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CHFP025

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legibly, preferably
in black type, or
bold block 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.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3101

00048945

Name of company

* NEW CAVENDISH ESTATES LIMITED

Date of creation of the charge

3 SEPTEMBER 2008

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

LEGAL CHARGE

Amount secured by the mortgage or charge

The "Debt" which means all sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by a Debtor whether

(1) they arise before or after the Bank has demanded that they are repaid or carried out,

(11) they are owed or to be carried out immediately or only after a stated event has occurred,

(111) the Debtor owes or is to carry them out on his own or jointly with any other persons,

(1v) the Debtor owes or is to carry them out on his own account or as guarantor for other persons, together with Interest upon them and Expenses relating to them

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

BANK OF SCOTLAND PLC (SC327000)
CORPORATE BANKING
NEW UBERIOR HOUSE, 11 EARL GREY STREET, EDINBURGH

Postcode EH3 9BN

Presentor's name address and
reference (if any)

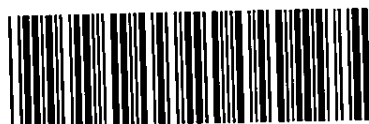
Tods Murray LLP
33 Bothwell Street
Glasgow
G2 6NL

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



AKR152VO

A12

05/09/2008

21

COMPANIES HOUSE

Time critical reference

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 this Charge,
- 5 By way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Bank 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 property charged under this Charge, and
- 7 If the Borrower is a Company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property or business or undertaking conducted at the Property

cont .

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

 for Todd Murray Ltd

Date

3 September 2008

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

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

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 must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

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**Particulars of a mortgage or 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

00048945

Name of Company

NEW CAVENDISH ESTATES LIMITED

Limited*

* delete if
inappropriate

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

N/A

Definitions

"Bank" means the Bank of Scotland plc (formerly the Governor and Company of the Bank of Scotland and also any person

- (i) who claims any title to or interest in the Charge from the Bank,
- (ii) to whom the Bank's interest in all or part of the Charge is transferred, or
- (iii) to whom the business of the Bank is transferred

"Borrower" means any and every person who is referred to in the Charge as the Borrower and also

- (i) the Borrower's personal representatives, and
- (ii) any person who claims any estate, right or interest from or through the Borrower in the Debt owed by the Borrower

"Charge" means any mortgage, charge or sub-charge (in relation to a sub-charge of registered land by charging with the payment of money the indebtedness secured by the registered charge) created at any time over any interest in the Property to secure the repayment of the Debt to the Bank

"Conditions" means the Commercial Charge Conditions (2003 Edition)

"Debtor" means any and every person (whether the Borrower, or Owner or either of them) who has agreed to repay a Debt to the Bank

"Expense" or "Expenses" mean the total of the following

- (i) any commission and other charges which the Bank may from time to time charge to the Borrower in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Borrower,
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under these Conditions and which are either repayable by the Borrower under these Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under these Conditions,
- (iii) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by these 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 or leasehold land described in the Charge which has been charged to the Bank by the Charge (where the context allows this) as security for the repayment of the Debt referred to in that Charge together with any assets or rights charged by the Charge

"Receiver" means any person (who may be an employee of the Bank" who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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N/A

Definitions for the purposes of these particulars are

Borrower means any and every person who is referred to in the Charge as the Borrower and also

- (1) the Borrower's personal representatives, and
- (11) any person who claims any estate, right or interest from or through the Borrower in the Debt owed by the Borrower

Chargor means any and every person person (whether the Borrower or Owner or either of them) who has charged on interest in the Property to the Bank by a Charge as security for the Debt

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

- (1) the Owner's personal representatives, and
- (11) 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 or leasehold land described in the Charge which has been charged to the Bank by the Charge (where the context allows this) as security for the repayment of the Debt referred to in that Charge together with any assets or rights charged by the Charge and is more particularly described in the Charge as 28 to 30 Little Russell Street, London and registered at the Land Registry under Title Number NGL640000.

Rental Sums means all rents, profits, income, fee 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 licencees or payable in respect of insurance premiums or reasonable professional fees or expenses

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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. 48945
CHARGE NO. 30**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 3
SEPTEMBER 2008 AND CREATED BY NEW CAVENDISH
ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 5 SEPTEMBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 SEPTEMBER
2008**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**