



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

120

00558456

Name of company

\* Martins Properties Limited (the "Company")

Date of creation of the charge

11 May 2007

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

Legal Mortgage (the "Deed")

Amount secured by the mortgage or charge

All monies obligations and liabilities whether actual or contingent which are now or may at any time hereafter be or become due owing or incurred to the Bank by the Company anywhere (whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety) including (but without prejudice to the generality of the foregoing) the amount of any acceptance or other credits or advances and of any cheques notes or bills from time to time given or assumed by the Bank for or at the request of the Company together with interest to the date of repayment (as well after as before judgment) at such rates and upon such terms as may from time to time be payable commission discount and other banking charges and any expenses reasonably or necessarily incurred by the Bank in relation to the Company or the mortgaged property or in towards or incidental to the preparation completion perfection enforcement or realisation of the Legal Mortgage or the sale or other conversion of the mortgaged property into money or of any guarantees or security for the liabilities of the Company including legal and other costs on a full indemnity basis and Value Added Tax thereon

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

Bank Leumi (UK) plc (the "Bank"), 20 Stratford Place, London

Postcode W1C 1BG

Presentor's name address and reference (if any)

FAO Emily Shrimpton  
DLA Piper UK LLP  
3 Noble Street  
London EC2V 7EE  
DX 33866 Finsbury Square  
Ref EBS/33067/120286

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



A45

"A8JN9PSE"  
23/05/2007  
COMPANIES HOUSE

566

Short particulars of all the property mortgaged or charged

- 1 A charge by way of legal mortgage the Property and the proceeds of sale thereof and all compensation or grants payable or paid to or recoverable by the Company in respect of the Property and all other estates and interests which the Company may have in the Property (including but not limited to estates or interests under any lease or tenancy of the Property or period of holding over after or statutory or other continuation of such lease or tenancy and any right to renew the same) and to the extent that any such interests are not capable of being legally charged the Mortgagor as beneficial owner hereby assigns the same (subject to re-assignment on redemption)
- 2 A charge by way of floating security over all property and assets of whatsoever nature now or in the future owned or acquired by the Company
- 3 A specific equitable charge over any shares or membership rights or other rights (the "Shares") which the Company owns in any company or association of any kind connected or associated with the Property or the estates or interests of the Company therein including any shares in any management company or tenants association

See 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)

Nil

Signed

Date

22 May 2007

On behalf of ~~XXXXXX~~ [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

**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)**

In this form -

"Company" includes the Company (and where there are more than one of them any one or more of them) and their successors in title those deriving title under them and (in the case of persons) their personal representatives

"Property" means the property described in the First Schedule hereto and every part of it including all fixtures fittings plant machinery and equipment annexed to it and in law forming part of it and the proceeds compensation and grants estates and interests referred to in Clause 1 above and where the Mortgagor is a company giving the floating security contained in Clause 2 above the phrase the "Property" includes the assets charged by that clause

**FIRST SCHEDULE**

**Details of the property legally mortgaged**

**Registered Land**

County and District	Surrey Woking
(or London Borough)	
Property	Property known as St Martha Printing Works and adjoining land and buildings, land on the north west side of Broadmead Cut, Send and land lying to the south of High Street, Old Woking
Title Numbers	SY42738, SY73618, SY335083, SY198913, SY334913

**SECOND SCHEDULE**

**Details of any prior mortgages or charges**

**Addendum 3/4**

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

#### Addendum 4/4

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

4 An assignment by way of security (but subject to reassignment on redemption) of all the benefit of every insurance policy (whether or not pursuant to an obligation in the Legal Mortgage) in respect of the Property (other than the third party and public liability policies) and all monies or proceeds paid or payable thereunder but subject to all rights powers and other matters having actual priority in law to the rights conferred and the obligations imposed by the Legal Mortgage (whether by virtue of the terms of such policies the Fire Prevention (Metropolis) Act 1774 any prior mortgage or charge or any subsisting lease or otherwise howsoever)

5 An assignment of the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the Architects Quantity Surveyors and Consulting Engineers now or at any time engaged by the Company in relation to the Property and the manufacturers supplied or installers or all plant and machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected thereon and any other persons firm or company now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons (subject to reassignment or redemption)

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

#### CONVERSION OF FLOATING CHARGE

The Bank may by notice in writing to the Company convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof and the floating security shall crystallise insofar as it has not earlier done so upon any demand being made hereunder without the necessity for such demand to refer expressly to such crystallisation

#### OBLIGATIONS OF THE COMPANY

The Company will not without the prior written consent of the Bank dispose of create or permit to subsist any mortgage charge floating security or other encumbrance in favour of any third party over all or any of the assets charged in any way or assigned by the Company to the Bank by Clause 2 of the Deed (whether in priority to or pari passu with or ranking in priority after the Deed) other than the mortgages or charges (if any) brief particulars of which are set out in the Second Schedule hereto and the Company will not without the prior written consent of the Bank create any mortgage or charge ranking in priority to or pari passu with the floating security created in the Deed (if any)

#### CONTINUING SECURITY

The security shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge or otherwise prejudice or affect the security created by any deposit of documents or any guarantee lien bill note mortgage or other security now or hereafter held by the Bank or any right or remedy of the Bank thereunder and this security shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Bank now or hereafter dealing with exchanging releasing modifying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable to the Bank for all or any of the moneys obligations and liabilities secured by 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 00558456

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 11th MAY 2007 AND CREATED BY MARTINS PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK LEUMI (UK) 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 23rd MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 2007

Dxy



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# M

## COMPANIES FORM No. 395 *136719/26* 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

123

00558456

Name of company

\* Martins Properties Limited (the "Company")

Date of creation of the charge

11 May 2007

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

Debenture

Amount secured by the mortgage or charge

- 1 all sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Bank,
- 2 all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent,
- 3 (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Debenture or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any Administrative Receiver or by any delegate or sub-delegate appointed by the Bank pursuant to the Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Administrative Receiver, delegate or sub-delegate as aforesaid, and all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Debenture, and

See Addendum 2/4

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

Bank Leumi (UK) plc (the "Bank"), 20 Stratford Place, London

Postcode W1C 1BG

Presenter's name address and reference (if any)

FAO Emily Shrimpton  
DLA Piper UK LLP  
3 Noble Street  
London EC2V 7EE  
DX 33866 Finsbury Square  
Ref EBS/33067/120286

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

WEDNESDAY



A45 \*A8JN8PSD\* 23/05/2007 567  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and to the intent that the security created shall rank as a continuing security for the payment of all principal and other monies intended to be secured charges to the Bank

1 by way of legal mortgage all estates and interests in any freehold and/or leasehold property referred to in the First Schedule hereto and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property (the "Legally Mortgaged Property") and/or the proceeds of sale thereof,

2 by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (the "Equitably Charged Property") and/or the proceeds of sale thereof,

3 by way of fixed charge all book debts and other debts now and from time to time due or owing to the Company and all proceeds thereof and the benefit of all rights relating thereto (the "Book and other Debts"),

See Addendum 4/4

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 22 May 2007

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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
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- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Please do not write in this margin

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

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

† delete as appropriate

00558456

Name of company

\*insert full name of Company

\* Martins Properties Limited (the "Company")

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)

4 interest on the foregoing (as well after as before any demand judgment or the liquidation or the administration of the Company and notwithstanding that any account intended to be hereby secured may for any cause cease to be carried on as an ordinary banking account) on a daily basis until full discharge at the Interest Rate by payments in arrears on the Bank's usual charging days or on such other days or upon such other terms as the Bank may from time to time agree, with such interest to be compounded in accordance with the Bank's usual practice in the event that it is not punctually paid with monthly rests (or with such other rests as may be specified by the Bank) but without prejudice to the rights of the Bank to require payment of such interest when due

In this form -

"the 1985 Act" means the Companies Act 1985,

"Administrative Receiver" means any person (or persons) to be a receiver of the Charged Property or any part or parts thereof ,

"Associated Company" means a company which would be a Subsidiary within the meaning of Section 736 of the 1985 Act if the relevant holding of equity share capital were more than twenty per cent (rather than half) in nominal value,

"Interest Rate" means a rate specified in facility or other letters issued to the Company by the Bank or such other interest rate as may be stipulated by the Bank at any time by notice in writing to the Company, or as may from time to time be otherwise agreed between the Company and the Bank or in the absence of any of the foregoing at the Standard Rate of the Bank as stipulated from time to time by notices displayed in the offices of the Bank,

"Subsidiary" are respectively as defined in Section 736 of the 1985 Act,

THE FIRST SCHEDULE

The Legally Mortgaged Property

None

THE SECOND SCHEDULE

Existing Mortgages Charges and/or other Encumbrances

None

Addendum 3/4

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



Name of company

\*insert full name of Company

\* Martins Properties Limited (the "Company")

Addendum 4/4

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

4 by way of fixed charge all credit balances of the Company with other bankers or third parties ("the Credit Balances"),

5 by way of fixed charge all stocks shares and/or other securities ("the Securities") now or at any time during the continuance of this security belonging to the Company (including without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in each of the following categories

5 1 in (or from) any Subsidiary or Associated Company of the Company, and/or

5 2 which or the certificates of which are now or may at any time hereafter be deposited with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or its nominees,

and all rights in respect of or incidental to the Securities specified in paragraphs 5 1 and 5 2 above,

6 by way of fixed charge all documents which have been or may from time to time be deposited with the Bank and which are not charged to the Bank pursuant to the foregoing sub-clauses or pledged under condition 9 of the Debenture, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof ("the Deposited Property"),

7 by way of fixed charge the goodwill, licences, patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, rights in the nature of copyright and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company ("the Goodwill and Intellectual Property"),

8 by way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge ("the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Credit Balances, the Securities, the Deposited Property, the Goodwill and Intellectual Property and all other property hereby mortgaged or charged collectively called "the Charged Property")

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

The security created by the Debenture shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security (whether by way of mortgage, equitable charge or otherwise howsoever) which the Bank may now or at any time hereafter hold on all or any part of the assets of the Company for or in respect of all or any part of the indebtedness and liabilities hereby secured

Without prejudice and in addition to all other restrictions contained in the Debenture (including without limitation Clauses 3 3 4 and 3 11 1 1 of the Debenture) the Company hereby covenants with the Bank not without the prior written consent of the Bank to create or permit to subsist any mortgage or charge or other encumbrance in favour of any third party of or affecting the Charged Property or any part or parts thereof other than

1 the existing mortgages, charges and/or other encumbrances (if any) of which brief particulars are set out in the Second Schedule hereto, and limited to the maximum principal sums specified in respect of each such mortgage, charge or other encumbrance in the said Schedule,

2 arising by operation of law,

3 particular liens arising in the ordinary course of business, otherwise than for obligations more than thirty days overdue which have not been contested in good faith,

4 pledges or charges created for the purpose of financing contracts in the ordinary course of business for the purchase or sale of

Company number

00558456

Name of company

\*insert full name  
of Company

\* Martins Properties Limited (the "Company")

goods

FILE COPY



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

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

COMPANY No 00558456

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th MAY 2007 AND CREATED BY MARTINS PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK LEUMI (UK) 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 23rd MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 2007



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

00558456