

# M

CHFP025

Please do not  
write in  
this marginPlease 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****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

4

2457984

Name of company

\* Gamma Estates Limited (the "Assignor")

Date of creation of the charge

12 July 2007

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

Rent Assignment Deed (the "Deed")

Amount secured by the mortgage or charge

All the Assignor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges, commission, Interest and Expenses (the "Assignor's Obligations")

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

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh (the "Bank")

Postcode EH2 2YB

Presenter's name address and  
reference (if any)FAO Andrea Haughton  
DLA Piper UK LLP  
3 Noble Street  
London EC2V 7EE  
DX 33866 Finsbury Square  
Ref ANH/68860/120396

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

FRIDAY

A51 27/07/2007 749  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Assignor with limited title guarantee assigns to the Bank all
- 1 1 its right title and interest in and to the Rents, T<sub>45</sub>
- 1 2 rights and remedies of the Assignor arising out of or in connection with any failure by the Tenant to pay the Rents (including the right to forfeit the Leases),
- 1 3 the benefit of any surety or guarantee covenant given in respect of the obligations of the Tenant (including without prejudice to the generality thereof the right to compel any such surety or guarantor to take a new lease of the Demised Premises)

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

*MA Rife*

Date

*26 July 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

Name of company

\*insert full name  
of Company

\* Gamma Estates Limited (the "Assignor")

## 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 -

"Assigned Property" means the property assigned to the Bank by clause 2 of the Deed and clause 1 hereto,

"Debtor" means Structadene Limited Company Number 1397642,

"Demised Premises" means the respective premises demised by the Leases,

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Assigned Property the Demised Premises or the Assignor's Obligations or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred,

"Holding" means the properties and any building thereon brief particulars of which appear in the schedule hereto and that expression shall (where the context admits) mean each and any of the properties or all of them,

"Interest" means the Interest at the rate(s) charged to the Debtor by the Bank from time to time,

"Leases" means any lease or tenancy of the Holding or leases or tenancies of parts presently subsisting at the date of the Deed and any other leases of the Holding or any part thereof granted within 21 years of the date of the Deed and that expression shall (where the context admits) means any such lease or leases or all of them,

"Rents" means the clear yearly rents reserved or to be reserved by the Leases including any increased rents which may be payable under the rent review provisions contained in the Leases and including the rent reserved by the Leases and including the rent reserved by the Leases but such expression shall exclude any service charge or insurance rent due under the Leases,

"Tenants" means the Tenants named in the Leases and their respective successors in title and assigns and each and any one of them or all of them (as the context so admits),

## SCHEDULE

Administrative Area	London Borough of Islington
Description	387 and 389 Liverpool Road, London N1 1NP
Tenure	Freehold
Title Number	LN100388 and LN229526

Name of company

\*insert full name  
of Company

\* Gamma Estates Limited (the "Assignor")

Addendum 3/4

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

Addendum 4/4

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

**CONTINUING SECURITY**

The Deed shall be continuing security notwithstanding the death or disability of the Assignor until the expiry of one month from the date of receipt by the Bank of written notice to the Bank by the Assignor or his personal representatives to discontinue the security created by the Deed

Notwithstanding notice of discontinuance under Clause 3(a) the Deed shall remain valid security for all the Assignor's Obligations as at the date of expiry of the notice

**FURTHER ASSURANCE**

The Assignor will at the Assignor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Assignor's Obligations

**NEGATIVE COVENANTS**

The Assignor shall not without the prior written consent of the Bank further assign or create any encumbrance over the Assigned Property or any part thereof

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02457984

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT ASSIGNMENT DEED DATED THE 12th JULY 2007 AND CREATED BY GAMMA ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st JULY 2007

*P. A.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES