

M

Particulars of a mortgage or charge

395

CHFP020

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

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

3 3

00048945

Name of company

* insert full name
of Company

* New Cavendish Estates Limited (the "Chargor")

Date of creation of the charge

12th February 2009

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

Debenture dated 12th February 2009 between the Chargor and Barclays Bank Plc
(the "Debenture")

Amount secured by the mortgage or charge

1. All money and liabilities now or in the future due, owing or incurred (before or after demand) by the Chargor to the Bank in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Chargor alone or by the Chargor jointly with any other person; whether the Chargor is a principal or a surety; and includes any liability (secured or unsecured) of the Chargor to a third party which subsequently becomes payable to the Bank by assignment or otherwise; and

2. All interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of its business or incur in respect of the Chargor or the Chargor's affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

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

Barclays Bank PLC whose registered address is 1 Churchill Place, London

(the "Bank")

Postcode

E14 5HP

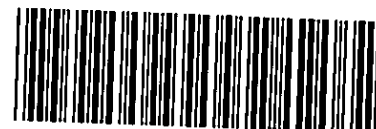
Presentor's name address and
reference (if any):

HBJ Gateley Wareing
(Scotland) LLP
DX ED27 Edinburgh

Time critical reference
LG/BAR94.9/HH

For official Use
Mortgage Section

FRIDAY



AS2B27QE

A45

27/02/2009

328

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part II of the attached Schedule.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

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

Date

26-02-09

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

† delete as
appropriate

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 CF14 3UZ

**SCHEDULE REFERRED TO IN FORM 395 relating to the DEBENTURE by
NEW CAVENDISH ESTATES LIMITED (Company Number 00048945)**

**Part I
Definitions**

For the purposes of this Schedule and the Form 395 to which this Schedule relates, the following definitions will apply:-

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'Secured Sums' means all money and liabilities covenanted to be paid or discharged by the Chargor to the Bank under clause 2 of the Debenture and set out in this Form 395 as the 'Amount secured'; and

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):

- which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985 (as amended)) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

Part II
Short Particulars of Property Mortgaged or Charged

By clause 3.1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums:

1. by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry;
2. by way of fixed charge:
 - (a) all Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry;
 - (b) all other Land which is now, or in the future becomes, the Chargor's property;
 - (c) all plant and machinery now or in the future attached to any Land;
 - (d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - (e) all the Chargor's Securities;
 - (f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor:
 - which relate to Assets themselves subject to a fixed charge in favour of the Bank; or
 - which are now or in the future deposited by the Chargor with the Bank;together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them);
 - (g) all the Chargor's goodwill and uncalled share capital for the time being;
 - (h) all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others;
 - (i) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world;
 - (j) all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world;
 - (k) all trade debts now or in the future owing to the Chargor;

- (l) all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);
- (m) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank;

3. by way of floating charge:

- (a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above; and
- (b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Chargor shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

Please see Part I of this Schedule for definitions.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 48945
CHARGE NO. 33**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12
FEBRUARY 2009 AND CREATED BY NEW CAVENDISH
ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 27 FEBRUARY 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2009



Companies House
— for the record —



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