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COMPANIES FORM No. 395

073962/13

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

*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

155

03867628

Name of company

* GILDA ESTATES LIMITED

Date of creation of the charge

13 May 2009

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

Third Party Charge

Amount secured by the mortgage or charge

All monies obligations debts and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by Moishe Meisels to EGT Finance Limited 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 without limitation all expenses together with interest computed on all secured liabilities.

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

EGT Finance Limited
35 Glanleam Road
Stanmore, Middlesex

Postcode HA7 4NW

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

Fladgate LLP
25 North Row
London
W1K 6DJ

DLM/14863.0361

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



A07

AJXHIA10

21/05/2009

96

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. By way of legal charge the leasehold property ("the Property") known as Flat 3, 42-44 Randlesdown Road, London, SE6 3BT as the same as registered at the Land Registry under title number TGL188507 with title absolute and the proceeds of sale lease or other disposition.
2. By way of first fixed charge all the plant machinery and fixtures and fittings of the Company at the Property, present and future.
3. By way of first fixed charge all furniture furnishings equipment tools and other chattels of the Company at the Property present and future, not regularly disposed of in the ordinary course of business.
4. By way of first fixed charge all the goodwill affecting the Property and the other charged assets present and future.
5. By way of equitable assignment, the Rental Income (as defined below).
6. By way of first fixed charge all Rental Income which remains vested in the Company after the assignment referred to above.

Continued/... Addendum 4/4

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)

Signed

Fredgate LLP

Date 20 May 2009

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

A fee 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 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

Name of company

*insert full name
of Company

* GILDA ESTATES LIMITED

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

1. Negative pledge

The Company must not:

1 create or permit to subsist or arise any Encumbrance (as defined below) or any right or option on the Property (as defined above) or any part thereof (other than any prior charge) or on any of the other Charged Assets (as defined below);

2 sell convey assign or transfer the Charged Assets or any interest in the whole or any part of the Charged Assets or otherwise part with or dispose of any interest in the whole or any part of the Charged Assets or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Assets or agree to do any of the foregoing;

3 part with or share possession or occupation of the Property or any part of it or grant any Lease (as defined below) of the Property or agree to do any of the foregoing;

4 permit or agree to any variation of the rights attaching to the whole or any part of the Property;

5 do cause or permit to be done anything which may in the opinion of the Bank in any way depreciate or jeopardise or otherwise prejudice the value to the Bank of the whole or any part of the Charged Assets;

6 compound release exchange set off grant time or indulgence in respect of or otherwise deal with any of the Rental Income (as defined below) charged to the Bank under this Charge or do anything whereby the recovery of the Rental Income may be impeded delayed or prevented and the Company shall enforce its rights in respect of the same; or

7 dispose of the assets charged by way of floating charge otherwise than in the ordinary course of business.

In the Legal Charge (unless the context otherwise requires or admits) the following words and phrases have the following meanings:

Name of company

*insert full name
of Company

* GILDA ESTATES LIMITED

Encumbrance 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.

Charged Assets the Property and other assets which are charged under clause 3 of the Legal Charge.

Lease any lease sublease underlease agreement for lease tenancy agreement licence and any other rights of occupation of the Property.

Rental Income any gross rents licence fees and other monies receivable now or at any time in the future by the Company in respect of or arising out of any Lease or otherwise without limitation derived by the Company from the Property or otherwise paid to or received by the Company in respect of the Property (including without limitation all mesne profits and all monies payable in respect of insurance insurance rents service charges and taxes on rental income).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3867628
CHARGE NO. 55**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY CHARGE DATED 13
MAY 2009 AND CREATED BY GILDA ESTATES LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
MOISHE MEISELS TO EGT FINANCE LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21
MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES