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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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

Name of company

Brookset Limited (the **Chargor**)

Date of creation of the charge

30 November 2004

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

A debenture (the **Debenture**) given by the **Chargor** to TFB (Mortgages) Limited (the **Bank**)

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Rueben Brothers Foundation (the **Company**) to the Bank under or pursuant to the Finance Documents (the **Secured Obligations**)

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

TFB (Mortgages) Limited
17 Earlsfort Terrace
Dublin 2 Ireland

Postcode

Please return

via

CH London Counter

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

EF/LKCS/49264.00009

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0476
14/12/04

(a) by way of legal mortgage all estates or interests in the Legally Mortgaged Property; (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor; (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future; (d) by way of fixed charge all Debts; (e) by way of fixed charge all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any bank accounts and all moneys now or at any time hereafter standing to the credit thereof, together with all rights relating or attaching thereto (including the right to interest); (f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of: (i) any Subsidiary; and (ii) any other body corporate; and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing; Continued on Continuation Sheet 1,

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Anton White Paper

Date

10.12.2004

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

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

02996836

Name of Company

Brookset Limited (the **Chargor**)

Limited*

* delete if
inappropriate

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

- (g) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence;
- (h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;
- (i) by way of security assignment all its rights, title and interest now or in the future in:
 - (i) all rent and income to which the Chargor is entitled to receive in respect of the Legally Mortgaged Property or any other property or any other property belonging to or charged to the Chargor;
 - (ii) all agreements, contracts and policies of insurance now or in the future relating to the Charged Property together with all monies payable to the Chargor under each such agreement, contract or policy;
 - (iii) all payments, repayments and refunds of VAT due or owing by HM Customs & Excise to the Chargor;
- (j) by way of floating charge all the Chargor's undertaking, property, assets and rights, present and future, of whatever nature and wherever situated (other than any effectively charged or mortgaged by way of fixed charge or assigned by way of security assignment under the Debenture).

Note of Negative Pledge:

Without the prior written consent of the Bank the Chargor shall not nor shall it agree or purport to:

- (a) create or permit to subsist any Security Interest over any of the Charged Property whether in any such case ranking in priority to or pari passu with or after the security created by this Debenture other than as permitted under the Facility Letter; or
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Letter.

Definitions

Debts means all book debts and other debts now and from time to time owing to the Chargor and all moneys which the Chargor receives in respect thereof.

Facility Letter means a facility letter entered into between the Bank and the Company dated 30 November 2004.

Finance Documents means the Facility Letter and the Debenture and any other agreement or document conferring security for the obligations of the Company to the Bank from time to time and any notice, certificate or document executed or delivered pursuant thereto or in connection therewith.

Legally Mortgaged Property means the properties described in Schedule 1, the proceeds of sale thereof and all buildings and trade or other fixtures on any such property belonging to or charged to the Chargor.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or other agreement or arrangement having the effect of conferring security.

Subsidiary means any subsidiary within the meaning of section 736 of the Companies Act 1985.

Schedule 1**Property Description****Title Number**

23 South Street, London W1

NGL574502

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. 02996836

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th NOVEMBER 2004 AND CREATED BY BROOKSET LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM RUEBEN BROTHERS FOUNDATION TO TFB (MORTGAGES) LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th DECEMBER 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —