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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

4111

3775821

Name of company

* Badminton Court Properties Limited (the "Chargor")

Date of creation of the charge

29 September 2009

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

Debenture between (1) the Chargor and (2) Coutts and Company (the
"Debenture")

Amount secured by the mortgage or charge

As specified in part one of the attached schedule.

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

Coutts and Company (registration number 36695) whose registered office is
situated at 440 Strand London

Postcode WC2R 0QS

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

Forsters LLP
31 Hill Street
London
W1J 5LS

ARC/29576.3

Time critical reference

For official Use (06/2005)
Mortgage Section

WEDNESDAY
14/10/2009



ANY9AE3V

A25 14/10/2009 344
COMPANIES HOUSE

AQ9NODUR

A35 05/10/2009 18
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As specified in part two of the attached schedule.

NB part three of the attached schedule contains certain restrictions on the Chargor which further define the Debenture and should be read together with the Debenture.

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legibly, preferably
in black type, or
bold block
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 2 October 2009

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

SCHEDULE

Schedule to the Form 395 in respect of the Debenture given by Badminton Court Properties Limited (the "Company") in favour of Coutts & Company (the "Bank") dated 29 September 2009 (the "Form 395")

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

"Company" means Badminton Court Properties Limited (company registration number 3775821) whose registered office is at 9 Queens Road Bournemouth Dorset BH2 6BA;

"Company's Obligations" means all the Company'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 and commission Interest and Expenses;

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

"Interest" means Interest at the rate(s) charged to the Company by the Bank from time to time;

"Property" means the whole and any part of the undertaking property and assets of the Company;

"Receiver" means any Receiver appointed by the Bank.

Part One

The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge the Company with full title guarantee charges to the Bank the following outlined in Part Two.

Part Two

1.

1.1 As a continuing security for the payment the Company with full title guarantee:

- (a) charged to the Bank, by way of legal mortgage, all the freehold and leasehold property now vested in or charged to the Company; and
- (b) charged to the Bank, by way of fixed charge, all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by clause 1.1(a);
- (c) charged to the Bank, by way of fixed charge,

CIP + 95

- (i) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
 - (ii) all plant and machinery of the Company present and future and all associated warranties and maintenance contracts;
 - (iii) all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
 - (iv) all the goodwill of the Company present and future;
 - (v) all the uncalled capital of the Company present and future;
 - (vi) all stocks, shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching the same;
 - (vii) all Intellectual Property Rights choses in action, licenses and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names; and
 - (viii) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any future transactions or treasury instrument made with the Bank or any third party.
- (d) charged to the Bank by way of floating charge, all property assets and rights of the Company present and future not subject to a fixed charge under this deed or any other security present or future held by the Bank.

Part Three

2

2.1 The Company will not without the previous written consent of the Bank:

- (a) create or permit to arise any mortgage charge or lien on the Property;
- (b) dispose of the Property charged by clauses 1.1(a-c) inclusive;
- (c) accept payment in advance of a call for or call up any uncalled capital;
- (d) deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like;
- (e) dispose of the Property charged by clause 1.1(d) other than in the ordinary course of business;

- (f) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it; and
- (g) if the Bank does not consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or charge.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3775821
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
SEPTEMBER 2009 AND CREATED BY BADMINTON COURT
PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO COUTTS AND
COMPANY ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 14 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER
2009

*PO
Jed*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES