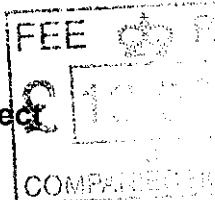


# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge



# 395

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

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

127113/52

[1151]

3360884

Name of company

\* Vendart Limited (the "Borrower")

Date of creation of the charge

24 October 2005

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

Legal Charge

Amount secured by the mortgage or charge

All monies obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender or its Associated Companies, whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses and so that interest shall be computed and compounded according to the usual practice of the Lender as well after as before any demand or judgment (the "Secured Liabilities")

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

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

Postcode EC2R 8DN

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

DLA Piper Rudnick Gray Cary UK LLP

3 Noble Street

London EC2V 7EE

DX 33866 Finsbury Square

Ref: LJH/67529/120300

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



A17  
COMPANIES HOUSE

311  
28/10/2005

The Borrower charges to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

1. by way of first legal mortgage the Property
2. by way of assignment the Rental Income and the benefit to the Borrower of all other rights and claims to which the Borrower is now or may in future become entitled in relation to the Property including but not limited to all rights and claims of the Borrower against all persons who now are or have been or may become lessees sub-lessees licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons

(SEE CONTINUATION SHEET)

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

*[Signature]*

Date

*26 October 2005*

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

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

## 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)

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

3360884

Name of Company

Vendart Limited (the "Borrower")

XXXXXX

\* delete if  
inappropriate

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

In this form:-

"Agreement" means all and any agreements relating to the Property

"Associated Company" means any company which is a member of the same group of companies as the Lender

"Business" means business (if any) carried on by the Borrower at the Property

"Charged Property" means the property assets debts rights and undertaking charged to the Lender by the Legal Charge and includes any part of or interest therein

"Encumbrance" means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment

"Expenses" means all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or the Legal Charge and the preparation negotiation and creation of the Legal Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection realisation or enforcement of the Legal Charge in each case on a full indemnity basis

"Prior Charge(s)" means the Encumbrances existing at the date of the Legal Charge (if any) details of which are set out in the schedule hereto

"Property" means the freehold leasehold or immovable property referred to in the schedule hereto and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situate on it

"Receiver" means an administrative receiver receiver and/or manager and any substitute for any such person and whether appointed under the Legal Charge or pursuant to any statute or otherwise

"Rental Income" means the gross rents licence fees and other monies receivable now or hereafter at any time by the Borrower in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Borrower from the Property or otherwise paid to or received by the Borrower in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like

## **SCHEDULE**

Property - the leasehold properties known as 6 Lower Grosvenor Place, 7 Lower Grosvenor Place, 8 Lower Grosvenor Place and 9 Lower Grosvenor Place comprised in four respective underleases dated 24 October 2005 made between Grosvenor Estate Belgravia (1) and the Borrower (2) and shown coloured pink on the plans attached to the respective underleases.

Prior Charges - None

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

Please do not  
write in this  
binding margin

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

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

3. by way of assignment

3.1 the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any professional advisers or contractors now or at any time engaged by the Borrower in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Borrower and the benefit of all sums recovered in any proceedings against all or any of such persons

3.2 the benefit of all Agreements all the proceeds of any claim award or judgment arising out of any Agreement and all sums paid or payable to the Borrower under or in respect of any Agreement

3.3 all right title and interest of the Borrower in and to all payments made under any and all present and future insurance policies in respect of the Charged Property

4 by way of assignment all its rights under any agreement or arrangement entered into now or in the future by the Borrower with any person for the purpose of or in connection with the fixing capping or hedging of the rate of interest payable by the Borrower in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement

5 by way of assignment the goodwill of the Business and the benefit of all present and future licences and permits held in connection with the Business

6 by way of fixed charge all funds standing to the credit of the Borrower from time to time on any account with the Lender including all receipts from time to time paid into an account in accordance with clause 3.5 of the Legal Charge

7 by way of floating charge all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Property

The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 shall apply to the floating charge in clause 3.17 of the Legal Charge which shall be enforceable at any time on or after the occurrence of an enforcement event as set out in clause 13 of the Legal Charge.

The Lender may by notice in writing to the Borrower convert the floating charge contained in clause 3.1.7 of the Legal Charge into a fixed charge as regards any Charged Property specified in such notice at any time after the Legal Charge becomes enforceable

If without the prior written consent of the Lender the Borrower charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property subject to a floating charge under the Legal Charge or attempts to do so or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Property the charge hereby created shall automatically without notice operate and have effect as a fixed charge instantly such event occurs

(See Continuation Sheet)

C+P

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CHFP025

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

3360884

Name of Company

Vendart Limited (the "Borrower")

~~XXXXXX~~

\* delete if  
inappropriate

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

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



Please do not  
write in this  
binding margin

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

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

## RESTRICTIONS

The Borrower shall not without the prior written consent of the Lender:

1. create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof other than the Prior Charge Subject as aforesaid any mortgage of or charge on the Charged Property created by the Borrower (otherwise than in favour of the Lender) shall be expressed to be subject to the Legal Charge
2. sell convey assign or transfer the Charged Property or any interest therein or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any monies payable to the Borrower in relation to the Charged Property or agree to do any of the foregoing

*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. 03360884

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 24th OCTOBER 2005 AND CREATED BY VENDART LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC OR ITS ASSOCIATED COMPANIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2005.

PDM



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES