

# M

CHFP131

COMPANIES FORM No. 395  
**Particulars of a mortgage or charge**

165486/13

# 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

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

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

For official use Company number



04954323

\*insert full name of Company

Name of company

Kandahar (Kingston) Limited ("Chargor")

Date of creation of the charge

5 July 2007

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

Composite Debenture ("Deed")

Amount secured by the mortgage or charge

All monies, obligations 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 each Obligor to the Finance Parties under the Finance Documents 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, except for any obligation which, if it were so intended, would result in this Deed contravening Section 151 of the Companies Act 1985

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

The Governor and Company of the Bank of Scotland ("Security Trustee")  
21-23 Hill Street  
London

Postcode W1J 5JW

Presentor's name address and reference (if any)  
Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London  
Tel 020 7760 1000  
Apro B0702 33 [5724083 1]

Time critical reference

For official Use  
Mortgage Section

TUESDAY



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\*L3MZXRIF\*

24/07/2007

460

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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See continuation sheet 1

Particulars as to commission allowance or discount (note 3)

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

Signed BERNIE LEIGHTON AINSWORTH Date 10<sup>th</sup> JULY 2007

On behalf of [~~company~~] [mortgagee/chargee]<sup>□</sup>

<sup>□</sup>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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

04954323

Name of Company

\* delete if  
inappropriate

Kandahar (Kingston) Limited ("Chargor")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please complete  
legibly, preferably  
in black type, or  
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lettering

**Clause 3 of the Deed provides:**

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legibly, preferably in  
black type, or bold  
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**3 Security**

**3 1 General**

3 1 1 All the security created under this Deed is created in favour of the Security Trustee as continuing security for the payment and discharge of the Liabilities with full title guarantee

3 1 2 The covenants for title given under Clause 3 1 1 and implied by Section 3(1)(a) Law of Property (Miscellaneous Provisions) Act 1994 shall be qualified in respect of Charged Assets (other than the Property) to the extent that they are subject to Permitted Security

**3 2 Mortgage**

The Chargors charge by way of legal mortgage  
3 2 1 the Property, and  
3 2 2 any other freehold or leasehold property vested in the Chargors

**3 3 Fixed charge**

The Chargors charge by way of fixed charge each of the following including all rights of enforcement of the same

- (a) their interest in any freehold or leasehold property acquired after the date of this Deed,
- (b) their interest in the Relevant Contracts,
- (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them,
- (d) all easements, licences and other rights relating to a Property in which it has an interest,
- (e) the Control Accounts and any other accounts of that Chargor (other than the General Account),
- (f) their Intellectual Property,
- (g) the Investments,
- (h) if applicable its uncalled capital, and
- (i) their goodwill

**3 4 No Security over Foreign Assets**

Nothing in this Deed will be deemed to create any security in respect of any assets situated in Delaware, Jersey or Luxembourg

/ ..See continuation sheet 2

CHFP131

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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black type, or bold  
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Company Number

04954323

Name of Company

Kandahar (Kingston) Limited ("Chargor")

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

**3 5 Assignment**

The Chargors assign subject to the provisions of Clause 10 (*Discharge*) each of the following including all rights of enforcement of the same

- (a) the Rents,
- (b) the Disposal Proceeds,
- (c) all book debts and other debts and all other monies due and owing to it except in relation to the General Account,
- (d) all monies standing to the credit of the Control Accounts and any other accounts of that Chargor (other than the General Account),
- (e) any Insurance Proceeds,
- (f) the benefit of the copyright and similar rights vested in it in connection with a Property,
- (g) all causes of action and other rights and remedies in which it has an interest,
- (h) all monies payable to it under any Hedging Arrangement,
- (i) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise, and
- (j) their interest in any VAT recoveries

**3 6 Floating charge**

The Chargors charge by way of floating charge all their assets, property and undertaking both present and future

**3 7 Application of charges**

3 7 1 The charges created under this Deed expressed to be

- (a) fixed charges, shall only apply to the extent that they create fixed security, and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed

**3 8 Negative Pledge**

3 8 1 No Chargor shall create or permit a Security over any of the Charged Assets

3 8 2 Clause 3 8 1 shall not apply to Permitted Security

/...See continuation sheet 3



CHFP131

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

04954323

Name of Company

Kandahar (Kingston) Limited ("Chargor")

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Clause 1.1 contains the following definitions:**

**1 1 Definitions**

In this Deed

**"Act"** means the Law of Property Act 1925

**"Borrower"** means Kandahar Group Limited (registered in England and Wales with registered number 04910013)

**"Charged Assets"** means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them

**"Facility Agreement"** means the up to £249,120,000 facility agreement dated 4<sup>th</sup> July 2007 and made between among others, the Chargors (1) and the Security Trustee (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

**"Headlease"** means any lease or underlease out of which a Chargor derives its estate or interest in a Property

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**"Investments"** means the existing or future interest of a Chargor in

- (a) any stocks, shares bonds, units or any form of loan or other capital of or in any legal entity including shares in any company opposite which a Chargor is specified as a member in Section 3 of Schedule 1 and any shares in any residents or management company connected with a Property, and
- (b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment

**"Liabilities"** means all monies, obligations 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 each Obligor to the Finance Parties under the Finance Documents 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, except for any obligation which, if it were so intended, would result in this Deed contravening Section 151 of the Companies Act 1985

**/ . See continuation sheet 4**

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

04954323

Name of Company

Kandahar (Kingston) Limited ("Chargor")

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
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**"Property"** means all present and future property, the property details of which are set out in Section 2 of Schedule 1 (*The Properties*) including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it,
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it, and
- (d) where appropriate, any freehold or leasehold property charged by Clause 3 2 2 (*Mortgage*) and 3 3 (a) (*Fixed Charge*)

**"Receiver"** means any one or more receiver or manager, administrator, or receiver and manager appointed by the Security Trustee under this Deed (whether sole, joint and/or several and including any substitute)

**"Relevant Contracts"** means each and all of

- (a) each contract in respect of any disposal of any Charged Asset,
- (b) each Occupational Lease,
- (c) each Headlease,
- (d) any managing agent's agreement, and
- (e) all other agreements, in which a Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them

**NOTE:** Clause 1 2 4 provides

Where two or more persons purport to create Security over a Charged Asset under this Deed then

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset, and
- (c) each person shall be deemed to have confirmed the Security granted by the others

**NOTE:** The Deed also provides that the terms defined in the Facility Agreement have the same meaning unless the contrary intention is expressed

**/...See continuation sheet 5**

CHFP131

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 5  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

04954323

Name of Company

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inappropriate

Kandahar (Kingston) Limited ("Chargor")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**NOTE: The parties to the Deed are expressed as.**

- (1) **THE PARTIES** listed in Section 1 of Schedule 1 (*Chargors*) as chargors (together the "**Chargors**" and each a "**Chargor**")
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** as security trustee for the Finance Parties (the "**Security Trustee**")

Please complete  
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**Schedule 1**  
**The Chargors and the Properties**

**Section 1**  
**The Chargors**

No	NAME	REGISTERED NUMBER
1	Kandahar (Cambridge) Limited	04954324
2	WBD Jackson Square Limited	86723 (Jersey)
3	Kandahar (Great Malvern) Limited	05548825
4	Kandahar (Ipswich) Limited	05310419
5	Kandahar (Tavern Street) Limited	06120303
6	Kandahar (Kingston) Limited	04954323
7	Gaskell Estates Limited	03825756
8	Kandahar (Leicestershire) Limited	05213324
9	Kandahar (Houndsgate)	05633154
10	Kandahar (Salisbury) Limited	04953196
11	Eurocoast Limited	03155418
12	Daws Investments Limited	02776183
13	Kandahar Academy Limited	05771268
14	Kandahar Knutsford Limited	05771224
15	Kandahar Academy II Limited	03525741
16	Kandahar (Bishop's Stortford) Limited	05468961

/...See continuation sheet 6

CHFP131

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 6  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

04954323

Name of Company

Kandahar (Kingston) Limited ("**Chargor**")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Section 2  
The Properties**

**Please complete  
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PROPRIETOR	PROPERTY	DESCRIPTION
Kandahar (Cambridge Limited)	Cambridge 228 Newmarket Road	Freehold land known as 228 Newmarket Road, Cambridge registered at the Land Registry with Title Absolute under title number CB65194
WBD Jackson Square Limited	Bishops Stortford Jackson Square Shopping Centre	<p>The property is comprised as follows</p> <p>(i) leasehold land known as Jackson Square, Bishop's Stortford lying to the east of Potter street and Devoils Land and to the south of Bridge Street and the Causeway, Bishop's Stortford held under a lease dated 16 December 1992 made between East Hertfordshire District Council (1) Postel Properties Limited (2) for 150 years commencing on 25 March 1989 and registered at the Land Registry with title number HD303808,</p> <p>(ii) leasehold land known as the former library and part of Jackson Wharf held under a lease dated 3 March 2005 made between East Hertfordshire District Council (1) and the Company (2) for 245 years and registered at the Land Registry with title number HD444226,</p> <p>(iii) leasehold land known as the airspace approximately 6.3 metres above the present ground level of the pumping station land held under a lease dated 1 April 2005 made between Three Valleys Water Plc (1) and the Company (2) for 252 years and registered at the Land Registry under title number HD443765,</p> <p>(iv) leasehold land known as Jackson Square Shopping Centre including the extension held under a lease dated 2 May 2007 made between East Hertfordshire District Council (1) and the Company for 250 years in the course of registration registered at the Land Registry</p>
Kandahar (Great Malvern) Limited	Great Malvern Church Walk Shopping Centre,	Freehold land known as Church Walk Shopping Centre Church Street Great Malvern registered at the Land Registry with Title Absolute under title number HW131372
Kandahar (Ipswich) Limited	Ipswich Tower Ramparts, Shopping Centre	Freehold land known as Tower Ramparts Shopping Centre Ipswich registered at the Land Registry with Title Absolute under title number SK56777

/ . See continuation sheet 7

Kandahar (Tavern Street) Limited	Ipswich 15, 15A Tavern Street	Freehold land known as 15 Tavern Street, Ipswich, IP1 3AA registered at the Land Registry with Title Absolute under title number SK123762
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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 7  
to Form No 395 and 410 (Scot)

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Company Number

04954323

Name of Company

Kandahar (Kingston) Limited ("Chargor")

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inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
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Gaskell Estates Limited	Knutsford Regent Street Estate (Royal George Development), 72 - 74 King Street	Freehold land known as Royal George Hotel, 72 and 74 King Street, Knutsford registered at the Land Registry with Title Absolute under title number CH190036
Kandahar (Leicestershire) Limited	Market Harborough 10/10A High Street	Freehold land known as 10 and 10A High Street Mark Harborough registered at the Land Registry with Title Absolute under title number LT204106
Kandahar (Leicestershire) Limited	Market Harborough 69-70 High Street	Freehold land known as 69 and 70 High Street Market Harborough registered at the Land Registry with Title Absolute under title number LT341716
Kandahar (Houndsgate) Limited	Nottingham 2/4 Albert Street and 1 Houndsgate	Freehold land known as 1 Houndsgate and 2/4 Albert Street, Nottingham registered at the Land Registry with Title Absolute under title number TG274029
Kandahar (Salisbury) Limited	Salisbury 22 - 30 High Street and 98 Crane Street	Freehold land known as 22 - 30 High Street and 98 Crane Street, Salisbury registered at the Land Registry with Title Absolute under title number WT199970
Eurocoast Limited	Bournemouth 284 - 292 (even) Old Christchurch Road	Freehold land known as Jacey house 284 - 292 Old Christchurch Road, Bournemouth BH1 1PH registered at the Land Registry with Title Absolute under title number DT254570
Daws Investments Limited	Canterbury 49 St Peter's street	Freehold land known as 49a St Peter's St Canterbury CT1 2BE registered at the Land Registry with Title Absolute under title number K59352
Daws Investments Limited	Cheltenham 76 High Street and 13/14 Bath Street	Freehold land known as 76 High Street and 13 and 14 Bath Street Cheltenham registered at the Land Registry with Title Absolute under title number GR12329
Kandahar Academy Limited	Colchester 14,14A & 15 North Hill	Freehold land known as 14/15 North Hill Colchester CO1 1D2 registered at the Land Registry with Title Absolute under title number EX650692
Daws Investments Limited	Guildford 13 Bridge Street	Freehold land known as 13 Bridge Street Guildford Surrey GU1 4RY registered at the Land Registry with Title Absolute under title numbers SY420984 and SY415605
Daws Investments Limited	Hertford 16 Parliament Square	Freehold land known as 16 Parliament Square Hertford Hertfordshire SG14 1EZ registered at the Land Registry with Title Absolute under title number HD347211
Eurocoast Limited	Leicester 89-91 High Street	Freehold land known as 89-91 High Street (odd) Leicester registered at the Land Registry with Title Absolute under title number LT327551
		<b>/...See continuation sheet 8</b>

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 8  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

04954323

Name of Company

Kandahar (Kingston) Limited ("Chargor")

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not write in this binding margin

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

Kandahar Academy Limited	London 1 & 1A Hampstead Lane, Highgate	Freehold land known as 1 Hampstead Lane, London N6 4RS registered at the Land Registry with Title Absolute under title number NGL730669 and the freehold land known as 1A Hampstead Lane, London N6 4RS registered at the Land Registry with Title Absolute under title number NGL416904
Kandahar Academy Limited	London 233 Earls Court Road	Freehold land known as 233 Earls Court Road London SW5 9AH registered at the Land Registry with Title Absolute under title number 189149
Daws Investments Limited	London 30 Ledbury Road, Notting Hill	Freehold land known as 30 Ledbury Road Notting Hill London W11 2AB registered at the Land Registry with Title Absolute under title number 48138
Daws Investments Limited	London 14 - 24 Norland Road Notting Hill	<p>Leasehold land known as</p> <p>Ground Floor and Basement 14 Norland Road held under a lease dated 31 March 1982 between (1) Notting Hill Trust and (2) NHHT Commercial Property Limited registered at the Land Registry with Title Absolute under title number NGL449941</p> <p>Ground Floor and Basement 16 Norland Road held under a lease dated 31 March 1982 between (1) Notting Hill Trust and (2) NHHT Commercial Property Limited registered at the Land Registry with Title Absolute under title number NGL449942</p> <p>Land at the back of 16 Norland Road held under a lease dated 28 September 2001 between (1) Notting Hill Housing Trust and (2) Daws Investments Limited registered at the Land Registry with Title Absolute under title number BGL39579</p> <p>Ground Floor and Basement 18 Norland Road held under a lease dated 31 March 1982 between (1) Notting Hill Trust and (2) NHHT Commercial Property Limited registered at the Land Registry with Title Absolute under title number NGL449943</p> <p>Land at the back of 20 Norland Road held under a lease dated 28 September 2001 between (1) Notting Hill Housing Trust and (2) Daws Investments Limited registered at the Land Registry with Title Absolute under title number BGL39580</p> <p>Ground Floor and Basement 20 Norland Road held under a lease dated 31 March 1982 between (1) Notting Hill Trust and (2) NHHT Commercial Property Limited registered at the Land Registry with Title Absolute under title number NGL449944</p> <p>Ground Floor and Basement 22 Norland Road held under a lease dated 31 March 1982 between (1) Notting Hill Trust and (2) NHHT Commercial Property Limited registered at the Land Registry with Title Absolute under title number NGL449945</p> <p>Land at the back of 22 Norland Road held under a lease dated 28 September 2001 between (1) Notting Hill Housing Trust and (2) Daws Investments Limited registered at the Land Registry with Title Absolute under title number BGL39581</p> <p>Ground Floor and First floor 24 Norland Road held under a lease dated 31 March 1982 between (1) Notting Hill Trust and (2) NHHT Commercial Property Limited registered at the Land Registry with Title Absolute under title number NGL449946</p> <p><b>/...See continuation sheet 9</b></p>

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Continuation sheet No   9    
to Form No 395 and 410 (Scot)

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Company Number

04954323

Name of Company

Kandahar (Kingston) Limited ("Chargor")

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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

Daws Investments Limited	London 102 Old Brompton Road	Freehold land known as 102 Old Brompton Road South Kensington London SW7 registered at the Land Registry with Title Absolute under title number NGL687132
Eurocoast Limited	London The Gatehouse, 1 North Road, Highgate	Freehold land known as The Gatehouse, North Road, Highgate, London N6 registered at the Land Registry with Title Absolute under title number EGL304637
Daws Investments Limited	Loughton 262-264 High Road	Freehold land known as 262 and 264 High Road and land and buildings lying to the west of High Road Loughton registered at the Land Registry with Title Absolute under title numbers EX685619 and EX685618
Daws Investments Limited	Loughton 280/280A & 282/282A High Road	Freehold land known as 280 & 280A and 282 & 282A High Road Loughton and garage registered at the Land Registry with Title Absolute under title number EX597956
Daws Investments Limited	Rayleigh 136/138 High Street	Freehold land known as 138, 138a, 138b and 138c High Street, Rayleigh, Essex SS6 7BU registered at the Land Registry with Title Absolute under title number EX631840
Daws Investments Limited	Reading 59/60 St Mary's Butts	Freehold land known as 59 & 60 St Mary's Butts, Reading registered at the Land Registry with Title Absolute under title number BK94982
Daws Investments Limited	Watford 63 The Parade	Freehold land known as 63 The Parade High street Watford WD1 1LJ registered at the Land Registry with Title Absolute under title number HD86708
Eurocoast Limited	Wolverhampton 10 Castle Street & 36 Piper Row	Freehold land known as 10 Castle Street and 32 Piper Row Wolverhampton registered at the Land Registry with Title Absolute under title number WM623480
Eurocoast Limited	York 9 - 11 Low Ousegate & 5/7 King's street	Freehold land known as 9 & 11 Low Ousegate and 5 & 7 King Street York registered at the Land Registry with Title Absolute under title numbers NYK164892 and NYK164893
Kandahar Academy Limited	Nottingham Piccolino 7 Weekday Cross	Leasehold land known as Unit SU3, Weekday Cross, The Lace Market, Nottingham held under a lease dated 7 October 2005 between (1) Wilson Bowden Developments Limited, and (2) Steven John Walker and Malcolm Conrad Walker registered at the Land Registry with Title Absolute under title number NT413689
Kandahar Academy Limited	Liverpool Restaurant Bar and Grill, Halifax House	Freehold land known as Halifax House, Brunswick Street, Liverpool registered at the Land Registry with Title Absolute under title number MS472740
Kandahar Academy Limited	Leeds 11-12 Park Row	Leasehold land known as Ground and Part Basement, 10-12 Park Row, Leeds, LS1 5HD held under a lease dated 16 August 2000 and made between (1) Cala Homes (Yorkshire) Limited and (2) Land Leisure No 3 Limited registered at the Land Registry with Title Absolute under title number WYK680422
Eurocoast Limited	Leicester 42 Silver Street	Freehold land known as 42 Silver Street Leicester LE1 5ET registered at the Land Registry with Title Absolute under title number LT304645

/ . See continuation sheet 10

CHFP131

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 10  
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Company Number

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Name of Company

Kandahar (Kingston) Limited ("Chargor")

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Section 3**  
**The Investments**

Please complete  
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block lettering

MEMBER	COMPANY
Kandahar Knutsford Limited	Gaskell Estates Limited
Kandahar Academy Limited	Kandahar Academy II Limited
Kandahar Academy II Limited	Eurocoast Limited and Daws Investments Limited



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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 04954323

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 5th JULY 2007 AND CREATED BY KANDAHAR (KINGSTON) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES 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 24th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2007

A handwritten signature in black ink, appearing to read 'Hingle'.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES