



CHFP041

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legibly, preferably
in black type or
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lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

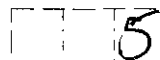
A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



02927505

Name of company

* MASONS PLACE LIMITED

Date of creation of the charge

26th January 2006

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

Memorandum of Security over Cash Deposits (the "Memorandum" dated 26th
January 2006 by Masons Place Limited (the "Depositor") in favour of
Svenska Handelsbanken AB (publ) ("the Bank")

Amount secured by the mortgage or charge

See attached Schedule 1

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

Svenska Handelsbanken AB (publ) Trinity Tower, 9 Thomas More Street,
London

Postcode E1 9WY

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

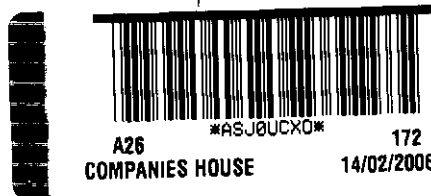
Berryman
Park House
Friar Lane, Nottingham
NG1 6DN
DX 10004 NOTTINGHAM 1
Ref: CEH/HAN339-62

Time critical reference

For official use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached Schedule 2

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lettering*

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Berlyman*

Date 10th February 2006

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

Notes

†Delete as
appropriate

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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Name of Company: Masons Place Limited

Company number: 02927505

SCHEDULE 1

Amount secured by the mortgage or charge

The following indebtednesses, liabilities and obligations (whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Depositor or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises or is incurred or payable in the United Kingdom or elsewhere):-

- (A) all present and future indebtedness of the Depositor to the Bank on any current, advance, loan or other account whatsoever;
- (B) all liabilities whatsoever of the Depositor to the Bank present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Depositor or other loans, credits or advances made to or for the accommodation or at the request of the Depositor;
- (C) all other liabilities and obligations whatsoever of the Depositor to the Bank, present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor); and
- (D) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Depositor or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Bank in respect of or in any way relating to the Memorandum or the Deposit (as defined in "Short particulars of all the property mortgaged or charged") or arising out of or in any way relating to or in respect of any such indebtednesses or liabilities or obligations on a full and unqualified indemnity basis together in each of the cases mentioned in paragraphs (A),

(B), (C) and (D) above with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank from or by the Depositor, such interest being computed and compounded in each case according to the usual practice of the Bank and so that interest shall be payable at the same rate as well after as before any judgment.

Name of Company: Masons Place Limited

Company number: 02927505

SCHEDULE 2

Short particulars of all the property mortgaged or charged

The Depositor with full title guarantee and as a continuing security for the payment and discharge of all the indebtednesses, liabilities and obligations referred to under "Amount secured by the mortgage or charge" (together, the "Liabilities") has charged in favour of the Bank by way of first fixed charge the Deposit and each and every debt represented by the Deposit.

The "Deposit" means the sum of £180,000.00 deposited by the Depositor with the Bank at its office at Nottingham and all other sums from time to time standing to the Depositor's credit on the Depositor's account number 26502002 with the Nottingham branch of the Bank or any deposit account with the Bank, whether at the same or at any other of the Bank's offices, whether in the same or in any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited with the Bank by the Depositor or otherwise, together in each case with any interest from time to time accruing in respect thereof and all amounts deriving therefrom whether directly or indirectly.

Note:-

- I. It is a fundamental term arising upon the deposit with the Bank of each amount which is to constitute part of the Deposit that no part of the amount so deposited or any other part of the Deposit shall (except as may be provided in the Memorandum) be repayable by the Bank, unless the Bank otherwise agrees in writing, until all Liabilities shall be duly paid or discharged and the Bank shall not be subject to any obligation which may lead to the Depositor incurring any further indebtedness, liability or obligation to the Bank.
- I. The Bank is irrevocably authorised without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Bank may have, at any time or times without restriction:-
 - A. To retain and take possession of the whole or any part or parts of the Deposit;
 - A. To appropriate the whole or any part or parts of the Deposit in or toward repayment or discharge of any or all of the Liabilities;
 - A. For the purposes of any such appropriation to convert the whole or any part or parts of the Deposit into any currency other than that in which the same is or are then held by the Bank, and/or to transfer the whole or any part or parts of the Deposit to any of the Bank's offices other than that at which the same is or are then held by the Bank;

- A. Generally to exercise all other rights, remedies and powers of enforcement conferred by law,

all in such manner as the Bank may in its absolute discretion determine.

- I. The Depositor has irrevocably and unconditionally undertaken in the Memorandum that during the continuance of the security constituted by the Memorandum the Depositor will not, with the exception of the security constituted by the Memorandum, create, attempt to create, or permit to subsist any mortgage, lien or security agreement or security interest of any kind on or over or assign or purport to assign the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02927505

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MEMORANDUM OF SECURITY OVER CASH DEPOSITS DATED THE 26th JANUARY 2006 AND CREATED BY MASONS PLACE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SVENSKA HANDELSBANKEN AB (PUBL) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 2006.

Dxm



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —