

001647/40

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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legibly, preferably
in black type or
bold block lettering

To the Registrar of Companies

For Official Use

Company Number

Name of company

*Insert full name of
company

Another Corporation Limited ("Company")

Date of creation of the charge

8 July 2003

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

Deed of Assignment ("Assignment") dated 8 July 2003 made between (1) Jointbase Limited and Another Corporation Limited the Company and (2) M. & R. Gross Charities Limited ("Beneficiary") (3) Milton Gross and Rifka Gross, Sarah Padwa and Michael Saberski ("Charity Trustees") and Norwich Union Mortgage Finance Limited ("Trustee")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member (as defined below) to any Lender (as defined below) or for or in respect of which any Group Member may be liable to any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses ("Indebtedness")

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

Norwich Union Mortgage Finance Limited
2 Rougier Street
York
YO90 1UU

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

DLA
Princes Exchange
Princes Square
Leeds LS1 4BY

Ref: LAP/58250/120087

Time critical reference
LAP

For Official Use
Mortgage section

Post Room



By the Assignment as security for the Indebtedness, the Company with full title guarantee assigns by way of security to the Trustee all the Assigned Rights (as defined below)

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NOTE

1. Clause 3(a) of the Assignment provides that the Company shall if the Trustee so requires, ensure that the Rents are paid direct from the Lessee (as defined below) into a designated account ("Collection Account") or otherwise as directed by the Trustee from time to time and execute a charge over the Collection Account in the form set out in Schedule 3 of the Assignment;

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TS

Particulars as to commission allowance or discount (note 3)

Nil

Signed JA
On behalf of [mortgagee/chargee]

Date 23/07/03

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, e.g. "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.

2. Clause 3(b) of the Assignment provides that the Company shall comply with each and every covenant obligation and provision contained in the Lease and use its best endeavours to procure that all other parties to the Lease do likewise and shall not (save with the Trustee's prior written consent) amend, vary, extend, release, determine or rescind the Lease or grant any time or indulgence or compound with, discharge, waive, release or vary the liability of any other person under the Lease or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby the recovery of the Rents may be delayed or impeded;
3. Clause 3(c) of the Assignment provides that the Company shall deposit the Lease with the Trustee and to the extent that the Lease is not from time to time deposited with the Trustee hold the same upon trust for the Trustee;
4. Clause 3(d) of the Assignment provides that the Company shall not without the Trustee's prior written consent create or permit to exist any Encumbrance (as defined below) (other than in favour of the Trustee as security for the Indebtedness) on or against any or all of the Assigned Rights and/or any of the property, assets or undertaking of the Company whatsoever or wheresoever situated;
5. Clause 3(e) of the Assignment provides that the Company shall not without the Trustee's prior written consent sell, transfer, lend, lease or otherwise dispose of, whether by single transaction or a number of transactions (related or not) the whole or a substantial part of the Company's undertaking, business, property or assets nor incur any liabilities or obligations so to do (whether actual or contingent) to any person;
6. Clause 3(f) of the Assignment provides that the Company shall not without the Trustee's prior written consent (such consent not to be unreasonably withheld) permit any assignment or other dealing or Encumbrance whatsoever to occur (other than in favour of the Trustee as security for the Indebtedness) in connection with the Lessee's rights or obligations under the Lease.

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DEFINITIONS

"Assigned Rights" means all the rights, titles, benefits and interests, whether present or future, of the Company to the Rents (as defined below) including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing

"Borrowing Group" means M. & R. Gross Charities Limited and any company from time to time which is a holding company or subsidiary of M. & R. Gross Charities Limited and any subsidiary undertaking or associate of any such company.

"Encumbrance" means any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security.

"Group Member" means each member of the Borrowing Group (as defined above) from time to time which has an obligation to any Lender in relation to the Indebtedness.

"Lease" means the lease or leases (as specified below) in respect of the Property (as defined below) or any part thereof and any other lease or leases which the Company may from time to time grant in respect of the Property together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof.

The Leases are as follows:

1. Lease of Royal Sovereign House (formerly known as Suite A), Pembroke Road, Chatham, Kent dated 31 March 1992 and made between Barclays Bank plc (1) Countryside Properties plc (2);
2. Lease of Queen Charlotte House (formerly known as Suite B), Pembroke Road, Chatham, Kent dated 31 March 1992 and made between Barclays Bank plc (1) Countryside Properties plc (2);
3. Lease of Britannia House (formerly known as Suite C), Pembroke Road, Chatham Kent dated 31 March 1992 and made between Barclays Bank plc (1) Countryside Properties plc (2);
4. Lease of Prince Regent House (formerly known as Suite D), Pembroke Road, Chatham, Kent dated 31 March 1992 and made between Barclays Bank plc (1) Countryside Properties plc (2);
5. Lease of Victory House (formerly known as Suite E), Pembroke Road, Chatham, Kent dated 31 March 1992 and made between Barclays Bank plc (1) Countryside Properties plc (2);

"Lessee" means the lessee or lessees from time to time under any Lease Including, without limitation, the following lessee or lessees:

1. Countryside Properties plc of The Countryside House, The Drive, Brentwood, Essex, CM13 3AT;
2. Countryside Properties plc of The Countryside House, The Drive, Brentwood, Essex, CM13 3AT;
3. Countryside Properties plc of The Countryside House, The Drive, Brentwood, Essex, CM13 3AT;
4. Countryside Properties plc of The Countryside House, The Drive, Brentwood, Essex, CM13 3AT;
5. Countryside Properties plc of The Countryside House, The Drive, Brentwood, Essex, CM13 3AT;

"Lender" means the Trustee, Aviva plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends or has lent to, or is at any time owed moneys by, any Group Member.

"Property" means all that

1. leasehold premises known as Royal Sovereign House (formerly known as Site A), Pembroke Road, Chatham, Kent as more particularly described in a lease dated 2003 made between Royal Bank of Canada Trust Corporation Limited (1) and the Chargor (2)
2. leasehold premises known as Queen Charlotte House (formerly known as Site B), Pembroke Road, Chatham, Kent as more particularly described in a lease dated 2003 made between Royal Bank of Canada Trust Corporation Limited (1) and the Chargor (2)
3. leasehold premises known as Britannia House (formerly known as Site C), Pembroke Road, Chatham, Kent as more particularly described in a lease dated 2003 made between the Royal Bank of Canada Trust Corporation Limited (1) and the Chargor (2)
4. leasehold premises known as Prince Regent House (formerly known as Site D), Pembroke Road, Chatham, Kent as more particularly described in a lease dated 2003 made between Royal Bank of Canada Trust Corporation Limited (1) and the Chargor (2)
5. leasehold premises known as Victory House (formerly known as Site E), Pembroke Road, Chatham, Kent as more particularly described in a lease dated 2003 made between Royal Bank of Canada Trust Corporation Limited (1) and the Chargor (2); and

"Rents" means all moneys from time to time due, owing or incurred to the Company under the Leases (as defined above) other than sums receivable by the Company by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04719192

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 8th JULY 2003 AND CREATED BY JOINTALEPH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP MEMBER TO THE LENDER 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 24th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JULY 2003.

P. Ven



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES