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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.

395

13 0606/10

CHFP025

Please do not write in this margin

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

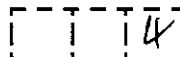
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3205302

Name of company

*
Quayside Lodge Limited (the "Chargor")

Date of creation of the charge

11 June 2004

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

Debenture made between the Chargor (1) and the Lender (2) (the "Debenture")

Amount secured by the mortgage or charge

Please see the attached schedule 1

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

Anglo Irish Bank Corporation plc
10 Old Jewry, London
(the "Lender")

Postcode EC2R 8DN

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

Taylor Wessing
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

PXH/AXA

Time critical reference

AIB-4-776/Debenture

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see the attached schedule 2

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)

Nil

Signed

Taylor Wesley

Date

15-06-04

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

Definitions

In this Form 395 and schedules "**Beneficiaries**", "**Business Day**", "**Finance Documents**", "**Hedging Document**", "**Proceeds Account**", "**Rectification Account**", "**Rent Account**" each has the meaning given to it in the Loan Agreement and:

"Building Contract" means any building contract entered into or to be entered into by the Chargor in relation to or for the purposes of any Development;

"Charged Property" means all property mortgaged, charged or assigned by the Debenture;

"Debts" means all existing and future book and other debts and rights to money and income (including Rent) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Designated Account" means:

- (a) any account of the Chargor with the Lender; or
- (b) any account of the Chargor with any other bank which has been notified of the interest of the Beneficiaries in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Lender;

"Development" means:

- (a) any works of construction on the Property; or
- (b) any refurbishment of the Property

in accordance with the plans and specifications approved or to be approved by or on behalf of the Lender;

"Development Contracts" means (if any) any Building Contract, the existing and future terms of appointment of any architects, quantity surveyors, engineers and other consultants or persons whose services are required for a Development, all existing and future warranty agreements in favour of the Chargor which relate to a Development, and any other existing and future agreement relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of the Property;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"Enforcement Event" means an Event of Default under and as defined in the Loan Agreement;

"Environmental Law" means any Law concerning the protection of the environment or human health, the condition of any Real Property or of any place

of work or the production, storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment;

"Intellectual Property" means any existing and future right in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Investment" means any existing and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

"Law" includes common law, any statute, by-law, regulation or instrument and any kind of subordinate legislation applicable in the United Kingdom and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given under any of the foregoing;

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

"Loan Agreement" means the loan agreement dated 11 June 2004 and entered into by the Chargor and the Lender;

"LPA" means the Law of Property Act 1925;

"Property" means all that property known as Quayside Lodge, Potters Road, Fulham, London SW6 2RN which is registered at the Land Registry with freehold title absolute under title number BGL19429;

"Real Property" means all freehold or leasehold property forming part of the Charged Property;

"Receiver" means any receiver appointed over any Charged Property whether under the Debenture or by order of the court on application by the Lender and includes a receiver and manager and an administrative receiver;

"Rent" means all amounts payable to or for the benefit of the Chargor in connection with the occupation of the Real Property including each of the following amounts:

- (a) rent including any increase of rent or interim rent agreed by the Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other sums payable under any Lease;
- (b) sums payable from any deposit held as security for performance of any tenant's obligations or by any guarantor of those obligations;

- (c) any other monies payable in respect of occupation and/or use of any Real Property including any fixture for display or advertisement;
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargor in respect of any Real Property net of any costs, fees and expenses incurred but not reimbursed to the Chargor in connection with such claim;
- (e) any monies payable under any policy of insurance in respect of loss of rent;
- (f) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement; and
- (g) any interest payable on any sum referred to above;

"Report on Title" means any title report or certificate relating to the Real Property and provided to the Lender by the Lender's solicitor on or before the date of the Debenture; and

"Security Document" means any document including the Debenture executed by the Chargor or any third party which grants security rights or rights by way of guarantee or indemnity in respect of the Secured Liabilities.

Schedule 1

Amount secured by the mortgage or charge

All or any of the present or future, ~~actual or contingent~~ liabilities of the Chargor owed or expressed to be owed ~~to the Beneficiaries~~ whether or not originally owed to the Beneficiaries and whether owed jointly or severally, as principal or surety or in any other capacity.

(the **"Secured Liabilities"**).

Schedule 2

Short particulars of the property mortgaged or charged

1. Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charged to the Lender by way of legal mortgage its interest in all freehold or leasehold property owned by the Chargor at the date of the Debenture including the Property;

- (b) charged to the Lender by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture;
- (c) charged to the Lender by way of fixed charge its interest in:
 - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
 - (ii) any Investment;
 - (iii) any Hedging Document;
 - (iv) its existing and future goodwill and uncalled capital;
 - (v) all existing and future cash at bank;
 - (vi) any Intellectual Property;
 - (vii) any money now or at any time after the date of the Debenture standing to the credit of any Designated Account; and
 - (viii) to the extent not otherwise subject to any fixed security in favour of the Lender:
 - (A) any existing and future proceeds of any insurance of any Charged Property; and
 - (B) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (d) charged and assigned to the Lender by way of fixed security its interest in the Debts and the benefit of the Debts and any guarantee or security for the payment of any Debts provided that if any such guarantee or security is expressed to be non-assignable then the Chargor charged to the Lender by way of fixed security its interest in and the benefit of it;
- (e) assigned to the Lender by way of fixed charge its interest in and the benefit of the Development Contracts and of the agreements and other documents (if any) listed in schedule 2 of the Debenture and the benefit of any guarantee or security for the performance of any of the Development Contracts or such agreements or other documents provided that if any Development Contract, agreement, other document, guarantee or security is expressed to be non-assignable then the Chargor charged to the Lender by way of fixed charge its interest in and the benefit of it; and
- (f) charged to the Lender by way of fixed charge, all other existing and future property of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress).

2. Floating Security

2.1 Creation of floating charge

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Lender by way of floating charge with full title guarantee the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Lender.

2.2 Conversion

Subject to clause 4.3 (*Moratorium under 1986 Act*) of the Debenture, the Lender may at any time by written notice to the Chargor convert the floating charge created under clause 4.1 (*Creation of floating charge*) of the Debenture into a fixed charge as regards any property specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) in the reasonable opinion of the Lender such property is at risk of becoming subject to any Encumbrance (other than one in favour of the Lender) or is otherwise at risk of ceasing to be within the ownership or control of the Chargor.

2.3 Moratorium under 1986 Act

The Lender shall not be entitled to convert the floating charge created by clause 4.1 (*Creation of floating charge*) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986.

2.4 Qualifying floating charge

Section 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1 (*Creation of floating charge*) of the Debenture which is a "qualifying floating charge" for the purpose of section 14(1) of the Insolvency Act 1986.

3. Negative Covenants

The Chargor will not except with the prior written consent of the Lender:

- (a) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under clause 3 (*Fixed Security*) of the Debenture or, save for full consideration in money or money's worth dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under clause 4 (*Floating Security*) of the Debenture;
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property;
- (c) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend; or

- (d) terminate or amend in any material respect any Development Contract or release, settle or discharge any claim, right or entitlement which the Chargor may have under any Development Contract, whether by assignment, transfer, novation or otherwise.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03205302

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th JUNE 2004 AND CREATED BY QUAYSIDE LODGE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JUNE 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —