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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

142689/13

395

A fee of £13 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

1215

00558456

Name of company

* Martins Properties Limited (the "Mortgagor")

Date of creation of the charge

27 August 2008

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

Legal Mortgage (the "Deed")

Amount secured by the mortgage or charge

7
10.
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 Mortgagor 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 Mortgagor 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 Mortgagor or the Property or in towards or incidental to the preparation completion perfection enforcement or realisation of the Deed or the sale or other conversion of the Property into money or of any guarantees or security for the liabilities of the Mortgagor including legal and other costs on a full indemnity basis and Value Added Tax thereon, ("Secured Obligations")

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)

Tracy Howell
DLA Piper UK LLP
3 Noble Street
London EC2V 7EE
DX 33866 Finsbury Square

Ref TH/33067/200268

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



AHSMU313

A39

11/09/2008

224

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

CHARGE

1 A charge by way of legal mortgage the Property (which is defined in Clause 22.2 of the Deed) and the proceeds of sale thereof and all compensation or grants payable or paid to or recoverable by the Mortgagor in respect of the Property and all other estates and interests which the Mortgagor 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 assigned the same (subject to re-assignment on redemption)

2 A charge by way of floating security over all its property and assets of whatsoever nature now or in the future owned or acquired by the Mortgagor

3 A specific equitable charge over any shares or membership rights or other rights (the "Shares") which the Mortgagor owns in any Mortgagor or association of any kind connected or associated with the Property or the Mortgagor's estates or interests in the Property including any shares in any management company or tenants' association

(see addendum 4/4)

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DLA P. per

Date

8.9.2008

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)*

Notes

† delete as
appropriate

- 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 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**.

Name of company

*insert full name
of Company

* Martins Properties Limited (the "Mortgagor")

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)

Note.

In this form:-

"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 21 of the Deed and where the Mortgagor is a company giving the floating security contained in Clause 22 of the Deed the phrase the "Property" includes the assets charged by that clause

THE FIRST SCHEDULE

(Details of the property legally mortgaged)

Registered Land:

County and District	Northamptonshire Kettering
(or London Borough)	
Property	Land and buildings on the west side of Trafalgar Road, Kettering
Title Number	NN265126

THE SECOND SCHEDULE

(Details of any prior mortgages or charges referred to in clause 5.8)

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 "Mortgagor")

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 Deed) in respect of the Property (other than the third party and public liability policies) and all monies or proceeds paid or payable under the Deed but subject to all rights powers and other matters having actual priority in law to the rights conferred and the obligations imposed by the Deed (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 Mortgagor 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 on the Property and any other persons firm or company now or from time to time under contract with or under a duty to the Mortgagor including (without limitation) the right to prosecute in the name of the Mortgagor 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) to the Bank as a continuing security for the payment or discharge on demand of all moneys obligations and liabilities covenanted to be paid or discharged by the Mortgagor to the Bank under clause 1 of the Deed

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 Mortgagor 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 under the Deed without the necessity for such demand to refer expressly to such crystallisation

OBLIGATIONS OF THE MORTGAGOR

The Mortgagor 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 Mortgagor 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 Mortgagor 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 under the Deed and the 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 558456
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 27
AUGUST 2008 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 11
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 SEPTEMBER
2008

Dx need



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES