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COMPANIES FORM No. 395

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.

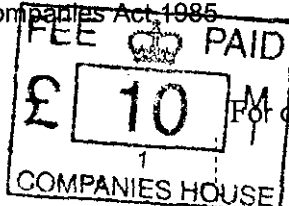
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Pursuant to section 395 of the Companies Act 1985

CHFP025

To the Registrar of Companies



For official use

Company Number

5158255

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

Name of company

Redington Estates Limited (the **Mortgagor**)

*Insert full name of
company

Date of creation of the charge

20 August 2004

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

Legal Mortgage between the Mortgagor and Coutts & Company (the **Mortgage**)

Amount secured by the mortgage or charge

- (i) All present and/or future indebtedness of the Mortgagor to the Bank on any current and/or other account with interest and bank charges; and
- (ii) all other liabilities whatsoever of the Mortgagor to the Bank at the date of the Mortgage and thereafter, actual and/or contingent; and
- (iii) all costs charges and expenses howsoever incurred by the Bank in relation to the Mortgage and such indebtedness and/or liabilities on a full indemnity basis,

Contd.../

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

Coutts & Company, 440 Strand, London WC2R 0QS (the **Bank**)

Please return

via

CH London Counter

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

Denton Wilde Sapte
One Fleet Place
London
EC4M 7WS

ASC/71501.00001
6792612.01

For official use

Mortgage Section

Post room



LDZ
COMPANIES HOUSE

LUPBRXYN

0433
25/08/04

Time critical reference

Short particulars of all the property mortgaged or charged

1 Security

In the Mortgage, the Mortgagor with full title guarantee and as a continuing security to the Bank for the discharge on demand of the Secured Obligations:

- (a) charged by way of legal mortgage all and every interest in or over the property described in the Schedule which the Mortgagor at the date of the Legal Mortgage or thereafter has power so to charge and charged in equity all other interests therein (the **Mortgaged Property**) and the proceeds of sale thereof and charged to the Bank all monies to be received under any policy of insurance effected in respect of the Mortgaged Property;
- (b) charged by way of floating security all moveable plant machinery implements utensils furniture and equipment building and other materials goods and other effects at the date of the Mortgage and from time to time placed on or used in or about the Mortgaged Property (and the expression "the Mortgaged Property" shall be construed accordingly);

Contd.../

Particulars as to commission allowance or discount (note 3)

N/A

Signed Dexter Wilde Saple Date 24 August 2004

On behalf of [company] mortgagee/chargee ±

± 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

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binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

5158255

Name of Company

Redington Estates Limited

* delete if
inappropriate

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

and interest on the foregoing day by day from demand until full discharge (as well after as before judgment) at the rate payable or deemed to be payable by the Mortgagor (such interest to be calculated and compounded as agreed or in such manner as the Bank may reasonably determine from time to time) (the **Secured Obligations**).

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

- (c) assigned unto the Bank all that goodwill and connection of any business or businesses from time to time carried on in or upon the Mortgaged Property or any part or parts thereof and the full benefit of all licences (which expression shall also include any registrations) held in connection with such business(es) subject to redemption on payment of the Secured Obligations (and the expression "the Mortgaged Property" shall be construed accordingly).

2 Restrictions

In the Mortgage:

- (a) the Mortgagor undertook that it will not without the prior written consent of the Bank allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Mortgaged Property or any part of it or create or permit to arise any interest which falls within either or both of Schedules 1 and 3 of the Land Registration Act 2002 affecting such property;
- (b) the Mortgagor undertook that it will not without the prior consent of the Bank make an application, or consent or concede to the application by any third party, to the Land Registrar to make any entry on the register of title of the Mortgaged Property or any part thereof, as the case may be;
- (c) it was agreed that the statutory powers of leasing or of accepting surrenders of leases conferred on mortgagors shall not be exercised by the Mortgagor nor shall the Mortgagor part with possession of the Mortgaged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy the Mortgaged Property or any part thereof without the consent in writing of the Bank but the Bank may grant or accept surrenders of leases without restriction.

Schedule – the property

Address: 29-41 Gee Street, Clerkenwell, London, EC1 and Loading Bay at 29-41 Gee Street, Clerkenwell, London, EC1

Registered Land:

Title number(s)

Part of title number LN28617 as is shown edged red on Plan 1 annexed to this Form 395

Unregistered Land:

The property is comprised in the following documents:

| Date | Description (Conveyance Lease Assignment Assent etc) | Parties |
|----------------|--|---|
| 20 August 2004 | Lease of the Loading Bay at 29-41 Gee Street, London EC1 as is shown edged red on Plan 2 annexed to this Form 395. | Durley Investment Corporation (1) and the Mortgagor (2) |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05158255

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 20th AUGUST 2004 AND CREATED BY REDINGTON ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO COUTTS & CO ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th AUGUST 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

DRP