

451021 / 70

Particulars of a mortgage or charge

395

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

16

1687153

Name of company

* Britel Fund Trustees Limited, a limited partner of The Junction Limited Partnership ("JLP"), the JLP as the limited partner of the Mortgagor

Date of creation of the charge

16 March 2004

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

A deed of charge of securities between (1) the Mortgagor and (2) the Agent (the "Deed")

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Finance Parties of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with Interest and Expenses (the "Mortgagor's Obligations")

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

The Royal Bank of Scotland plc as agent for the Banks and as security trustee for the Finance Parties (the "Agent"), 36 St Andrew Square, Edinburgh

Postcode EH2 2YB

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

SJ Berwin
222 Gray's Inn Road
London
WC1X 8XF

For official Use
Mortgage Section



A11
COMPANIES HOUSE

0273
25/03/04

Time critical reference

The Mortgagor undertakes to discharge on demand the Mortgagor's Obligations when the Mortgagor's Obligations become due and as a continuing security for such discharge and as absolute owner (and under English law with full title guarantee) assigns to the Agent its whole right, title and benefit to the Charged Assets and all income derived from the Charged Assets and all rights attaching to the Charged Assets.

Note: The Mortgagor will procure that until discharge in full of the Mortgagor's Obligations:

- (a) legal title to the Charged Assets shall be vested in and (where possible) registered in the name of the Agent or its nominee and that any clearing house, depository, custodian or other person with which any Charged Assets are permitted by the Agent to be held shall recognise the Agent or its nominee as the holder of the relevant account; and
- (b) all dividends distributions and other income arising from the Charged Assets shall be mandated to the Agent.

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)

N/A

Signed SPB Swin

Date 24/03/04

On behalf of [company] [mortgagor/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

Note: The Mortgagor undertakes:

- (a) to deposit with the Agent or its nominee all documents relating to any bonus or rights or other issue of stock or shares in respect of the Charged Assets;
- (b) to pay all calls or other payments due from time to time in respect of the Charged Assets; and
- (c) at the request of the Agent to transfer legal title to any of the Charged Assets to the Agent or its nominee and to procure that any such Charged Assets are registered in the name of the Agent or its nominee.

Note: Despite any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with a Finance Party that deposit or balance will not be capable of being assigned, dealt with, mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged but a Finance Party may without prejudice to the Deed permit the Mortgagor to make withdrawals from time to time.

Note: The Mortgagor will not without the Agent's prior written consent create or permit to arise any Encumbrance on the Charged Assets other than Encumbrances created by the Deed.

In this Form 395, the following terms will have the following meanings:

"Banks"

means the banks and financial institutions identified by the Agent from time to time.

"Charged Assets"

means the any Securities owned by or registered in the name of the Mortgagor, any assets derived from the Securities, any dividends and any rights in relation thereto from time to time.

"Encumbrance"

means any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title, retention or otherwise) which has the effect of creating security or payment priority.

"Mortgagor"

means The Great Western Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP 9302) acting by its general partner for the time being, The Great Western (General Partner) Limited (registered in England and Wales with registration number 5050958)

"Expenses"

means all expenses (on a full indemnity basis) incurred by any Finance Party at any time in connection with the Charged Assets or the Mortgagor's Obligations or in taking or perfecting the Deed or in preserving, defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred.

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

"Finance Parties"

means the Agent and the finance parties identified by the Agent from time to time and
"Finance Party" means any one of them.

"Interest"

means the interest at the rate(s) charged to the Mortgagor by any Finance Party from
time to time.

"Securities"

means all the stock, shares, bonds, warrants, option notes, unit trust units or other
equity or debt instruments or securities in each case whether constituted, evidenced or
represented by certificates or other documents or by an entry in the accounts of the
issuer, clearing house, depository, custodian or other person or otherwise and all rights
against the clearing houses, depositories, custodians or other persons holding
instruments or securities.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01687153

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OF SECURITIES DATED THE 16th MARCH 2004 AND CREATED BY BRITEL FUND TRUSTEES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, A LIMITED PARTNER OF THE JUNCTION LIMITED PARTNERSHIP (THE JLP), THE JLP AS THE LIMITED PARTNER OF THE MORTGAGOR TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MARCH 2004.

PCAngele



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —