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CHFP041

COMPANIES FORM No. 395

382948

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Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

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in black type or
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lettering

* Insert full name
of company

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

For official use Company number

4

03244100

Name of company

* Estates & Management Limited (the "Company")

Date of creation of the charge

7 July 2003

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

Documents Charge (the "Charge")

Amount secured by the mortgage or charge

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower (as defined below) to the Beneficiaries (as defined below) under the Finance Documents (as defined below) whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under the Charge (the "Liabilities").

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

Barclays Bank PLC (the "Bank")

54 Lombard Street
London

Postcode EC3P 3AH

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

Osborne Clarke
Hillgate House
26 Old Bailey
EC4M 7HW
DX 466 LDE
ref:DPLM/0874975/500055

Time critical reference

For official use
Mortgage section

Post room



A24
COMPANIES HOUSE

0573
16/07/03

Short particulars of all the property mortgaged or charged

The Company has with full title guarantee charged the Documents (as defined below) to the Bank.

Negative Pledge

So long as the Liabilities are outstanding the Company may not and has covenanted that it shall not without the prior written consent of the Bank:

1. create or attempt or contract to create or suffer or permit to subsist, any Security Interest (as defined below) over the Documents nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and to ensure that the Documents remain subject to the security created by the Finance Documents;
2. sell, convey, assign, release, exchange, set-off, compound, factor, discount, dispose, realise or transfer any of the Documents or any interest in them, nor part with possession of any of the Documents or enter into any sharing arrangement, grant any licence (occupation or otherwise) or right to possession of any of them, nor grant any easement, nor enter into any covenant or grant any other proprietary right or interest in relation to the Documents, nor enter into any agreement to (please see continuation sheet 1 page 4)

Please do not write in this margin

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

A fee of £10 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 Osborne Clarke

Date 15/7/03

On behalf of [company] ~~[mortgagee/chargee]~~*

*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. 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

03244100

Please complete
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in black type, or
bold block lettering

Name of company

Estates & Management

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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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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to effect any of the same; nor

3. take any step (including presentation of a petition, commencement of legal proceedings, convening of a meeting or effecting a resolution) in relation to its insolvency and will notify the Bank promptly on becoming aware that any other party proposes to do so.

Definitions

"Beneficiaries" means each and all of the Bank, the Hedging Counterparty (as defined below) and the Lenders (as defined below) (each a "Beneficiary").

"Borrower" means Fairhold Holdings Limited (company number 04080387) whose registered office is at Euro House, 131-133 Ballards Lane, London N3 1GR.

"Database" means the database of the Properties (as defined below) (contained, on the date of this agreement, on a Portfolio Management System, version 1.9433) owned by the Owner (as defined below) and maintained and operated by the Managing Agent (as defined below) including:

- (a) an identification description of the Property;
- (b) the Land Registration number of the Property;
- (c) the owner of the Property; and
- (d) ancillary information in respect of the Property.

"Debenture" means a debenture entered into by the Borrower and the Guarantors (as defined below) (1) and the Bank (2) dated 7 July 2003.

"Documents" means (in whatever format such may be held) any plans drawings specifications calculations records and other documents or items prepared by or on behalf of the Managing Agent and/or the Owner in relation to the Property (including the Database) and all revisions and additions of those documents.

"Duty of Care Agreement" means any duty of care agreement in relation to the management of the Property between the Managing Agent (1), the Borrower (2) and the Bank (3) in a form approved by the Bank.

"Facility Agreement" means that facility agreement dated 7 July 2003 made between Barclays Bank PLC (as agent) (1) the Bank as lender (2) the Bank as security trustee (3) and the Borrower (4) and any letter, charge, deed or other instrument issued or entered into pursuant or supplemental to it.

"Fees Letter" means the letter dated 7 July 2003 from the Bank to the Borrower and countersigned by the Borrower setting out fees payable by the Borrower to the Bank.

"Finance Documents" means each and all of this agreement, the Security Documents (as defined below), the Fees Letter (as defined), the Hedging Arrangement (as defined below) and all other documents or instruments granted or created in favour or for the benefit of the Beneficiaries under the Charge and any other document so designated by any of the parties and the Bank now or in the future.

(please see continuation sheet 2 page 4)
ref: DPLM/0874975/500057/MAM

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

03244100

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

Name of company

Estates & Management

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

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

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

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

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"Guarantors" means each and together the following parties: Attic Properties Limited (company number 03545853), Sidewalk Properties Limited (company number 03475355), Devon Chalets Limited (company number 03460392), Owners Provident Limited (company number 03094366), Tyrecard Limited (company number 03322473), Denetower Limited (company number 01197872), Realgate Limited (company number 03465262), Fairhold Limited (company number 03007876), Fairhold (Huddersfield) Limited (company number 03037726), Denetower Investment Properties Limited (company number 02261741), West Lancashire Investments Limited (company number 00772962), Fairhold (Midlands) Limited (company number 03087367), Estates & Management Limited (company number 03244100), Homestead Insurance Services Limited (company number 03472637), Dewgift Limited (company number 03359924), Lylebourne Limited (company number 03513317) and Tilebourne Limited (company number 03505171) together with their successors and assigns.

"Hedging Arrangement" means any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement whether or not in relation to the Finance Documents.

"Hedging Counterparty" means the party or parties to the Hedging Arrangement (as defined) other than the Borrower whether or not such party is the Bank and/or the Lenders.

"Lenders" means Barclays Bank PLC.

"Managing Agent" means Estates & Management Limited (company number 03244100) or such other person approved by the Bank appointed or to be appointed as a managing agent of the Property under a managing agent's agreement approved by the Bank.

"Mianda" means Mianda Properties Limited (registered number 544003) whose registered office address is Beaufort House, PO Box 438, Road Town, Tortola, British Virgin Islands.

"Obligor" means each and all of the Parent, the Borrower and the Guarantors.

"Owner" means Owners Provident Databases Limited (company number 03094404) both of whose registered office is at Euro House 131-133 Ballards Lane London N3 1GR including its successors and assigns.

"Parent" means Moormead Property Holdings Limited, a company registered in the Bahamas under Company Number 75785B, whose registered office is at Suite 205, Saffrey Square, PO Box No 8188, Bank Lane, Nassau, Bahamas, including its successors and assigns.

"Property" means the property and rentcharges details of which are set out in schedule 2 of the Debenture (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it.

(please see continuation sheet 3 page 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Forms Nos 395 and 410 (Scot)

Company number

03244100

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

Name of company

Estates & Management

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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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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"**Security Documents**" means each and all the documents listed in Schedule 4 of the Facility Agreement (as defined) namely:

1. A debenture containing (amongst other things) a floating charge over the whole of the Obligors' (other than the Parent's) undertaking, first fixed legal charges over the Property and a charge over the shares of each of the Obligors other than the Parent,
 2. A charge from the Parent over the shares in the Borrower,
 3. A charge from the Managing Agent and the Owner over their intellectual property relating to the Property including the Database,
 4. A charge from Mianda (as defined) over its interest in the Warrant (not defined),
 5. A guarantee from the Guarantors,
 6. The Duty of Care Agreement,
- and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Bank and/or the Lenders under the Facility Agreement and any other document so designated by the parties now or in the future.

"**Security Interest**" means any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

ref:DPLM/0874975/500125/MAM

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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. 03244100

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DOCUMENTS CHARGE DATED THE 7th JULY 2003 AND CREATED BY ESTATES & MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO THE BENEFICIARIES 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 16th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JULY 2003.

*DX
Ran*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES