

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

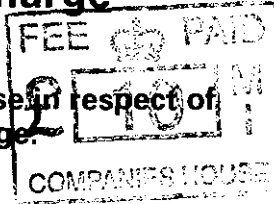
081748/10

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.



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

For official use Company number

Name of company



2691122

* Cathedral Park Properties Limited

Date of creation of the charge

✓

30 December 2003

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

2

Legal Charge between the Company and The Governor and Company of The Bank of
Scotland (the "Bank")

Amount secured by the mortgage or charge

4

"The Debt", namely, 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 (defined below) whether:

- (i) they arise before or after the Bank has demanded that they are repaid
or carried out;
- (ii) they are owed or to be carried out immediately or only after a
stated event has occurred;
- (iii) the Debtor owes or is to carry them out on his own or jointly with
any other persons;
- (iv) the Debtor owes or is to carry them out on his own account or as
guarantor for other persons, together with Interest (defined below) upon
them and Expenses (defined below) relating to them

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

The Governor and Company of The Bank of Scotland
1st Floor
2 Robertson Avenue
Edinburgh

Postcode EH11 1PZ

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

Howard Kennedy
19 Cavendish Square
London W1A 2AW
✓ DX 42748 Oxford Circus
North

For official use
Mortgage section



Time critical reference
CLG1/20359.19

Com 395-1/2

Short particulars of all the property mortgaged or charged

1.1 By way of legal mortgage the leasehold property known as 9 Windmill Street London W1 and registered at HM Land Registry under title number NGL607662 (the "Property").

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

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

1.4 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.

1.5 By way of assignment 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

See Continuation Sheet 1

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date 19 December 2003

On behalf of company [mortgagee/chargee]*

*Delete as appropriate

Notes.

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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;
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- Cheques and Postal Orders are to be made payable to **Companies House**.
- The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No
to Forms Nos 395 and 410 (Scot)

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

Company number

2691122

*Delete if
inappropriate

Name of company

Cathedral Park Properties

Limited*

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

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 ("Rental Sums") together with the benefit of all rights and remedies of the Borrower relating to the Rental Sums.

1.6 By way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge.

1.7 By way of floating charge all unattached plant, machinery, chattels and goods nor or at any time after the date of the Legal Charge on or used in connection with the Property or the business or undertaking conducted at the Property.

2. In the Legal Charge the Company agrees that it will not without the prior written consent of the Bank:-

(a) grant or accept the surrender of any lease or tenancy of all or part of the Property whether under the powers given by Section 99 and 100 of the Law of Property Act 1925 or otherwise; or

(b) create or attempt to create or allow to create or exist (whether by specific agreement imposed by rule of law or act of Parliament) any charge or lien of any kind over the Property; or

(c) sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity.

3. In the Legal Charge and this Form 395;

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

(i) the Borrower's personal representatives; and

(ii) any person who claims any state, right or interest from or through the Borrower in the Debt owed by the Borrower

"Charge" means any mortgage, charge or sub-charge created at any time over any interest in the Property to secure the repayment of the Debt to the Bank.

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
margin

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

"Conditions" mean the Bank's Commercial Charge Conditions (1995 Edition) (field at HM Land Registry under reference MD308F/01).

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

"Expense" or "Expenses" means 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 the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the 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 the Conditions) with the Property together with the 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.

"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.

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
in this margin

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

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02691122

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 30th DECEMBER 2003 AND CREATED BY CATHEDRAL PARK PROPERTIES 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 8th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JANUARY 2004.

Dx Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

