8 JUN 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Floating Charge over all of the Company's undertaking property and other assets of whatsoever nature both present and future including the Company's uncalled capital for the time being.

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 Jacobson Ridley *Jacobson Ridley* Date 7th June 1990

On behalf of ~~[company]~~[mortgagee/chargee]t

† 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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 4th JUNE 1990
and created by ERLINSTATES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NORTH OF ENGLAND BUILDING SOCIETY.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 8th JUNE 1990

Given under my hand at the Companies Registration Office,
Cardiff the 14th JUNE 1990

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

C.69a

POST
JC
14/16

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

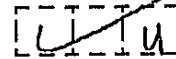
M12

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

To the Registrar of Companies

For official use

Company number



2443791

Name of company

* ERLINSTATES LIMITED

* insert full name
of company

Date of creation of the charge

4th June 1990

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

ASSIGNMENT OF INTEREST RATE CAPITAL AGREEMENT

Amount secured by the mortgage or charge

Any and all sums (the principal interest and fees or otherwise) due or to become due to North of England Building Society (the "Lender")

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

NORTH OF ENGLAND BUILDING SOCIETY

FAWCETT STREET

SUNDERLAND

Postcode SR1 1SA

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

JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON W1A 1BD

DJF/90449

For official Use
Mortgage Section

REGISTERED

- 8 JUN 1990

Post room



Time critical reference

Post

Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and the sums of the principal or interest in and all benefits to accrue to it under a contract dated 4th June 1990 between Dunbar Bank Plc and the Company (the "Assigned Contract"), and the net proceeds of any payment of any claims, awards and judgements which may at any time be recovered by the Company pursuant to the Assigned Contract.

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 Jacobson Ridley *Jacobson Ridley* Date 7th June 1990

On behalf of ~~[company]~~ [mortgagee/chargee]†

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that an Assignment dated 4th JUNE 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company to NORTH OF ENGLAND BUILDING SOCIETY under the terms of the Loan Agreement was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 8th JUNE 1990

Given under my hand at the Companies Registration Office,
Cardiff the 14th JUNE 1990

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

Certificate and instrument received by

..... *PAST*

..... *JC*

Date *14.16*

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

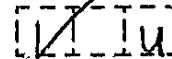
M 11

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

To the Registrar of Companies

For official use

Company number



2443791

Name of company

* ERLINSTATES LIMITED

* insert full name
of company

Date of creation of the charge

4th JUNE 1990

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All present or future indebtedness of the Company to or in favour of the chargee/mortgagee (the "Lender") on any current advance loan or other account whatsoever including but without limitation indebtedness under or pursuant to the facility letter from the Lender to the Company dated 4th June 1990 for the making of certain loan facilities by the Lender to the Company; all liabilities in respect of notes, drafts or bills discounted or paid or bills accepted or at the request of the Company letters of the credit or bids or performance bonds, guarantees or indemnities issued or assumed by the Lender or any other dealing or transaction or engagement entered into by the Lender or other loans, credits or advances made to or for the accommodation at the request of the Company; all other liabilities and obligations whatsoever of the Company to the Lender present or future, actual or contingent including liabilities as surety or guarantor; and all costs, charges and expenses owed to or incurred directly or indirectly by the Lender in relation to the Mortgaged

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

NORTH OF ENGLAND BUILDING SOCIETY

FAWCETT STREET

SUNDERLAND

Postcode SR1 1SA

14.6
Presentor's name address and
reference (if any):MESSRS. JACOBSON RIDLEY
76 NEW CAVENDISH STREET
LONDON
W1A 1BD

REF : DJF/90449

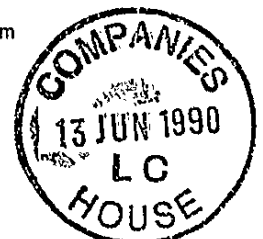
Time critical reference

For official Use
Mortgage Section

REGISTERED

13 JUN 1990

Post room



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

See continuation sheets 1 and 2.

Particulars as to commission allowance or discount (note 3)

3

Signed Jacobson Ridley *Jacobson Ridley* Date 12th June 1990

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

† 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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. _____
to Form No 395 and 410 (Scot)

Company number

2443791

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

Name of company

ERLINSTATES

Limited*

*delete if
inappropriate

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

Short Particulars of Property Mortgaged or Charge (Continued)

1. First fixed Legal Mortgage over All that freehold property situate and known as 72 and 74 Mare Street, London, E8 as the same is registered at H.M. Land Registry with Title Absolute under title number NGL430215 (the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery for the time being thereon belonging to the Company and all improvements and additions thereto subject to the benefit of the leases (but in the case of properties registered at H.M. Land Registry only to the extent as such are registered or protected on the register or are overriding interests) but otherwise free from incumbrances.

2. All present or future indebtedness of the Company to or in favour of the Lender on any current advance, loan or other account whatsoever including but without limitation indebtedness under and pursuant to the facility letter.

3. All liabilities in respect of notes, drafts or bills discounted or paid or bills accepted for or at the request of the Company, letters of credit or bid or performance bonds, guarantees or indemnities issued or assumed by the Lender, or any other dealing transaction or engagement entered into by the Lender, or other loans, credits or advances made to or for the accommodation of or at the request of the Company.

4. All costs, charges and expenses owed to or incurred directly or indirectly by the Company in relation to this security or any other security held by the Lender in connection with advances or other banking facilities or accommodation offered or made available to the Company or in relation to the enforcement or attempted enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited basis.

Note (inter alia) :

(a) The Company may not without the prior consent in writing of the Lender create or attempt to create any mortgage, pledge, charge or other incumbrance on or over the whole of any part of Mortgaged Property or permit any lien to arise on or to affect any part thereof.

(b) The Company may not without the prior written consent of the Lender grant or permit the creation of any easement or other

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

Property or any other security held by the Lender in connection with advances or as banking facilities or accommodation offered or made available to the Company or in relation to the enforcement or attempted enforcement of any such security or in relation to any such indebtedness or liability from a full and unlimited indemnity basis together with in respect of the aforementioned all interest commissions and discount charges such as interest being computed in each such case according to the usual mode of the Lender and so that interest shall be payable at the same rate as well after as before any judgement

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

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write in this
binding margin

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

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

incumbrance or restriction whatsoever in, over or upon the Mortgaged Property (or any part thereof).

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

(c) The Company may not without the prior written consent of the Lender sell, transfer, assign, grant or agree or permit the grant of any lease, underlease, tenancy or licence for occupation or the surrender of any lease under the tenancy or licence for occupation of or deal in or dispose of or part with possession of the whole or any part of the Mortgaged Property (and whether a renewal of existing such rights or otherwise) provided that in the case of a surrender of any lease the Lender shall not unreasonably withhold its consent.

(d) The Company may not without the prior written consent of the Lender grant any new or further agreements to lease, leases, underleases, tenancy agreements or licences in relation to the Mortgaged Property in addition or in lieu of any lease specified in the Legal Charge.

(e) The Company may not vary or agree to vary any of the material terms of any leases (including but not limited to the terms governing the rents and the service charges payable thereunder) without the prior written consent of the Lender.

(f) The Company shall not exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 and 100 of the Law of Property Act 1925 or by common law or equity but the Lender shall be entitled to grant or accept surrender of leases without restriction.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 4th JUNE 1990
and created by ERLINSTATES LIMITED

for securing all moneys due or to become due from the Company to NORTH OF
ENGLAND BUILDING SOCIETY under the terms of THE FACILITY LETTER DATED 4th
JUNE 1990

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 13th JUNE 1990

Given under my hand at the Companies Registration Office,
Cardiff the 19th JUNE 1990

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

C.69

*Post
Ch.
a 1/6/90*

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

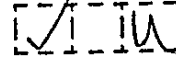
Pursuant to section 395 of the Companies Act 1985

M78

To the Registrar of Companies

For official use

Company number



2443791

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

Name of company

ERL INSTATES LIMITED

* insert full name
of company

Date of creation of the charge

21st DECEMBER 1990

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

Assignment of Interest Rate Capital Agreement

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise) due or to
become due to North of England Building Society (the "Lender")

SEE FAX ATTACHED

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

NORTH OF ENGLAND BUILDING SOCIETY

FAWCETT STREET, SUNDERLAND

Postcode

SR1 1SA

8/1
Presentor's name address and
reference (if any):MESSRS. HAMLIN SLOWE,
ROXBURGHE HOUSE
273-287 REGENT STREET
LONDON, W1A 4SQ

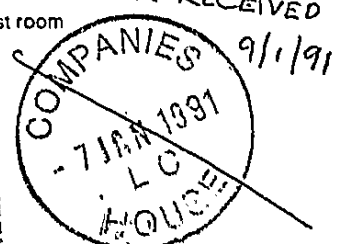
Ref : 148/E0986-3

For official Use
Mortgage Section

REGISTERED

- 9 JAN 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and the sums of the principal or interest in and all benefits to accrue to it under a contract dated 21 December 1990 between Dunbar Bank PLC and the company (the "Assigned Contract"), and the net proceeds of any payment of any claims, awards and judgments which may at any time be recovered by the company pursuant to the Assigned Contract

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 Hamlin Slowe *Hamlin Slowe* Date 7th January 1991

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

† 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.

HAMLIN SLOWE, SOLICITORS, 273-287 REGENT STREET,
LONDON, W1A 4SQ

FACSIMILE TRANSMISSION

Number of Pages (including this page) : 2

Date/Time : 9th January 1991

Recipient's fax No : 0222 ²⁸⁵⁸²⁷~~588827~~

TO : Mrs. Jenkins - Mortgage Section 5
Companies House

ATTENTION OF :

FROM : Diana Featherstonhaugh

OUR REFERENCE : 148

SUBJECT : Erlinstates Limited - Assignment

COMMENTS : Further to your telephone call this morning we
confirm that we consent to you adding the words
"amount secured under the terms of the loan and
the security documents" to the form 395.

Yours faithfully,

Hamlin Slowe

HAMLIN SLOWE

If any page is missing or unreadable please telephone 071-629
1209 or telex 261337 immediately. Hamlin Slowe Fax Number
071-409 2915



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985
I hereby certify that an Assignment dated 21st DECEMBER 1990 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company to NORTH OF ENGLAND BUILDING SOCIETY under the terms of the Loan Agreement dated 20th DECEMBER 1990 and the Security Documents (as defined) was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 9th JANUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 15th JANUARY 1991

No. 2443791

P. T. Davies
P. T. DAVIES

an authorised officer

Certificate and instrument received by

Post

.....

Date 15/1 JK

C.69d(Rev)

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

To the Registrar of Companies

For official use

Company number

2443791

Name of company

* ERLINSTATES LIMITED

Date of creation of the charge

26th FEBRUARY 1991

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

CASH COLLATERAL ASSIGNMENT

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise) due to become due to Skandia Financial Services Limited ("the Lender") from the Company or any person who is a party to any guarantee indemnity mortgage charge pledge or other security now or from time to time hereafter held by the Lender

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

SKANDIA FINANCIAL SERVICES LIMITED

HULTON HOUSE, 161-166 FLEET STREET, LONDON

Postcode EC4A 2DY

Presenter's name address and
reference (if any):HAMLIN SLOWE,
ROXBURGHE HOUSE,
273-287 REGENT STREET,
LONDON, W1A 4SQ

Ref : 148/E0968-2

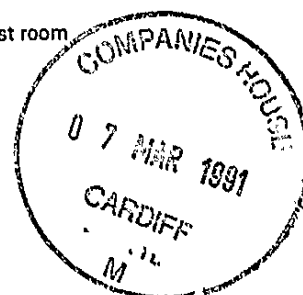
For official Use

Mortgage Section

REGISTERED

= 7 MAR 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and to all sums of principal or interest now or from time to time hereafter standing to the credit of or earned on a currency term deposit account in the name of the Company with Barclays Bank PLC acting through its branch at 113 Shoreditch High Street, London, E1 6JS and having number 90363189 and having standing to the credit thereof as at 26th February 1991 the principal amount of sixty one thousand five hundred pounds sterling (£61,500-00)

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 Hamlin Slowe *Hamlin Slowe*

Date 5th March 1991

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

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that an Assignment dated 26th FEBRUARY 1991 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company or any person who is a party to any related Security Document to SKANDIA FINANCIAL SERVICES LIMITED under the terms of the Agreement this Assignment or any related Security Documents or on any account whatsoever was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 7th MARCH 1991

Given under my hand at the Companies Registration Office,
Cardiff the 13th MARCH 1991

No. 2443791

P. T. Davies

P. T. DAVIES

an authorised officer

Certificate and instrument received by

Post
B.N.I.

Date *14/3*

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M 112C

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

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] [] [] []

2443791

Name of company

ERLINSTATES LIMITED

* Insert full name
of company

Date of creation of the charge

28th MARCH 1991

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

ASSIGNMENT OF INTEREST RATE CAPITAL AGREEMENT

Amount secured by the mortgage or charge

Any and all sums (the principal interest fees or otherwise) due or to become due to SKANDIA FINANCIAL SERVICES LIMITED ("the Lender") under the terms of the Loan Agreement dated 14th May 1990 and the Security Documents (as defined)

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

SKANDIA FINANCIAL SERVICES LIMITED

HULTON HOUSE, 161/166 FLEET STREET, LONDON

Postcode EC4A 2DY

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

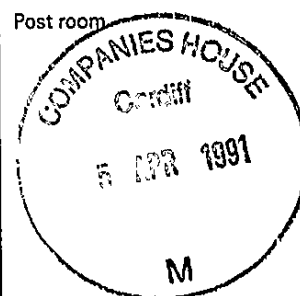
HAMLIN SLOWE,
ROXBURGHE HOUSE,
273-287 REGENT STREET,
LONDON, W1A 4SQ

Ref :148/E0968-2

For official Use
Mortgage Section**REGISTERED**

- 5 APR 1991

Post room



Time critical reference

- 8 APR 1991

Short particulars of all the property mortgaged or charged

All of the Company's right title and interest in and the sums of the principal or interest in and all benefits to accrue to it under a contract dated 28th March 1991 between Dunbar Bank plc and the Company ("the Assigned Contract"), and the net proceeds of any payment of any claims, awards and judgements which may at any time be recovered by the Company pursuant to the Assigned Contract

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 Hamlin Slove *Hamlin Slove* Date 4th April 1991

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

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that an Assignment dated 28th MARCH 1991 and created by ERLINSTATES LIMITED for securing all moneys due or to become due from the Company to SKANDIA FINANCIAL SERVICES LIMITED under the terms of the Loan Agreement dated 14th MAY 1990 and the Security Documents (as defined) was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 5th APRIL 1991

Given under my hand at the Companies Registration Office,
Cardiff the 11th APRIL 1991

No. 2443791

P. R. REYNOLDS.

an authorised officer

Certificate and instrument received by

.....POST.....

.....SC.....

Date11/4.....

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

**To the Registrar of Companies
(Address overleaf)**

For official use

Company number

IIIIU

2443791

Name of company

* ERLINSTATES LIMITED

* insert full name
of company

I, ABRAHAM JONAS LIPSCHITZ
of 130 GEORGE STREET, LONDON W1H 5LD

† delete as appropriate

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been

‡ insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

paid or satisfied in ~~[full]~~[part]t

Date and Description of charge: 21 MAY 1990 CASH COLLATERAL ASSIGNMENT

Date of Registration 30 MAY 1990

Name and address of [chargee][trustee for the debenture holders] SKANDIA FINANCIAL SERVICES LTD, PO BOX 37, FROBISHER HOUSE, NELSON GATE, SOUTHAMPTON

Short particulars of property charged DEPOSIT ACCOUNT AT NATIONAL WESTMINSTER
1 ST JAMES' SQUARE LONDON SW1 - ACCOUNT NO 13235117

§ insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Heron Place D
3 George Street London W.1. G.A.P.

Declarant to sign below

the 10th day of April
one thousand nine hundred and ninety one
before me Joan D.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths Joan Dowling Madgate Felder

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

DUNSTONE MANAGEMENT LTD
130 GEORGE STREET
LONDON W1H 5LD
ATTN: LAURA CORK

For official Use
Mortgage Section

Post room

REGISTERED

11 APR 1991

COMPANIES HOUSE

11 APR 1991

In

R

16 APR 1991



Please do not
write in
this margin

COMPANIES FORM No. 395
Particulars of a charge

395

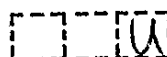
Pursuant to section 395 of the Companies Act 1985

M302C

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

To the Registrar of Companies

For official use Company number



2443791

Name of company

ERLINSTATES

Limited

Date of creation of the charge

21st AUGUST 1991

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

6 1/2

Short particulars of all the property mortgaged or charged

GREENCROFT TRADING ESTATE, TOWER ROAD, ANNFIELD PLAIN,
GREENCROFT, DURHAM.

TITLE NO: DU155647

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

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

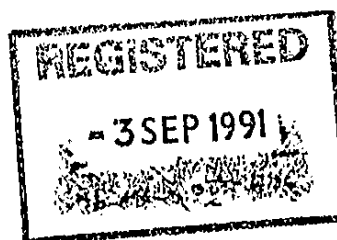
Presentor's name, address and
reference (if any):

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
P.O. BOX NO. 120, LONGWOOD CLOSE
WESTWOOD BUSINESS PARK
COVENTRY CV4 8JN

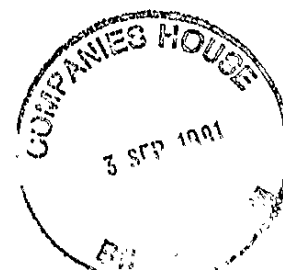
4 SEP 1991

Time critical reference

For official use
Mortgage section



Post room



Particulars as to commission, allowance or discount

Please do not
write in this
margin



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

FOR BARCLAYS BANK PLC

Signed

Date

30 AUG 1991

Designation of position in relation to the company: MANAGER
COMPANY AND CREDIT INFORMATION SERVICES

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 21st AUGUST 1991
and created by ERLINSTATES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd SEPTEMBER 1991

Given under my hand at the Companies Registration Office,
Cardiff the 9th SEPTEMBER 1991

No. 2443791

LC 9/9/91

A handwritten signature, possibly 'TS', in dark ink.

A handwritten signature in dark ink, with a circular official stamp below it containing the text 'M. R. SMITH'.

an authorised officer

C.69a

M

COMPANIES FORM No. 405(1)

Notice of appointment of receiver or manager

405(1)

Pursuant to section 405(1) of the Companies Act 1985

Please do not write in this margin

To the Registrar of Companies

For official use Company number

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

* Insert full name of company

Name of company

• ERLINSTATES LIMITED

15380 13/2
We SKANDIA FINANCIAL SERVICES LIMITED
of PO Box 172, SKANDIA HOUSE, PORTLAND TERRACE,
SOUTHAMPTON, SO9 7LW
give notice that 1953-5 6462-11

† Insert name and address of receiver/manager

† WILLIAM JASON HUGH ELLES AND ALAN ROBERT BLOOM
BOTH OF ERNST + YOUNG, WESSEX HOUSE, 19 THREEFIELD LANE,
SOUTHAMPTON, SO1 1TW

‡ Delete as appropriate

ADMINISTRATIVE RECEIVERS
was appointed as ~~(receiver)~~ ~~(manager)~~ ~~(receiver and manager)~~ ‡ of ~~(part of)~~ the property of the company.

The appointment was made by

§ Name of court making the order

~~(an order of the §~~

made on ~~(the)~~ ‡

¶ Enter description and date of the instrument under which appointment is made, and state whether it is a debenture secured by a floating charge

on 6th FEBRUARY 1992 under the powers contained in
MORTGAGE DEBENTURE SECURED BY A FLOATING
CHARGE DATED 10th JANUARY 1990

Signed

N. D. Kelly

Date 7th Feb. 1992

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

For official use
Liquidation Section

Post room

REGISTERED
12 FEB 1992

COMPANIES HOUSE
12 FEB 1992
M

Time critical reference



The Solicitors' Law Stationery Society Ltd., Oyez House, 27 Crimscoot Street, London SE1 5TS.

Companies (WU) M405(1)

1985 Edition
7.90 F17600
5020344

★ ★

M

COMPANIES FORM No. 405(1)

Notice of appointment of receiver or manager

405(1)

Pursuant to section 405(1) of the Companies Act 1985

Please do not write in this margin

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

Insert full name of company

To the Registrar of Companies

For official use

Company number

2443791

Name of company

ERLINSTATES LIMITED

I/We NORTH OF ENGLAND BUILDING SOCIETY

of FAWCETT STREET, SUNDERLAND, SR1 1SA

give notice that

PR001332-1

PR001333-1

Insert name and address of receiver/manager

† MICHAEL IAN FRENKEL of COLLIERS STEWART NEWISS
20 CONDUIT STREET, LONDON, W1R 9TD

† Delete as appropriate

was appointed as [receiver] [manager] [receiver and manager] of [part of] the property of the company, being 72 - 74 Mare Street, Hackney registered at H.M. Land Registry under title number NGL 430215

The appointment was made by

an order of the

§ Name of court making the order

made on 17th February 1992

Enter description and date of the instrument under which appointment is made, and state whether it is a debenture secured by a floating charge

under the powers contained in a Legal Charge dated 4th June 1990

Signed

Teacher Pter Selby

Date 21-2-92

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

TEACHER STERN SELBY,
37/41 BEDFORD ROW
LONDON, WC1R 4JH

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Liquidation Section

Post room

REGISTERED

22 FEB 1992



Time critical reference



The Solicitors' Law Stationery Society Ltd., Oyez House, 27 Crimscoot Street, London SE1 5TS.

1985 Edition
7.95 F17600
5020344

Companies (WU) M405(1)

★ ★

M

COMPANIES FORM No. 405(2)

405(2)

Notice of ceasing to act as
receiver or manager or
administrative receiver

17 MAY 1994

Pursuant to section 405(2) of the Companies Act 1985 and section 45(4)
of the Insolvency Act 1986

Please do not
write in
this margin.

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

*Insert full name
of company.

To the Registrar of Companies

For official use Company number

2443791

Name of company

* Erlinstates Limited

We W J H Elles and A R Bloom

of Wessex House

19 Threefield Lane

Southampton

Postcode: S014 3QB

Delete as
appropriate.

give notice that I/we ceased to act as ~~receiver or manager or administrative receiver~~
[administrative receiver]^t
of the above company on 6 May 19 94

Signed

Date

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

For official use
Liquidation section

Post room

REGISTERED

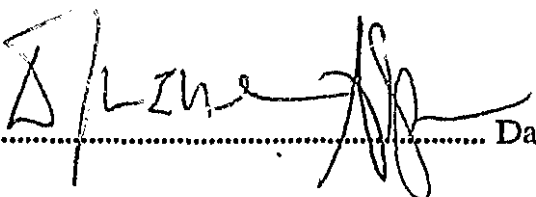
17 MAY 1994

COMPANIES
17 MAY 1994
HOUSE

COMPANIES
PR22
14 MAY 1994
HOUSE

Indorsement for the purposes of S45(4) Insolvency Act 1986

In accordance with Rule 3.35(2) Insolvency Rules 1986. I give notice that when I ceased to act as receiver and manager as detailed on the face of this form I vacated office as administrative receiver.

Signed  Date 6 May 1994

Indorsement for the purposes of S45(4) Insolvency Act 1986

In accordance with Rule 3.35(2) Insolvency Rules 1986. I give notice that when I ceased to act as receiver and manager as detailed on the face of this form I vacated office as administrative receiver.

Signed Date