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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

00400041

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3][1][1][1]

2896868

Name of company

* DCD London & Mutual PLC

Date of creation of the charge

13 December 2007

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

Legal Charge

Amount secured by the mortgage or charge

Rider 1 (see attached)

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

Habib Bank AG Zurich of Habib House, 42 Moorgate PO Box 42, London

Postcode EC2R6JJ

Presentor's name address and
reference (if any)

CMS Cameron McKenna LLP

Mitre House

160 Aldersgate Street

London

EC1A 4DD

zma/0H0447.00423

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LUD5RVVE

LD2

28/12/2007

115

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Rider 2 (see attached)

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed CMS Ceresa McKenna LLP

Date 28 December 2007

On behalf of XXXXXXXXXXXXXXXXXX [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**.

Form M395 - Particulars of Mortgage or Charge

NAME OF CHARGOR: DCD London & Mutual PLC (the "Chargor")

CHARGOR NUMBER: 2896868

DOCUMENT: Legal Charge (the "Deed") dated 13 December 2007 and made between the Chargor (1) and Habib Bank AG Zurich (the "Bank") (2)

RIDER 1

AMOUNT SECURED

- 1 All sums of money and all liabilities (including further advances made hereafter by the Bank and secured directly or indirectly by the Deed) now or at any time (and whether before or after demand for payment by the Bank has been made) due or owing from or incurred by the Chargor (whether actually or contingently and whether solely or jointly and/or severally with any other or others in partnership or otherwise and whether as principal or surety and notwithstanding that the same may at any earlier time have been owing or incurred to some other person and have subsequently become owing to or outstanding in favour of the Bank by whatever means) to the Bank on any current or other account or upon any discount or in any manner whatsoever including discount commission interest (interest being payable at the Interest Rate such interest to be paid on the Interest Dates and to be compounded with rests on such Interest Dates in the event of its not being duly or punctually paid) and all other banking charges and legal administrative and other costs charges and expenses (on a full indemnity basis) which the Bank may charge or incur in respect of any of the foregoing matters or the creation protection or enforcement of the security constituted by or pursuant to the Deed and a reasonable fee for any work undertaken by the Bank in relation to such enforcement, and
 - 2 interest on such moneys and liabilities payable under the Deed
- ("Secured Obligations") which expression shall include all other moneys for the time being payable under or secured by the Deed and the whole or any part or parts of such moneys

Form M395 - Particulars of Mortgage or Charge

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CHARGOR NUMBER: 2896868

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RIDER 2

PARTICULARS OF ALL THE PROPERTY CHARGED

With full title guarantee and without the benefit to the Chargor of s6(2) Law of Property (Miscellaneous Provisions) Act 1994 (and to the intent that the security so constituted shall be a continuing security in favour of the Bank for the Secured Obligations extending to all beneficial interests of the Chargor in the property hereby charged and to any proceeds of sale or other realisation thereof or any part thereof) the Chargor -

- A charges the Mortgaged Property (as defined below) by way of legal mortgage
- B charges by way of fixed charge all shares rights benefits and advantages at any time arising in any residents' or management company connected with the Mortgaged Property and in which the Chargor is entitled now or from time to time
- C (in the event only of the Chargor being a body corporate) charges by way of first floating charge all the Chattels (as defined below)
- D (in the event only of the Chargor being a body corporate) charges by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Chargor and arising in connection with the Mortgaged Property or any business at any time carried on thereon and the proceeds thereof including (without limitation)
 - (i) any amounts owing to the Chargor by way of rent licence fee or service charge by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents and rent-charges owing to the Chargor in connection with the Mortgaged Property (and in each case the proceeds thereof),
 - (ii) any amounts owing or which may become owing to the Chargor under any building construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Chargor's rights under any retention or other trusts in connection therewith whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof)
- E assigns to the Bank the goodwill of the business (if any) now or at any time hereafter carried on by the Chargor at the Mortgaged Property and the full benefit of the Mortgaged Licences (as defined below) (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Chargor by virtue of the Licensing Act 1964 or any other statutory enactment to have receive and hold the same unto the Bank absolutely subject to redemption upon payment of all the Secured Obligations

- F assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property the Chargor will at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property hereinafter granted to secure the Secured Obligations such assignments to be prepared by or on behalf of the Bank at the cost of the Chargor and to contain all such clauses for the benefit of the Bank as the Bank may require provided that if at any time the Secured Obligations shall have been paid or discharged in full the Bank will at the request and cost of the Chargor re-assign any such guarantees and covenants which may have been assigned to the Bank by or pursuant to the provisions referred to in this paragraph to the Chargor
- G assigns to the Bank the right to receive and the full benefit of all rentals payable to the Chargor by any tenant (present or future) of the Mortgaged Property provided that if at any time the money and liabilities secured by the Deed shall have been paid or discharged in full the Bank will at the request and cost of the Chargor re-assign such rights and benefits to the Chargor and the Chargor covenants with the Bank to give such notice of such assignment to such tenant in such form as the Bank may require promptly on being requested by the Bank so to do

N B The Deed also contains the following provisions

- 1 The Bank shall be entitled at any time by notice in writing to the Chargor to convert the floating charge referred to in paragraph C above into a fixed charge affecting all the Chattels which for the time being are the subject of such floating charge or as the case may be such of the said Chattels as are specified by such notice
- 2 The Chargor shall not
 - (a) without the previous written consent of the Bank create or permit to exist or arise any mortgage legal charge further charge debenture deposit of deeds pledge lien or other encumbrance or security whatsoever on or in respect of the Mortgaged Property
 - (b) without the Bank's prior written consent sell assign license sub-license discount factor or otherwise dispose of or deal in any other way with the Mortgaged Property provided that in the event of the Chargor being a body corporate this restriction shall not prevent the Chargor
 - (i) dealing with the proceeds of book an other debts monetary claims and choses in action rentals or other payments referred to in paragraph D above by collecting the same in the ordinary course of business and paying the same into its account(s) with the Bank (or into such account or accounts as the Bank may stipulate whether or not being an account or accounts in the name of the Chargor), and
 - (ii) selling or otherwise disposing of all or any part of the Chattels by way of sale assignment licence or sub-license in the ordinary course of business
 - (c) Not without the Bank's prior written consent to exercise the powers of leasing agreeing to lease and accepting surrenders of leases and agreements for lease conferred on the Chargor by Sections 99 and 100 of the Law of Property Act 1925 or to vary or permit the assignment or underletting of the Lease (as defined below) and/or the Tenancies (as defined below) and not to permit any parting with or sharing of the possession or occupation of the Mortgaged Property (as defined below)

(a)

SCHEDULE OF DEFINITIONS AND INTERPRETATION

- 1 The following terms shall have ascribed to them the following meanings.
- 1 1 the "Assigned Property" means all that property rights and benefits assigned by way of mortgage to the Bank referred to in paragraphs E and F above
- 1 2 the "Bank" has the meaning ascribed to it above including its successors in title and assigns in respect of the Deed
- 1 3 the "Chargor" has the meaning ascribed to it above including the Chargor's successors in title and if the term includes more than one person it shall mean all or any one or more of those persons and the obligations of the Chargor shall be both joint and several
- 1 4 the "Chattels" means all stock goods movable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property belong to the Chargor or in which the Chargor has an interest
- 1 5 "Environmental Laws" means all laws (statutory common law or otherwise) including without limitation circulars guidance notes and codes of practice from time to time regulating the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety the workplace the environment or the provision of energy (including without limitation the Health and Safety at Work etc Act 1974 the Control of Pollution Act 1974 the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991 the Water Resources Act 1991 the Statutory Waste Companies Act 1991 the Water Consolidation (Consequential Provisions) Act 1991 the Clean Air Acts the Alkali & c Works Regulation Act 1906 the Planning Hazardous Substances Act 1990 the Public Health Acts and the Radioactive Substances Act 1960 and any European Community legislation regulating the same) from time to time in force and any other instrument plan regulation permission authorisation and direction made or issued thereunder or deriving validity therefrom
- 1 6 "Environmental Licence" means any permit licence authorisation consent or other approval required by or given pursuant to any Environmental Laws
- 1 7 the "Interest Dates" means such date for payment of interest as may from time to time be agreed between or binding on the Chargor and the Bank or in the absence of such agreement on such date as the Bank may from time to time determine
- 1 8 the "Interest Rate" means such rate of interest as may from time to time be agreed in writing between or binding on the Chargor and the Bank or in the absence of such agreement at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgement)
- 1 9 the "Lease" means (including the same as may be varied from time to time) the lease underlease agreement or other document or documents under which the Mortgaged Property if leasehold is held and any and every continuation thereof or substitution therefor
- 1 10 the "Mortgaged Licences" means all present and future licences (if any) (excluding Environmental Licences) held in connection with any business at any time carried on by the Chargor at the Mortgaged Property
- 1.11 the "Mortgaged Property" means the freehold property known as the land and Buildings at 142-146 (even) Old Street London (Title number 269301) (and in the case of the leasehold property

any present or future right interest or term conferred upon the Chargor in relation thereto by virtue of any legislation including (without limitation) Part 11 of the Landlord and Tenant Act 1954 and the Leasehold Reform Housing and Urban Development Act 1993) together with all buildings trade and other fixtures and fittings fixed plant and machinery from time to time thereon together with where the context requires or admits the Chattels the Assigned Property and the Shares and in all cases where the context requires or admits the term shall include both the whole and each and any part or parts of the Mortgaged Property provided that the term "Mortgaged Property" shall not include any item belonging to the Chargor (or any party comprised in the expression the "Chargor") or in which the Chargor (or such party) may have an interest being an item which would or would be deemed to be a "personal chattel" within the Bills of Sale Act 1878 and shall not include any item (if not already excluded by the foregoing) which would lead to the Deed being considered to be a bill of sale

- 1 12 the "Planning Acts" means all legislation from time to time regulating the development use safety and control of property including without limitation the Town and Country Planning Acts from time to time in force and any other instrument plan regulation permission and direction made or issued thereunder or deriving validity therefrom
- 1 13 the "Prior Charge" means the charge or charges (if any) specified in the Second Schedule of the Deed (none at the date of the Deed) and to which on the date of the Deed the Mortgaged Property or such part of it as is charged by the Prior Charge is subject but without prejudice to any subsequent agreement relating to priorities between the Deed and the Prior Charge
- 1 14 the "Receiver" means any receiver or receivers appointed by the Bank under or pursuant to the provisions of the Deed
- 1 15 the "Shares" means all those shares rights benefits and advantages charged by way of fixed charge to the Bank referred to in paragraph B above
- 1 16 the "Tenancies" means each and all tenancies (if any) howsoever created existing at the date hereof and in respect of which details have been given prior to the date hereof by the Chargor to the Bank together with each and all tenancies (if any) created during the continuance of the Deed by or with the consent of the Bank in accordance with the provisions of 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 02896868

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 13th DECEMBER 2007 AND CREATED BY DCD LONDON & MUTUAL PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HABIB BANK AG ZURICH 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 28th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 2008

A handwritten signature in black ink, consisting of stylized, overlapping loops.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES