

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

1963101322

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

141

4524346

Name of company

\* London & Regional (Empire) Limited (the Company)

Date of creation of the charge

28 July 2006

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

Deed of charge (the **Deed**) between, amongst others, the Company and the Borrower Security Trustee (as defined below)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Beneficiary under each Finance Document, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the **Secured Liabilities**)

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

The Bank of New York (the **Borrower Security Trustee**) as agent and trustee for itself and each of the Borrower Secured Creditors, One Canada Square, London

Postcode E14 5AL

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

Allen & Overy LLP  
One New Change  
London  
EC4M 9QQ

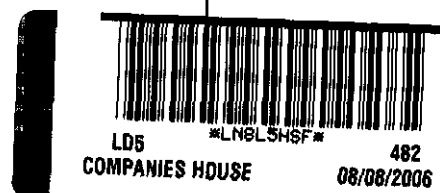
Doc No: ICM/3166856

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See continuation sheet

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

**A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)**

Signed

*Alan & Overy LLP*

Date

*04/08/06*

On behalf of ~~XXXXXX~~ [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 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

**1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1.1 Land**

(a) The Company has charged:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Part 1 of Schedule 2 to the Deed (as set out in the Schedule to this Form 395); and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

(b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

**1.2 Securities**

(a) The Company has charged by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**1.3 Plant and machinery**

The Company has charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

**1.4 Credit balances**

The Company has charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed and the Accounts) it has with any person and the debt represented by it.

**1.5 Book debts etc.**

The Company has charged by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it (including in respect of any intra-Group loans as permitted under the Finance Documents); and

- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

#### **1.6 Insurances**

The Company has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

#### **1.7 Other contracts**

The Company has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) under each appointment of a Property Manager;
- (e) under the Property Management Agreement;
- (f) under any agreement relating to the purchase of a Property by a Chargor;
- (g) under any Interest Rate Hedging Agreement;
- (h) under the Cash Management Agreement;
- (i) under the Tax Deed of Covenant;
- (j) under the Account Bank Agreement;
- (k) under the Rent Account Agreement;
- (l) under the Subscription Agreement;
- (m) under the Intra-Group Loan Agreement;
- (n) under the Intra-Group Subordinated Loan Agreement;
- (o) under each PFI Agreement; and
- (p) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of the Deed.

#### **1.8 Miscellaneous**

The Company has charged by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;

- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

## 1.9 Floating charge

- (a) The Company has charged by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed (but excepting from the foregoing exclusion all of the assets of the Company situated in Scotland or the rights to which are governed by Scots law, all of which assets are charged by the floating charge hereby created).
- (b) Except as provided below (and so far as permitted by law), the Borrower Security Trustee may by notice to the Company convert the floating charge created by the Company under the Deed into a fixed charge as regards any of the Company's assets specified in that notice, if:
  - (i) an Event of Default is outstanding; or
  - (ii) the Borrower Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by the Deed may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) The floating charge created by the Deed (so far as permitted by law) will automatically convert into a fixed charge over all of the Company's assets if an administrator is appointed or the Borrower Security Trustee receives notice of an intention to appoint an administrator.
- (e) The floating charge created by the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## 2. RESTRICTIONS ON DEALINGS

Except as expressly allowed in the Credit Agreement and the B Loan Agreement, the Company may not create or permit to subsist any Security Interest on any Security Asset (except as expressly allowed under the Finance Documents).

## 3. VOTING RIGHTS

- (a) Before the Security becomes enforceable:
  - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Borrower Security Trustee) be exercised in any manner which the Company may direct in writing; and

- (ii) all dividends or other income paid or payable in relation to any Investments must be paid to the General Account.
- (b) The Company must indemnify the Borrower Security Trustee against any loss or liability incurred by the Borrower Security Trustee as a consequence of the Borrower Security Trustee acting in respect of its Investments as permitted by the Deed on the direction of the Company.
- (c) After the Security has become enforceable, the Borrower Security Trustee may exercise (in the name of the Company and without any further consent or authority on the part of the Company) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

#### 4. DEFINITIONS

In this Form 395:

**Account** means the CSA Account, the Cash Collateral Account, the Emperor House Escrow Account, the General Account, the Borrower Transaction Account or the Rent Account.

**Account Bank** means The Bank of New York, acting through its offices at 48th Floor, One Canada Square, London E14 5AL, in its capacity as account bank or such other entity appointed as account bank from time to time, subject to and in accordance with the terms of the Account Bank Agreement.

**Account Bank Agreement** means the agreement dated on or about the date of the Deed between, among others, the Borrower and the Account Bank.

**Additional Guarantor** means a member of the Group which becomes a Guarantor after the date of the Issuer/Borrower Loan Agreement.

**Additional Property** means any real or heritable property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property.

**Additional Swap Counterparty** means any counterparty acceptable to the Borrower Security Trustee that has entered into Interest Rate Swaps with the Borrower and has acceded to the Finance Documents as a party by executing and delivering to the Borrower Security Trustee an accession agreement in a form satisfactory to the Borrower Security Trustee.

**Agreement for Lease** means an agreement to grant an Occupational Lease of all or part of a Property.

**B Lender** means IXIS Corporate & Investment Bank, London Branch.

**B Loan Agreement** means the credit agreement dated the date of the Deed between, among others, each Guarantor, the Borrower and the B Lender.

**Beneficiary** means:

- (a) the Issuer;
- (b) the Borrower Security Trustee;
- (c) the B Lenders;
- (d) the Cash Manager; and

(e) the Swap Counterparty.

**Borrower** means London & Regional Portfolio Finance Limited, a private company with limited liability incorporated under the laws of England and Wales, with registered number 5835838, having its registered office at 4th Floor, St Alphage House, 2 Fore Street, London EC2Y 5DH.

**Borrower Secured Creditors** means: (a) the Borrower Security Trustee and any agent or appointee thereof, (b) the Issuer, (c) the Cash Manager (in its capacity as cash manager to the Borrower), (d) the Swap Counterparty, (e) any receiver appointed under the Deed, (f) the B Lender and (g) any other creditor who accedes to the Deed from time to time in accordance with its terms and is designated a Borrower Secured Creditor by the Borrower Security Trustee and the Borrower.

**Borrower Transaction Account** means the current account designated the "Borrower Transaction Account" held with the Account Bank, with sort code 60-00-01, and account number 5520618262 or any other account designated as such by the Borrower and the Borrower Security Trustee.

**Cash Collateral Account** means any account designated as such under the terms of the Issuer/Borrower Loan Agreement.

**Cash Manager** means The Bank of New York, acting through its office at 48th Floor, One Canada Square, London E14 5AL, in its capacity as cash manager for the Issuer, the Borrower and the Propcos, subject to and in accordance with the terms of the Cash Management Agreement.

**Cash Management Agreement** means a cash management agreement dated on or about the date of the Deed between, among others, the Issuer, the Borrower, each Propco, the Cash Manager, the Note Trustee and the Borrower Security Trustee.

**Chargors** means Cochrane Square SPV Limited, London & Regional (Stockport) Limited, Haymarket SPV Limited, Cornice Properties Limited, Am-Coff Limited, Richian Limited, London & Regional (Trafalgar Square Hotel) Limited, London & Regional (Green Park Hotel) Limited, LR Investments Limited, LR Estates Limited, LR (Cardiff) Limited, LR (South Eastern) Limited, Bayford Properties Limited, Marshset Limited, Widerace Limited, London & Regional (Sheffield) Limited, Rubtrade Limited, LR (Stratford) Limited, London & Regional (Empire) Limited, London & Regional (Bewlay House) Limited and London & Regional Portfolio Finance Limited.

**Credit Agreement** means the Issuer/Borrower Loan Agreement.

**CSA Account** means any account designated as such under the Intercreditor Agreement.

**Emperor House Escrow Account** means the account designated as such under the terms of the Issuer/Borrower Loan Agreement.

**Event of Default** means an event specified as such in Clause 19 (Default) of the Issuer/Borrower Loan Agreement or in Clause 20 (Default) of the B Loan Agreement.

**Facility** means a facility under the Issuer/Borrower Loan Agreement or the B Loan Agreement.

**Finance Document** means:

- (a) the Issuer/Borrower Loan Agreement;
- (b) a Security Document;
- (c) the Tax Deed of Covenant;

- (d) the B Loan Agreement;
- (e) the Intercreditor Agreement;
- (f) the Interest Rate Hedging Agreement;
- (g) the Intra-Group Loan Agreement;
- (h) certain other ancillary documents; or
- (i) any other document designated as such by the Borrower Security Trustee and the Borrower.

**Finance Party** means:

- (a) the Issuer;
- (b) the Borrower Security Trustee;
- (c) the Cash Manager;
- (d) the Note Trustee; or
- (e) a Swap Counterparty.

**General Account** means the general account designated as such or any other account so designated by the Borrower and the Borrower Security Trustee in accordance with the Issuer/Borrower Loan Agreement.

**Group** means the London & Regional Group Holding Limited and its Subsidiaries.

**Guarantor** means an Original Guarantor or an Additional Guarantor.

**Intercreditor Agreement** means the intercreditor agreement dated the date of the Deed between, among others, the Borrower Security Trustee, the Issuer, the B Lender and the Swap Counterparty.

**Interest Rate Hedging Agreement** means, in respect of the Original Swap Counterparty, the ISDA Master Agreement between the Borrower and the Original Swap Counterparty dated on or about the date of the Deed together with the Schedules to, and Confirmations issued under such agreement and, in respect of any Additional Swap Counterparty, the ISDA Master Agreement between the Borrower and such Additional Swap Counterparty, together with the Schedules to, and Confirmation issued under such agreement.

**Interest Rate Swap** means any interest rate swap transaction entered into by the Borrower and the Swap Counterparty pursuant to the Interest Rate Hedging Agreement in relation to the Loans.

**Intra-Group Loan Agreement or IGLA** means the credit agreement dated the date of the Deed between each Propco as a borrower and the Borrower as lender.

**Intra-Group Subordinated Loan Agreement** means the subordinated loan agreement dated on or about the date of the Deed between each Propco.

**Investments** means:

- (a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets;
- (b) any dividend or interest paid or payable in relation to any of the above; and



- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

**Issuer** means London & Regional Debt Securitisation No. 2 PLC (registered in England and Wales with number 5835837).

**Issuer/Borrower Loan Agreement** means the loan agreement entered into on the date of the Deed between the Issuer, the Obligors, the Cash Manager, the Borrower Security Trustee and others.

**Lease Document** means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease;
- (c) a PFI Agreement; or
- (d) any other document designated as such by the Borrower Security Trustee, the Issuer and the Borrower.

**Loan** means a loan under the Issuer/Borrower Loan Agreement.

**Note Trustee** means The Bank of New York.

**Obligor** means the Borrower or a Guarantor.

**Occupational Lease** means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject.

**Original Guarantor** means each Original Propco.

**Original Propcos** means the Chargors (apart from the Borrower).

**Original Property** means each property listed in Part 2 of Schedule 1 (Original Parties and Properties) to the Issuer/Borrower Loan Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Original Property (together, the **Portfolio**).

**Original Swap Counterparty** means Morgan Stanley & Co. International Limited.

**PFI Agreement** means:

- (a) the agreements dated 22 December 1998 between London & Regional (Stockport) Limited, The Secretary of State for the Environment, Transport and the Regions and London & Regional (Bond St) Limited, in relation to Archer House, Stockport;
- (b) the agreements dated 2 March 1999 and 9 March 1999 between the Secretary of State for the Environment, Transport and the Regions acting through the Board of the Inland Revenue and Cochrane Square SPV Limited in relation to Cotton House, Glasgow; and
- (c) the agreements dated 26 February 1999 and 9 March 1999 between the Secretary of State for the Environment, Transport and the Regions acting through the Board of the Inland Revenue and Haymarket SPV Limited in relation to Elgin House, Edinburgh.

**PFI Property** means:

- (a) Archer House, Stockport;
- (b) Cotton House, Glasgow; and
- (c) Elgin House, Edinburgh.

**Propco** means:

- (a) each Original Propco; or
- (b) any other person who owns or acquires an Additional Property.

**Property** means an Original Property or an Additional Property.

**Property Manager** means London & Regional Properties Limited or any other property manager appointed by an Obligor in respect of its Property in accordance with Clause 18.3 (Property Manager) of the Issuer/Borrower Loan Agreement and the Property Management Agreement.

**Property Management Agreement** means a property management agreement entered into between, among others, the Property Manager, the Propcos, the Borrower and the Borrower Security Trustee on or after the date of the Deed.

**Rent Account** means the account designated as such under the terms of the Issuer/Borrower Loan Agreement.

**Rent Account Agreement** means the agreement dated on or about the date of the Deed between, among others, the Borrower and the Rent Account Bank.

**Rent Account Bank** means Barclays Bank plc, acting through its offices at 1 Churchill Place, London E14 5HP, in its capacity as rent account bank, or such other entity appointed as rent account bank from time to time, subject to and in accordance with the terms of the Rent Account Agreement.

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations to the extent such sum is free to be used by any Obligor;
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise unless such monies are to be used to acquire such fixtures or fittings;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document;
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;

- (h) in the case of each PFI Property, the Unitary Charge less the amount of any permitted deductions therefrom and as adjusted (upwards or downwards) by any relevant balancing payments, all as determined in accordance with the provisions of the relevant PFI Agreement;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor.

**Scottish Property** means a Property situated in Scotland.

**Scottish Rental Assignment** means an assignment in security in respect of the Rental Income of any Scottish Property in the form of Part 2 of Schedule 6 to the Deed with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonable require.

**Security** means the Security Interests created under the Security Documents.

**Security Agreement** means (a) a deed of charge in the form of Part 1 of Schedule 6 (Form of Security Agreements) to the Issuer/Borrower Loan Agreement or (b) a mortgage of shares in the form of Part 2 of Schedule 6 (Form of Security Agreements) to the Issuer/Borrower Loan Agreement or (c) a Standard Security or (d) a Scottish Rental Assignment, in each case with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.

**Security Assets** means all assets of each Chargor the subject of any security created by the Deed.

**Security Document** means:

- (a) a Security Agreement;
- (b) a Supplemental Security Agreement;
- (c) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents; or
- (d) any other document designated as such by the Borrower Security Trustee, the Issuer and the Borrower.

**Security Interest** means any mortgage, standard security, pledge, lien, charge, assignment, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

**Standard Security** means a standard security in the form of Part 1 of Schedule 6 to the Deed with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.

**Subscription Agreement** means the agreement dated 27 July 2006 between, among others, the Issuer, Morgan Stanley & Co. International Limited as lead manager and each Obligor.

**Subsidiary** means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

**Supplemental Security Agreement** means a supplemental security agreement in the form of Schedule 6 (Form of Supplemental Security Agreement) to the Issuer/Borrower Loan Agreement with such amendments as the Issuer and the Borrower Security Trustee may approve or reasonably require.

**Swap Counterparty** means the Original Swap Counterparty or any Additional Swap Counterparty.

**Tax Deed of Covenant** means the agreement dated on or about the date of the Deed between, among others, the Issuer, each Obligor, London & Regional Group Holdings Limited, the Note Trustee and the Borrower Security Trustee.

**Tenant Contributions** means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of:

- (a) contribution to:
  - (i) insurance premia;
  - (ii) the cost of an insurance valuation;
  - (iii) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
  - (iv) a sinking fund; or
- (b) value added tax or similar taxes.

**Unitary Charge** means, with respect to each PFI Property, the unitary charge payable in accordance with the terms of each relevant PFI Agreement.

**Utilisation Date** means each date on which a Facility is utilised.

**SCHEDULE**

**REAL PROPERTY**

**Am-Coff Limited:**

Paradox Nightclub 7a Middle Street and 78 West Street Brighton  
Freehold Property  
Registered at the Land Registry under title number ESX175542

Creation Nightclub 55 Cookridge Street Leeds  
Freehold Property  
Registered at the Land Registry under title number WYK665676

**Bayford Properties Limited:**

Epworth House, 25-35 City Road, London, EC1  
Leasehold Property  
Registered at the Land Registry under title number NGL570603

**Cornice Properties Limited:**

Valentino's Nightclub Etruria Road, Hanley, Stoke-on-Trent  
Freehold Property  
Registered at the Land Registry under title number SF80891 and SF190391

Disco Royale, 233 High Street Uxbridge  
Freehold Property  
Registered at the Land Registry under title number NGL469758

Isis Nightclub Redfield Street, Lenton Nottingham  
Freehold Property  
Registered at the Land Registry under title number NT220323

**London & Regional (Bewlay House) Limited:**

Bewlay House, 32-32a Jamestown Road, London, NW1  
Leasehold Property  
Registered at the Land Registry Under title number NGL764865

**London & Regional (Empire) Limited:**

Equinox Nightclub and Empire Cinema, 5-6 Leicester Square, London,  
Freehold property  
Registered at the Land Registry under title number 167959

**London & Regional (Green Park Hotel) Limited:**

Green Park Hotel, 27-41 Half-Moon Street, London,  
Freehold and Leasehold Property  
Registered at the Land Registry under title numbers (as to the freehold) NGL494156 and (as to the leasehold) NGL494157

**London & Regional (Sheffield) Limited:**

Derwent House, 150 Arundel Gate, Sheffield,  
Leasehold Property  
Registered at the Land Registry under title number SYK442264

**London & Regional (Stockport) Limited:**

Archer House, John Street, Stockport  
Leasehold Property title  
Registered at the Land Registry under title number GM806050

**London & Regional (Trafalgar Square Hotel) Limited:**

Trafalgar Square Hotel, 25-34 Cockspur Street & 6-8 Spring Gardens, London SW1  
Leasehold Property  
Registered at the Land Registry under title number NGL815765

**LR (Cardiff) Limited:**

Conway House, St Mellons Business Park, Cardiff,  
Leasehold Property  
Registered at the Land Registry under title number WA50142

**LR (South Eastern) Limited:**

Emperor House 8 9 and 10 Crosswall London, EC3,  
Freehold Property  
Registered at the Land Registry under title number NGL341118

**LR (Stratford) Limited:**

Town Square Shopping Centre, High Street/Wood Street, Stratford-upon-Avon,  
Freehold and Leasehold Property  
Registered at the Land Registry under title numbers (as to the freehold) WK363501, WK363505, WK312215, WK373204 and WK373205 and (as to the leasehold) WK407493, WK373202, WK373201, WK307817 and WK387753

**LR (Estates) Limited:**

The Ebbisham Centre, Waterloo Road, Epsom  
Leasehold Property  
Registered at the Land Registry under title number SY703643

**LR (Estates) Limited/ LR (Cardiff) Limited**

2, 3 4, 6 and 7 Sylvan Court,  
3, 5 and 7 Argent Court, and 1 and 2 Sable Court,  
Southfields Business Park, Sylvan Way Basildon  
Freehold and Leasehold Property partly registered and partly unregistered  
Registered at the Land Registry under title numbers (as to the freehold) EX 432352  
and (as to the leasehold) EX445055 (3 Argent Court) and EX455853 (7 Sylvan Court).  
Unregistered (leasehold)

The leasehold property known as 3 Sylvan Court held under a lease dated 17 February 1994 made between  
(1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Trafalgar House Developments  
Holdings Limited and (4) Southfields Business Park Management Limited

The leasehold property known as 4 Sylvan Court held under a lease dated 17 February 1994 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Trafalgar House Developments Holdings Limited and (4) Southfields Business Park Management Limited

The leasehold property known as 6 Sylvan Court held under a lease dated 24 December 1992 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Trafalgar House Developments Holdings Limited and (4) Southfields Business Park Management Limited

The leasehold property known as 7 Sylvan Court held under a lease dated 16 April 1991 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Southfields Business Park Management Limited and (4) Trafalgar House (Industrial) Developments Limited

The leasehold property known as 3 Argent Court held under a lease dated 28 October 1991 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Southfields Business Park Management Limited and (4) Trafalgar House (Industrial) Developments Limited

The leasehold property known as 5 Argent Court held under a lease dated 20 December 1995 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Trafalgar House Property Limited and (4) Southfields Business Park Management Limited

The leasehold property known as 7 Argent Court held under a lease dated 23 June 1993 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Trafalgar House Developments Holdings Limited and (4) Southfields Business Park Management Limited

The leasehold property known as 1 Sable Court held under a lease dated 29 October 1992 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Trafalgar House Developments Holdings Limited and (4) Southfields Business Park Management Limited

The leasehold property known as 2 Sable Court held under a lease dated 20 July 1994 made between (1) Marston House plc (2) Trafalgar House Business Parks Limited (3) Trafalgar House Developments Holdings Limited and (4) Southfields Business Park Management Limited

**LR Investments Limited:**

Alexander Place, Lower Park Road, New Southgate, London N11,  
Freehold Property  
Registered at the Land Registry under title number NGL478367

Peer House, 8-14 Verulam Street, London, WC1,  
Freehold Property  
Registered at the Land Registry under title number 104166

2 Tavistock Place, London, WC1  
Freehold Property  
Registered at the Land Registry under title number NGL330152

**Marshset Limited:**

98 Northbrook Street, Newbury,  
Freehold Property  
Registered at the Land Registry under title number BK184718

**Richian Limited:**

**London & Regional (Empire) Limited**  
**Continuation Sheet to Form 395**

Destiny Nightclub 125-133 The Parade, Watford,  
Freehold Property  
Registered at the Land Registry under title numbers HD44306 and HD38364

**Rubtrade Limited:**

213-219 Camden High Street, London NW1,  
Freehold Property  
Registered at the Land Registry under title numbers LN122988, 67061, LN35632, LN186075, LN44153 and 375266

**Widerace Limited:**

America House, 2 America Square, London, EC3  
Leasehold Property  
Registered at the Land Registry under title number NGL638356

73-74 High Street, Hampstead, London NW3,  
Freehold Property  
Registered at the Land Registry under title numbers NGL711380 and 353942



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04524346

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 28th JULY 2006 AND CREATED BY LONDON & REGIONAL (EMPIRE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY BENEFICIARY 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 8th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2006.

*Llcmm*  
The logo of Companies House, featuring a stylized 'C' inside a circle.

*Companies House*

— for the record —

