

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
(Address overleaf—Note 5)

For official use

Company number

139670

Name of company

~~* The Colville Estate, Limited ("the Company")~~

* insert full name
of company

Date of creation of the charge

13th June 1995

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

Legal Charge ("the Legal Charge") dated 13th June 1995 and made between the Company and Midland Bank plc in its capacity as security trustee pursuant to a Deed of Trust dated 13th June 1995.

Amount secured by the charge

All monies and liabilities which now are or shall at any time after the date of the Legal Charge be due owing or incurred to the Banks by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgement obtained) interest, discount, commission and other lawful charges and expenses computed and compounded from time to time in accordance with the provisions of the Legal Charge. For these purposes, "the Banks" means The Nippon Credit Bank, Ltd. and Midland Bank plc.

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

Midland Bank plc (as security trustee) ("the Bank"), Poultry, London

Postcode EC2P 2BX

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

Nabarro Nathanson
50 Stratton Street
London W1X 6NX.

1B/AZW/H1281.1 (azw2030)

For Official Use
Mortgage Section

Post Room

REGISTERED

23 JUN 1995



KLO *KJ4MRCHD* 1665
COMPANIES HOUSE 23/06/95

Time critical reference

Short particulars of all the property charged

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

- (a) By way of legal mortgage the property described or referred to in the First Schedule to the Legal Charge together with all fixtures and fittings now or at any time after the date of the Legal Charge on the property (the "Property" which expression shall include the whole or any part or parts thereof) with the intent that the security constituted in the Legal Charge shall extend to and include the Company's beneficial interest in the Property or in the proceeds of sale thereof subject only to the encumbrances (if any) referred to in the Second Schedule to the Legal Charge;
- (b) The benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to the Property; and
- (c) The goodwill of the Company in relation to the business from time to time carried on at the Property.

See continuation sheet No. 1 page 4

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Nabam Nathanson

Date

22nd June 1995

On behalf of ~~company~~ / chargee†

† delete as appropriate

Notes

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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;
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - 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.
- The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company number

139670

Name of company

The Colville Estate, Limited ("the Company")

Limited*

*delete if
inappropriate

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

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

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

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bold block lettering

THE FIRST SCHEDULERegistered Title

All the property comprised in the undermentioned titles at H.M. Land Registry:

<u>Short Description of Property</u>	<u>Title Numbers</u>
40 to 43 Chancery Lane and 1 to 3 Cursitor Street, London EC4	NGL 640740
44 and 45 Chancery Lane, London WC2	NGL 650613
46 and 47 Chancery Lane, London WC2	NGL 678874
48 and 49 Chancery Lane and 1 Quality Court, London WC2	NGL 483706
50 to 52 Chancery Lane and 24 Southampton Buildings, London WC2	NGL 249728
50 to 52 Chancery Lane and 24 Southampton Buildings, London WC2 (excluding the transformer chamber in basement)	NGL 308376
Ground Floor, 50 and 52 Chancery Lane, London WC2	NGL 296873
5 to 9 Quality Court, Chancery Lane, London WC2	NGL 678873
9 to 13 Cursitor Street, London EC4	NGL 678875
27 to 29 Cursitor Street, London EC4	NGL 714636

THE SECOND SCHEDULE

(None)

Note:

The Company covenants with the Bank that the Company will not at any time during the subsistence of the security created by the Legal Charge create or permit to subsist any mortgage charge pledge lien or other encumbrance in relation to the property securing any obligation of any person without the prior consent of the Bank.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00139670

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 13th JUNE 1995 AND CREATED BY COLVILLE ESTATE LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK plc (AS SECURITY TRUSTEE PURSUANT TO A DEED OF TRUST OF EVEN DATE) AND THE NIPPON CREDIT BANK, LTD ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JUNE 1995.

N. S. Berkley

N. S. BERKLEY

for the Registrar of Companies



COMPANIES HOUSE

HC026B