

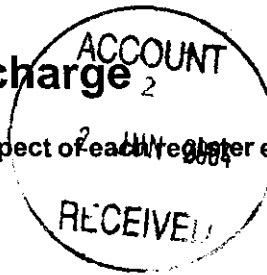
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COMPANIES FORM No. 395

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.

Pursuant to section 395 of the Companies Act 1985



395

A/C
00400024

Please do not
write in
this margin

CHFP025

To the Registrar of Companies

For official use

Company Number

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

*Insert full name of
company

Name of company

JAYLIMA PROPERTIES LIMITED (the "Chargor")

3965389

Date of creation of the charge

14 May 2004

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

Deed of Debenture (the "Deed")

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:

- 10
- (a) each Trustee to the Bank; and/or
 - (b) each Borrower to the Bank pursuant to the Facility Letter

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 ASSET FINANCE PLC acting through its office at 10 Old Jewry, London, EC2R 8DN (the "Bank")

Presentors name address and
reference (if any):

ADDLESHAW GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

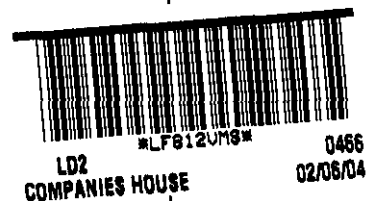
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For official use

Mortgage Section

Post room



Time critical reference

1 FIXED SECURITY

1.1 Creation

1.1.1 The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 1.3 of this Form 395, charged in favour of the Bank by way of a first legal mortgage the property (if any) specified in Schedule 1 to this Form 395; and

1.1.2 Likewise, as security for the payment and performance of the Secured Liabilities, and in the manner specified in paragraph 1.3 of this Form 395 the Chargor charged in favour of the Bank by way of a first fixed charge:

(a) (to the extent that they are not within paragraph 1.1.1 above) all interests in any freehold or leasehold property belonging to it at the date of the Deed or in the future;

(b) all rights under any agreement relating to the acquisition of the Mortgaged Property by or for the Chargor and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents in existence at the date of the Deed or

01/06/07

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Adrian Giddens

Date

01/06/07

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

thereafter in relation to the Mortgaged Property;

- (c) all plant and machinery belonging to the Chargor and its interest in any plant or machinery in its possession and in all Fixtures;
- (d) all benefits, claims and returns of premiums in respect of the Insurances;
- (e) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
- (f) all moneys standing to the credit of the Rent Account and any account (including the Security Account and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them;
- (g) its goodwill and its uncalled capital;
- (h) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Chargor;
- (i) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by the Chargor in relation to anything in sub-paragraph 1.1.2(h) (above);
- (j) its rights under any hedging arrangements;
- (k) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (l) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the business of the Chargor or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (m) the benefit, to the extent vested in the Chargor, 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 the Chargor against such persons;
- (n) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights; and
- (o) all shares, bonds and other securities owned by, or vested in, the Chargor.

1.2 Assignment

The Chargor as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 1.3 of this Form 395, assigned to the Bank by way of security:

- 1.2.1 all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease;
- 1.2.2 all its rights (if any) under any insurance relating to the Mortgaged Property which the seller of that Mortgaged Property assigned to the Chargor in the sale and purchase agreement for that Mortgaged Property or to which the Chargor is otherwise entitled.

1.3 Title Guarantee

- 1.3.1 Every disposition effected by the Deed is made with full title guarantee.
- 1.3.2 The other terms of the Deed 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.

2 FLOATING CHARGE

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in paragraph 1.3 of this Form 395 charged in favour of the Bank by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraph 1 of this Form 395.

3 NEGATIVE PLEDGE/RESTRICTIONS ON DEALINGS

In the Deed the Chargor undertook:

- (a) 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 its assets except with the Bank's prior written consent; and
- (b) not to create or permit to subsist any Encumbrance of whatsoever nature on any Security Asset other than as created by the Deed and the Legal Charge.

4 DEFINITIONS

In this Form 395:

"Borrowers" means East 3 LLP (a limited liability partnership formed in England with number OC306808) and Jaylima Properties Limited (registered in England with Co. No. 03965389) and a **"Borrower"** means each of them individually and shall include its assigns and successors in title from time to time.

"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 Letter" means the letter dated on or about the date of the Deed from the Bank to the Borrowers and any variations of, supplements to or replacements of the same from time to time.

"Fairfield Road Property" means the freehold land and buildings known as 46 Fairfield Road, London E3 (Title number EGL369585).

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

"Insurances" means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest).

"Legal Charge" means a legal charge of even date herewith made between the Trustees (1) the Borrowers (2) and the Bank (3) relating to the Fairfield Road Property.

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

"Occupational Lease" means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property may be subject from time to time including the arrangements specified in Schedule 2 hereto and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits the lease subject to which it holds the Mortgaged Property.

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

"Rent Account" means the Security Account established and maintained in the name of the Chargor at the Bank for the purposes of paying in and/or receiving Rental Income.

"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 Chargor's interest in the Mortgaged Property is in reversion (whether mediate or immediate) and to which the Chargor is entitled, and
- (b) all other monies derived by the Chargor 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 properly realised 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.

"Security Account" means any account established or maintained in the name of the Chargor.

"Security Assets" means all assets of the Chargor the subject of any security created by this Deed (and includes the Mortgaged Property).

"Trustees" means Wick Lane Property Limited (incorporated in England with number 3965389) and Fairfield Road Property Company Limited (incorporated in England with number 04995744 in England) as trustees for, and any additional or replacement trustees for, and on behalf of the Borrowers and **"Trustee"** shall be construed accordingly.

SCHEDULE 1

Mortgaged Property

None at the date of the deed.

SCHEDULE 2

Occupational Leases

None at the date of the deed.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03965389

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 14th MAY 2004 AND CREATED BY JAYLIMA PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH TRUSTEE AND EACH BORROWER TO ANGLO IRISH ASSET FINANCE PLC 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 2nd JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JUNE 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —