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COMPANIES FORM No. 395

006 000 24

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.

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

17 DEC 2003

CHFP025

To the Registrar of Companies

For official use

Company Number

Please complete
legibly, preferably in
black type, or bold

*Insert full name of
company

04969558 in England

Name of company

Book Nominees One Limited (the "Chargor")

Date of creation of the charge

28 November 2003

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

Deed of Charge dated 28 November 2003 between the Chargors, the Beneficiaries and the Bank (the "Charge").

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of

(a) the Chargors to the Bank and/or

(b) the Beneficiaries to the Bank pursuant to the Facility Agreement

except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

Anglo Irish Bank Corporation plc, Stephen Court 18/21 St Stephens Green Dublin 2 Ireland and its successors, transferees and assigns (the "Bank")

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

Addleshaw Goddard
150 Aldersgate Street
London EC1A 4EJ

Ref : PETEE/PORTL/307031.7792

4-124637 v1

For official use

Mortgage Section

Post room

Time critical reference



LD2
COMPANIES HOUSE

L6U12QY9

0235
17/12/03

Short particulars of all the property mortgaged or charged

1. SECURITY

- 1.1 The Chargors, with the consent of the Beneficiary, as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 2 of this Form 395, charged in favour of the Bank by way of first legal mortgage the property specified in Schedule 1; and
- 1.2 Likewise as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 2 of this Form 395, each of the Chargors and the Beneficiary charged in favour of the Bank by way of a first fixed charge:
- (a) all of its title rights and interest in all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Charge or thereafter in existence in relation to the Mortgaged Property;
 - (b) all plant and machinery belonging to it and its interest in any plant or machinery at the Mortgaged Property and all Fixtures relating to the Mortgaged Property;

Particulars as to commission allowance or discount (note 3)

N/A

Signed Adelshaw Uddad Date 17/12/03

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

L 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 made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

- (c) all benefits, claims and returns of premiums in respect of the Insurances;
- (d) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
- (e) its book and other debts, both uncollected and collected, relating to the Mortgaged Property the proceeds of the same and all moneys otherwise due and owing to the Chargors and/or Beneficiary arising from or otherwise in relation to the Mortgaged Property;
- (f) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in paragraph 1.2(e) above;
- (g) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Mortgaged Property and the right to recover and receive all compensation which may be payable to it;
- (h) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to it against such persons; and
- (i) its rights and benefits under any patents, trademarks, copyrights, registered or other design (including without limitation designs relating to any construction works) and any other similar intellectual property assets or rights in relation to the Mortgaged Property.

1.3 Each of the Chargors and the Beneficiaries, in the manner specified in paragraph 2 of this Form 395, assigned and charged to the Bank by way of security for the payment and performance of the Secured Liabilities all of its rights, title and interest (if any) in and to and benefits under or to accrue to it in respect of (as the case may be):

- (a) all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease and all Sales Proceeds;
- (b) the proceeds of any insurance relating to the Mortgaged Property to which it is entitled.
- (c) the Agreements and the proceeds of any claims, damages, awards and judgements which may be received by any of the Chargors and any of the Beneficiaries under and/or pursuant to either or both of the Agreements and the right to enforce and sue upon either or both of the Agreements.

2. TITLE GUARANTEE

2.1 Every disposition effected by the Charge is made with full title guarantee.

2.2 The other terms of the Charge do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

3. NEGATIVE PLEDGE

In the Charge, the Chargors and the Beneficiary undertook not to, save with the prior written consent of the Bank, create or permit to subsist any Encumbrance of whatsoever nature on any Security Asset other than as created by the Charge.

4. DISPOSALS

4.1 In the Charge, the Chargors (as regards the legal ownership) and the Beneficiary (as regards the beneficial ownership) undertook not to, either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer,

lease or otherwise dispose of all or any part of the Mortgaged Property or their respective title rights or interests therein without the Bank's prior written consent and the Bank consents to:

- (a) a disposal of the Mortgaged Property at a price whereunder the Sales Proceeds shall be sufficient in the Bank's reasonable opinion to discharge fully, and shall be applied in full discharge of, the Secured Liabilities, and
- (b) a disposal by any Beneficiary ("**Disposing Beneficiary**") of its title rights and interest in the Mortgaged Property and/or the Agreements to a New Beneficiary provided that
 - (i) such disposal shall be in strict compliance with the terms of the Partnership Agreement and the Bank shall have previously approved the New Beneficiary (such approval not to be unreasonably withhold or delayed); and
 - (ii) any New Beneficiary of such title rights and interest shall execute and deliver in favour of the Bank a deed in the terms of the Charge (mutatis mutandis) contemporaneously with such disposal, and
 - (iii) the Disposing Beneficiary shall not be released from its obligations and liabilities under the Facility Agreement and the Charge until the document referred to in subclause (b) (ii) and all formalities pursuant to the Partnership Agreement in respect of such disposal shall have been satisfied or otherwise be in full force and effect.

DEFINITIONS

In this Form 395 the following words have the following meanings:

"Agreements" means the Declaration of Trust and the Partnership Agreement.

"Beneficiaries" means the Beneficiaries listed in Schedule 3 of this Form 395.

"Chargors" means the Chargors listed in Schedule 4 of this Form 395.

"Encumbrance" means any form of mortgage, charge, pledge, lien, assignment, hypothecation, right of set off or other security interest or any agreement or arrangement having the effect of creating any such.

"Facility Agreement" means the Facility Agreement dated 27 November 2003 made between the Bank (1) and the Beneficiaries (2) as the same may be amended varied or supplemented from time to time.

"Fixtures" means all fixtures and fittings belonging to the Chargors and the Beneficiaries (including those of trade) and fixed plant and machinery belonging to the Chargors and the Beneficiaries on the Mortgaged Property.

"Insurances" means all contracts and policies of insurance relating to the Mortgaged Property and/or the Fixtures and/or the Premises taken out by or for the Chargors or the Beneficiaries or in which the Chargors or the Beneficiaries have an interest (to the extent of that interest).

"Mortgaged Property" means any freehold or leasehold property (including the Premises) the subject of the security created by Paragraph 1.1 of this Form 395.

"New Beneficiary" means a person who shall have delivered a net worth statement satisfactory to the Bank and who is approved by the Bank pursuant to the terms of the Facility Agreement as a Borrower for the purposes of the Facility Agreement and as a Beneficiary for the purposes of the Charge.

"Occupational Lease" means any agreement for lease, lease, licence, tenancy or other occupational arrangement or right of occupation to which the Mortgaged Property may be subject from time to time (including the arrangements specified in Schedule 2).

"Partnership Agreement" means a partnership agreement dated on or about today's date and made between the Beneficiaries and as the same may be further varied from time to time.

"Premises" means any building or other edifice on the Mortgaged Property or other Security Asset.

"Rental Income" means at any time:

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all agreements for, or actual, licences or leases to which the Chargors' interest in the Mortgaged Property is in reversion (whether mediate or immediate) and to which the Chargors and/or the Beneficiaries are entitled; and
- (b) all other monies derived by the Chargors and/or the Beneficiaries from any third parties relating to the use and/or occupation of the Mortgaged Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums received from any deposit held as security for the performance of tenants' obligations),

but excluding in any case, any sum by way of service charge, value added tax, insurance payments or the like.

"Sales Proceeds" means any and all sums (other than Rental Income) payable to the Chargors and/or the Beneficiaries, whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of any interest in, the Mortgaged Property or any part of it, and including:

- (a) any other sums of a capital nature derived from the Mortgaged Property or any dealing with it; and
- (b) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting the Mortgaged Property or any part of it,

in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation.

Schedule 1 Mortgaged Property

All those leasehold premises known as 191, 193 and 195 Kensington High Street, London W8 as the same was demised by a lease dated 21 November 2003 and made between Quadrick Limited (1) and Yewbelle Limited (2)

Schedule 2 Occupational Leases

Date of Lease	Parties	Premises
08.03.1989	Lotfresh Limited (1) and and Waterstone & Company Limited (2)	Basement, Ground and First Floors of the Property
09.02.1989	Hemkip Limited (1) and The Mayor and Burgesses of the Royal Borough of Kensington and Chelsea (2)	Second and Third Floors of the Property

Schedule 3 The Beneficiaries

Name	Address
Tony Reddy	Horton House, 46 Terenure Road West, Terenure, Dublin 6

✓ 95.

Name	Address
Gabriel M. Byrne	"Onslow", Baily, Howth, Co. Dublin
Mark Saunders	6, The Square, Haddington Road, Dublin 4
Dan Counihan	Castledemesne House, Ivy Terrace, Tralee, Co. Kerry
Sarah Cunliff	57 Wellington Road, Ballsbridge, Dublin 4
David Widger	31 Mountainview Road, Ranelagh, Dublin 6
Barbara Cotter	37 Sydney Parade Avenue, Sandymount, Dublin 4
Derek M. Quinlan	8 Raglan Road, Ballsbridge, Dublin 4
Mark Barr	11 Claremont Park, Sandymount, Dublin 4
Conor McDonnell	5 Mount Merrion Avenue, Blackrock, Co. Dublin
Caroline Devlin	24 Morehampton Road, Donnybrook, Dublin 4
Paul Carroll	2 Highfield Road, Rathgar Road, Dublin 6
Peter McParland	28 Herbert Park, Ballsbridge, Dublin 4
Donagh Crowley	"Kilfenora", Gordon Avenue, Foxrock, Dublin 18
Declan Keane	"Speranza", 75 Upper Leeson Street, Dublin 4
Colm Allen	60 Ailesbury Road, Ballsbridge, Dublin 4
Peter Barrett	Richardstown, Ballyboughal, Co. Dublin

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

Schedule 4
The Chargors

(1) Name	(2) Company number in England
(1) Book Nominees One Limited	04969558
(2) Book Nominees Two Limited	04969755

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04969558

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 28th NOVEMBER 2003 AND CREATED BY BOOK NOMINEES ONE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS AND/OR THE BENEFICIARIES TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th DECEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —