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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**

A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.

088335/182

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



2518921

Name of company

* Julius A Meller Management Services Limited ("the Company")

Date of creation of the charge

25th July 2006

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

Legal Charge between the Company and Clydesdale Bank Public Limited
Company ("the Bank")

Amount secured by the mortgage or charge

The Company covenants with the Bank to pay and discharge to the Bank on demand:

(i) all monies and liabilities which now or shall at any time be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and the liabilities which the Company covenants to pay and discharge under the Legal Charge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Company and the Bank;

(ii) on a full and unlimited indemnity basis all costs charges losses
(See Continuation Sheet 1)

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

Clydesdale Bank Public Limited Company
30 St Vincent Place
Glasgow

Postcode G1 2HL

Presenter's name, address and
reference (if any):

Howard Kennedy
19 Cavendish Square
London
W1A 2AW
DX 42748 Oxford Circus
North

Time critical reference
CW4/015207.00042

For official use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company charges by way of legal mortgage the property described in the first schedule to the Legal Charge and any part of it ("the Property") (with the intent that the security constituted shall extend to and include the Company's full title interest in the Property or in the proceeds of sale thereof) subject only to any incumbrances referred to in the second schedule to the Legal Charge.

Under the terms of the Legal Charge the Company covenants with the Bank that it will:

(i) ensure that all sums payable under any policies of insurance are paid to the Bank and if the same are not paid directly to the Bank by the insurers but paid to the Company then the Company shall be trustee of the same for the benefit of the Bank and shall account to the Bank accordingly;

(ii) not without the prior consent in writing of the Bank create or

(See Continuation Sheet 1)

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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)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Harold Kennedy

Date *26th July 2006*

On behalf of [company] [mortgagee/chargee]

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 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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. 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 CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

2518921

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Name of company

Julius A Meller Management Services

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any receiver or receiver and manager for the time being appointed by the Bank under the Legal Charge ("Receiver") and in relation to the Legal Charge or the Secured Amounts or any other security held or offered to the Bank in respect thereof (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation or preparation execution registration and perfecting of the Legal Charge or with any proceedings by or against any third party relation to the Property (as defined in this Form 395) or to the security constituted by the Legal Charge or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Legal Charge or any other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings under the Legal Charge or under any other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Legal Charge and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Property.

(iii) interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Legal Charge computed and compounded as agreed from time to time between the Company and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per cent) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Company.

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

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

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attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect any part of the Property;

(iii) not without the prior written consent of the Bank grant or agree to grant any licence or tenancy affecting all or any part of the Property nor exercise the powers of leasing or agreeing to lease or if accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable interest in or in the proceeds of sale of the Property or any part thereof nor part with possession thereof; and

(iv) procure that no person shall become entitled to assert any proprietary or other like right or interest over the Property without the prior written consent of the Bank.

The property referred to in the first schedule of the Legal Charge is as follows:

Description

All that leasehold land and premises being part of the first floor and garage of 36/37 Chagford Street, London NW1 as the same is comprised in a lease dated 22 January 1999 made between Hampstead Homes (London) Limited (1) and Julius A Meller Management Services Limited (2) for a term of 10 years starting on 25 December 1998.

The incumbrances referred to in the second schedule of the Legal Charge are as follows:

Not applicable

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02518921

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 25th JULY 2006 AND CREATED BY JULIUS A MELLER MANAGEMENT SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED COMPANY 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 29th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd AUGUST 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

R. Row