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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

U1 88

FC11452

Name of company

*Nexxt Europe Limited

*insert full name
of company

Date of creation of the charge

4 July 1996 (the "Creation Date")

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

Third Party Legal Charge (the "Charge")

Amount secured by the mortgage or charge

1. All the liabilities of R&N Property Limited, a company incorporated in Liberia, (the "Borrower") to the Bank (as defined below) of any kind and in any currency obligations and (whether present or future actual or contingent whether as principal or surety or incurred alone or jointly with another), including (without limitation) interest, fees, banking charges, commission and expenses.
2. The Expenses (as defined in the Charge).
3. Interest (as defined in the Charge).

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

Den norske Bank ASA (the "Bank") acting through its London branch at 20
St Dunstan's Hill, London

Postcode EC3R 8HY

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

Stephenson Harwood
One St Paul's Churchyard
London EC4M 8SH

Ref: 746/205/69775

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. By way of legal mortgage of all legal interests and otherwise by way of specific equitable charge, the lease of part of 63 Lisson Street, London NW1 5DA dated 4 July 1996 between the Borrower and the Company (the "Property") (to the full extent of the Company's interest in the Property or its proceeds of sale);
2. By way of assignment, the benefit of all covenants and rights relating to the Property subject to re-assignment on redemption;
3. By way of assignment, the plant machinery and fixtures and fittings of the Company at the Creation Date and in the future at the Property subject to re-assignment on redemption;
4. By way of assignment, the furniture equipment implements and utensils of the Company at the Creation Date and in the future at the Property subject to re-assignment on redemption;
5. By way of charge, any share from time to time held by the Company in any landlord or management company of the Property.
6. By way of assignment, all rents licence fees service charges and other monies at the Creation Date or in the future due to the Company arising on or in respect of the Property (including, without limitation, any loss of rent-insurance payments and payments made by any guarantor for any lessees) subject to re-assignment on redemption (together the "Charged Assets").

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Particulars as to commission allowance or discount (note 3)

Nil

Signed 

Date 16 July 1996

On behalf of [company][mortgagee/chargee] † Solicitors for the Bank

† 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a charge
(continued)**

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

Please complete
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Company Number

FC11452

Name of Company

Nexxt Europe Limited

* delete if
inappropriate

~~limited~~

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

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Names and addresses of the persons entitled to the charge (continued)

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Notes

1. The Charge contains covenants by the Company that it will not without the prior written consent of the Bank:-
 - 1.1 make any alternation to the Property;
 - 1.2 created or permit to arise any other mortgage or charge or lien on the Property or the Charged Assets;
 - 1.3 grant or accept a surrender of any lease or licence of the Property or the Charged Assets;
 - 1.4 dispose of or part with or share possession or occupation of the Property or the Charged Assets.

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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. FC011452

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD PARTY LEGAL CHARGE DATED THE 4th JULY 1996 AND CREATED BY NEXXT EUROPE LIMITED FOR SECURING ALL THE LIABILITIES OF R&N PROPERTY COMPANY LIMITED ("THE BORROWER") TO DEN NORSKE BANK ASA ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JULY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JULY 1996.

A handwritten signature in dark ink, appearing to read 'D. Jenkins'.

D. JENKINS

for the Registrar of Companies



C O M P A N I E S H O U S E

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