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## COMPANIES FORM No. 395

752755/30

### Particulars of a mortgage or charge

# 395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

113

04644710

Name of company

\* Dayvalley Limited (the "Chargor")

Date of creation of the charge

22nd December 2004

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

Charge over Shares made between the Chargor (1) and KBC Bank N.V. London Branch (the "Bank") (2) (the "Charge")

Amount secured by the mortgage or charge

All monies, obligations and liabilities whether actual or contingent now or at any time thereafter due, owing or incurred to the Bank by each of the Borrowers and the Chargor (whether alone or jointly, jointly and severally, and in whatever style, name or form and whether as principal or surety) under, pursuant to, or in connection with, the Finance Documents (including, without limitation, the Charge) (the "Secured Obligations").  
(Please see attached schedule for definitions)

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

KBC Bank N.V. London Branch, 5th Floor, 111 Old Broad Street, London

Postcode EC2N 1BR

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

MARKUS KLEMPA  
Lawrence Graham LLP  
DX: 39 Chancery Lane  
London

4758305 & 4758317

Time critical reference

NT/K2491/11

For official Use  
Mortgage Section

Post room



A02  
COMPANIES HOUSE

\*AX9D81CY\*

0675  
24/12/04

Short particulars of all the property mortgaged or charged

See attached schedule.

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

Signed *Lawrence Conker LLP*

Date *23rd December 2005*

On behalf of [company] [mortgagor/chargee]†

A fee of £10 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 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 CF14 3UZ

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**Short Particulars of all the Property Mortgaged or Charged**

1. Security

1.1 The Chargor, with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations, thereby charges by way of first fixed charge to the Bank the Securities and the Derivative Assets.

2. Restrictions on Dealing

2.1 The Chargor thereby covenants with the Bank that during the continuance of the security constituted by this Charge the Chargor will:-

2.1.1 not (without prior consent in writing of the Bank or except as provided therein);

(a) permit any person other than the Chargor or the Bank (or the nominee or the agent of the Bank) to be registered as holder of the Securities or any part thereof; or

(b) create or purport to create or permit to subsist any Security Interest (other than in favour of the Bank) on or over the Securities or any part thereof or interest therein; or

(c) sell, transfer, grant any option over or otherwise dispose of the Securities or any part thereof or interest therein or attempt or agree so to do;

2.1.2 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank of the Securities.

**Description of the instrument creating or evidencing the mortgage or charge**

"Bankmead Limited" means a company incorporated under the laws of England and Wales (registered number 04563521) with liability limited by shares whose registered office is at 18 Upper Grosvenor Street, London, W1K 7PW

"Borrowers" means Bankmead Limited, a company incorporated under the laws of England and Wales (registered number 04563521) whose registered office is situate at 18 Upper Grosvenor Street, London W1K 7PW and Wealdmist Limited, a company incorporated under the laws of England and Wales (registered number 05227572) whose registered office is situate at 18 Upper Grosvenor Street, London W1K 7PW

"Business Day" means a day other than a Saturday or Sunday on which United Kingdom clearing banks are open for business in London

"Debentures" means the M2 Debenture and the M3 Debenture and "Debenture" means either of them

"Deeds of Guarantee" means the M2 Deed of Guarantee and the M3 Deed of Guarantee

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"Deed of Subordination" means the deed of subordination dated on or about the Drawdown Date entered into by Rotch, the Borrowers and the Bank

"Deed of Undertaking" means the deed of undertaking dated on or about the Drawdown Date between Rotch and the Bank comprising an undertaking to fund the Borrowers to meet their tax liabilities

"Derivative Assets" means all assets deriving from any of the Securities including all allotments, accretions, offers, rights, dividends, interest, income, distributions, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at a time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof

"Drawdown Date" means any date, being a Business Day, on which the Loan is made or is proposed to be made pursuant to a Notice of Drawdown

"Finance Documents" means all or any of the following:-

- (a) the Loan Agreement;
- (b) the Hedging Arrangements;
- (c) the Deed of Subordination;
- (d) the Deeds of Guarantee;
- (e) the Security Documents; and
- (f) any other documents designated in writing as a Finance Document by the Bank and the Borrowers,

including in each case as agreed between the Bank and the Borrowers any amendment or restatement thereof or supplement thereto and any agreement extending the maturity thereof, increasing any amount payable thereunder (including, without limitation, by reason of making further loans or advances to the Borrowers), changing the basis for calculation of a payment thereunder, introducing new or additional obligations thereto or refinancing or restructuring any of the indebtedness constituted thereby

"Hedging Arrangements" means all and any interest arrangements (including without limitation, any interest rate protection agreement, swap, caps and collars, (including any confirmation relating to such arrangements) (and further including, without limitation, the 1992 ISDA Master Agreement (Multicurrency – Cross Border) dated on or about the date hereof together with the Schedules thereto and the confirmations relating thereto (whether or not the same be dated subsequent thereto) entered into by the Borrowers and the Bank in connection with interest payable under this Agreement

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"Loan"	means the aggregate principal amount of the loan drawdown under the Loan Facility or the principal amount thereof from time to time outstanding
"Loan Agreement"	means the loan agreement dated 21 December 2004 between the Bank and the Borrowers whereby the Bank has agreed to make available to the Borrowers a loan facility on the terms set out in that agreement
"Loan Facility"	means the loan facility agreed to be granted by the Bank to the Borrowers of up to £4,410,000 upon and subject to the terms and conditions of the Loan Agreement
"Managing Agents"	means Prime Estates Property Management Limited of 7th Floor, Leconsfield House, Curzon Street, London W1J 5AJ or such other managing agents appointed by the Borrowers with the Bank's prior written consent
"M2 Building"	means all that property known as 4-12 (even) Marybone, Liverpool L3
"M3 Building"	means all that property known as 1-9 (odd) Great Crosshall Street, Liverpool
"M2 Debenture"	means the debenture dated on or about the Drawdown Date between Wealdmist Limited and the Bank incorporating, inter alia, a legal mortgage over the M2 Property, a fixed charge over the Rent Account, and a floating charge over Wealdmist Limited's assets, property and undertaking
"M3 Debenture"	means the debenture dated on or about the Drawdown Date between Bankmead Limited and the Bank incorporating, inter alia, a legal mortgage over the M3 Property, a fixed charge over the Rent Account, and a floating charge over Bankmead Limited's assets, property and undertaking
"M2 Deed of Guarantee"	means the deed of guarantee dated on or about the Drawdown Date in relation to the M2 Building entered into between Rotch, the Borrowers and the Bank
"M3 Deed of Guarantee"	means the deed of guarantee dated on or about the Drawdown Date in relation to the M3 Building entered into between Rotch, the Borrowers and the Bank
"M2 Property"	means all that leasehold property known as basement floor and part ground floor, 4-12 (even) Marybone, Liverpool L3 as the same is registered at Land Registry with title number MS485167, and which will be owned by Wealdmist Limited
"M3 Property"	means all that leasehold property known as part first ground and basement floors, 1-9 (odd) Great Crosshall Street, Liverpool as the same is registered at the Land Registry with title number MS495978 and which is owned by Bankmead Limited

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"Notice of Drawdown"	means a notice in writing by the Borrowers to the Bank substantially in the form of Schedule 2 of the Loan Agreement
"Parent"	means Dayvalley Limited, a company incorporated in England and Wales with limited liability (registered number 4644710) whose registered office is situate at 18 Upper Grosvenor Street, London W1K 7PW
"Rent Account"	means a joint account of the Borrowers with the Bank account number 03061381 sort code 16-54-87 in respect of which the Bank will be sole signatory and designated "Bankmead and Wealdmist Rent Account" or such other joint account of the Borrowers into which the Rents are paid from time to time with the prior written consent of the Bank
"Rotch"	means Rotch Property Group Limited, a company incorporated under the laws of England and Wales (registered number 1505228) whose registered office is situate at 18 Upper Grosvenor Street, London W1K 7PW;
"Securities"	means all shares legally and/or beneficially owned by the Chargor in the Borrowers
"Security Documents"	<p>means all or any of the following:-</p> <ul style="list-style-type: none"><li>(a) the Loan Agreement;</li><li>(b) the Debentures;</li><li>(c) the Deed of Undertaking;</li><li>(d) the Charge over Shares;</li><li>(e) the duty of care letter from the Managing Agents,</li></ul> <p>and any other document from time to time creating a Security Interest in favour of the Bank by way of security for the Loan or any other amounts due, owing or incurred by the Borrowers to the Bank from time to time;</p>
"Security Interest"	means any mortgage, charge, assignment for the purpose of security, pledge, lien, rights of set-off, arrangements for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same
Wealdmist Limited	means a company incorporated under the laws of England and Wales (registered number 05227572) with liability limited by shares whose registered office is at 18 Upper Grosvenor Street, London, W1K 7PW

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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. 04644710

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 22nd DECEMBER 2004 AND CREATED BY DAYVALLEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OF THE BORROWERS TO KBC BANK N.V. LONDON BRANCH 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 24th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —