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legibly, preferably
in black type, or
bold block lettering*insert full name
of company

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

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

For official use

Company number

8

1363111

Name of company

* JUST JAMIE AND PAULRICH LIMITED

(the "Company")

Date of creation of the charge

11th JUNE 2005

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

An Omnibus Guarantee and Set-Off Agreement (the "Agreement")

Amount secured by the mortgage or charge

- (a) All money and liabilities whether actual or contingent then or at any time thereafter due, owing or incurred from or by each and every one of the Companies (the "Companies") named in the Schedule respectively) insofar only as they at any time owe money or have incurred liabilities (whether actual or contingent) to the Bank otherwise than pursuant to the terms of the Agreement (the "Principals") anywhere or for which each and every one of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including:
- (i) in the case of the liquidation or administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation or administration or dissolution had commenced at the time when the Bank received actual notice thereof and notwithstanding such liquidation, administration or dissolution; and
- (ii) in the event of the discontinuance by any means of the Guarantee (as defined in the Agreement) in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the

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

Lloyds TSB Bank plc, HORLEY SECURITIES CENTRE, P.O. BOX 104

13 HIGH STREET, HORLEY, SURREY

(the "Bank")

Postcode

RH6 7YA

Presenter's name address and
reference (if any):CMS CAMERON MCKENNA LLP
MITRE HOUSE
160 ALDERSGATE STREET
LONDON EC1A 4DD
SMR/AQP/11152.8

Time critical reference

For official Use
Mortgage Section

Post room

LD5
COMPANIES HOUSE0302
21/06/05Please return via
CH London Counter

AIC. 00400041

M395 for OGS
40640 05.9

395

Short particulars of all the property mortgaged or charged

Any sums or sums (the "Credit Balances") standing to the credit of any one or more of any present or future accounts of the Companies or any of them with the Bank whether such accounts are in the sole name of any of the Companies or in the joint names of two or more Companies, including any accounts in the Bank's name with any designation which includes the name(s) of the Companies or any one or more of the Companies (the "Accounts").

NOTE:

- (A) By sub-clause 14.1 of the Agreement, the Companies jointly and severally agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Companies or any of them:
- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities (as defined in the Agreement); and
 - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities.
- (B) By sub-clause 14.7 of the Agreement, each Company agrees with the Bank that it shall not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

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CEP
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Particulars as to commission, allowance or discount (note 3)

NIL

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed MS Cameron McKenna Date 16/6/05

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 to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Amount due or owing on the mortgage or charge (Continued)

account of such Principal on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes effective, although presented to or paid by the Bank or its agents after the date upon which such discontinuance becomes effective and all liabilities of such Principal to the Bank on such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal;

- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due.

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Schedule

Name	Company Number
J5 LIMITED	5390820
JUST JAMIE HOLDINGS LIMITED	3730679
JUST JAMIE AND PAULRICH LIMITED	1863111
FIFTH AVENUE HOLDINGS LIMITED	4823009

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01363111

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND SET-OFF AGREEMENT DATED THE 11th JUNE 2005 AND CREATED BY JUST JAMIE AND PAULRICH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JUNE 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —