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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number **LC5332**

014259

Name of company

* HSBC Bank plc ("the Grantor")

Date of creation of the charge

15 September 2000

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

Third Party Legal Charge

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Borrower or the other Chargors to the Security Trustee under or pursuant to the Finance Documents ("the Secured Obligations")

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

Nationwide Building Society of Nationwide House, Pipers Way, Swindon
("the Agent" and "the Security Trustee").

Postcode SN38 1NW

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

Eversheds
115 Colmore Row
Birmingham
B3 3AL

P/108/JG/4152018

Time critical reference

For official Use
Mortgage Section

Post room



A39
COMPANIES HOUSE

0583
30/09/00

The Grantor, with full title guarantee, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Trustee:

1. by way of legal mortgage all the legal estates or interests but not the beneficial interest in the Legally Mortgaged Property;
2. by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment (if any), legally owned by the Grantor situate on or at the Legally Mortgaged Property;
3. by way of assignment by way of security all of the Grantor's rights, title and interest now or in the future in all agreements, contracts, policies of insurance and warranties (if any) now or in the future relating to the Legally Mortgaged Property together with all moneys payable to the Grantor under each such agreement, contract, policy or warranty subject to reassignment on redemption.

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ean

Date

28.9.00

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

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**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 1
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

014259

Name of Company

HSBC Bank plc ("the Grantor")

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

Please complete
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in black type, or
bold block lettering

In the Third Party Legal Charge (and thus in this form M395) the following expressions have the following meaning:

"Account Bank" means Lloyds TSB Bank plc and in the case of the Realisation Account only, the Agent;

"Additional Property" means any property or properties which the Agent may accept as an additional or alternative security;

"Borrower" means Dawn Hill Partnership a limited partnership (registered company number LP006979) acting by its General Partner;

"Charged Property" the property, assets and income of the Grantor mortgaged, assigned or charged to the Security Trustee, as security trustee for the Lenders (whether by way of legal mortgage, assignment or fixed charge) by or pursuant to the Third Party Legal Charge and each and every part thereof;

"Chargor" means each and all of the Borrower, HSBC, the Grantor, SIL (as nominee for the Borrower) the General Partner or any other party to any of the Security Documents; (but excluding for the avoidance of doubt the Operator);

"Control Accounts" means the Rental Income Account, any Realisation Account and the Service Proceeds Account;

"DDPM" means Dawnay Day Property Management Limited (Company No. 2615553) whose registered office is at 15 Grosvenor Gardens, London, SW1W 0BD;

"Encumbrance" means any mortgage, standard security, charge, assignment or assignation by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same (while any part of the Loan or any other amounts are owed to the Lenders pursuant to the Finance Documents), or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Borrower or any other Chargor;

"Facility Agreement" means a facility agreement dated 12 September 2000 made between, inter alia, the Borrower and the Lenders;

"Fee Letter" means the letter dated 15 September 2000 between the Agent and the Borrower setting out the amount of the various fees referred to in clause 12.2 of the Facility Agreement;

"Finance Documents" means each of the Facility Agreement, the Security Documents, the Fee Letter, the Interest Rate Protection Agreement (if the counterparty is the Agent or any of the Lenders) the Sale and Purchase Agreements, and any other document designated as such by the Agent and the Borrower;

"General Partner" means Dawn Hill Partnership (GP) Limited (Company No. 03979685) whose registered office is at 15 Grosvenor Gardens, London SW1W 0BD or a replacement general partner joining the Borrower with the prior written consent of the agent;

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00014259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD PARTY LEGAL CHARGE DATED THE 15th SEPTEMBER 2000 AND CREATED BY HSBC BANK PLC FOR SECURING THE OBLIGATIONS AND LIABILITIES OF THE BORROWER (AS DEFINED) OR THE OTHER CHARGORS (AS DEFINED) TO NATIONWIDE BUILDING SOCIETY ("THE AGENT" AND "THE SECURITY TRUSTEE") UNDER OR PURSUANT TO THE FINANCE DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th SEPTEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd OCTOBER 2000.

DX
J4.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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