003210/60

M

CHFP041

Please do not write in this margin

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

* Insert full name of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

395

COMPANIES HO

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

For official use *Company number*

3 | 4825118

Name of company

* Porter Black (2003) Limited (the "Company")

Date of creation of the charge

1 10 October 2003

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

2 Legal Charge (the "Charge")

Amount secured by the mortgage or charge

4 See Paper Apart 1

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

6 The Governor and Company of the Bank of Scotland, 21 Prince Street, Bristol ("BoS")

Postcode BS99 7JG

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

Dundas & Wilson CS
191 West George Street
Glasgow G2 2LD

Time critical reference
WAG/DEM/KPM010.0041

For official use
Mortgage section *Post room*



Com 395-1/2

Short particulars of all the property mortgaged or charged

See Paper Apart 2

Please do not write in this margin

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

T + OO

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed [signature] *Date* 22 October 2003

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

**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 CF4 3UZ.

**Delete as appropriate*

DEFINITION

In the Papers Apart of this Form 395 the following words shall have the following meanings:-

"**Chargor**" means any and every person (whether the Company or Owner or either of them) who has charged an interest in the Property to BoS by a Charge as security for the Debt.

"**Conditions**" means BoS's Commercial Charge Conditions (1995 Edition) as filed at H.M. Land Registry under the reference MD308F/01.

"**Debt**" means all sums of money owed and all liabilities or obligations to be carried out to BoS at any time and from time to time by the Company whether:

1. they arise before or after BoS has demanded that they are repaid or carried out;

2. they are owed or to be carried out immediately or only after a stated event has occurred;

3. the Company owes or is to carry them out on its own or jointly with any other persons;

4. the Company owes or is to carry them out on itd own account or as guarantor for other persons;

together with Interest upon them and Expenses relating to them.

"**Expenses**" means the total of the following:

1. any commission and other charges which BoS may from time to time charge to the Company in the ordinary course of BoS's business in respect of the Debt or any service provided by BoS to the Company;

2. any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Conditions and which are either repayable by the Company under the Conditions or are incurred in the exercise by BoS or the Receiver of their powers under the Conditions;

3. any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

   together with Value Added Tax upon such sums where appropriate.

"**Interest**" means any sum of money payable to the Bank by way of interest upon the Debt.

"**Owner**" means the person who is referred to in the Charge as the Owner and also:

(i) the Owner's personal representatives; and
(ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge.

"**Property**" means the freehold property known as Porter Blacks, 228 York Road, Battersea, London, SW11 3SJ with freehold absolute title under title number TGL152845.

"**Rental Sums**" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

Paper Apart 1

Amount Secured by the mortgage or charge

The Debt.

Paper Apart 2

Short Particulars of all the property mortgaged or charged

1. By way of legal mortgage the Property;

2. By way of fixed charge all buildings and other structures on, and items fixed to, the Property;

3. By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;

4. By way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;

5. By way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold BoS absolutely subject to redemption upon repayment of the Debt;

6. By way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged by the Charge; and

7. By way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04825118

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 10th OCTOBER 2003 AND CREATED BY PORTER BLACK (2003) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 2003.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC026B