

M

COMPANIES FORM No. 395

757873/26

Particulars of a mortgage or charge

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 black lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3111

05019176

Name of company

* BUCHANANS PROPERTY LIMITED acting as general partner on behalf of
FROBISHER BCCL PROPERTY LIMITED PARTNERSHIP 1 (the "Mortgagor")

Date of creation of the charge

16 April 2008

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

A legal mortgage made between the Mortgagor (1) and Svenska Handelsbanken AB (publ) (the "Bank") (2) (the "Legal Mortgage")

Amount secured by the mortgage or charge

Please see attached schedule

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

Svenska Handelsbanken AB (publ)
3 Carlton Crescent
Southampton

Postcode SO15 2EY

Presentor's name address and reference (if any)

Lawrence Graham LLP
4 More London Riverside
London
SE1 2AU

6637511/6637597

Time critical reference
MYW/CYG/S486/2

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



AU3RZZ0W

A50

19/04/2008

375

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please 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 Graham LLP Date 18 04 08

On behalf of ~~XXXXXXXXXXXX~~ (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 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 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 situated 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**

Company number

05019176

Name of company

*insert full name
of Company

* BUCHANANS PROPERTY LIMITED acting as general partner on behalf of
FROBISHER BCCL PROPERTY LIMITED PARTNERSHIP 1 (the "Mortgagor")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

SCHEDULE TO FORM 395 FOR:

**BUCHANANS PROPERTY LIMITED acting as general partner on behalf of FROBISHER
BCCL PROPERTY LIMITED PARTNERSHIP 1**

(Registered in the United Kingdom with registered number 05019176)

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

1. AMOUNT SECURED BY THE LEGAL CHARGE

1 1 The Mortgagor will pay or discharge on the Bank's demand, and the Legal Mortgage shall be a continuing security to the Bank for the payment or discharge on demand by the Bank of, the following indebtednesses, liabilities and obligations

1 1 1 all present and future indebtedness of the Mortgagor to the Bank on any current, advance, loan or other account whatsoever,

1 1 2 all liabilities whatsoever of the Mortgagor to the Bank in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Mortgagor or other loans, credits or advances made to or for the accommodation or at the request of the Mortgagor,

1 1 3 all other liabilities and obligations whatsoever of the Mortgagor to the Bank present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor), and

1 1 4 all obligations in respect of legal and other costs, charges, fees and expenses (including value added tax) owed to or incurred directly or indirectly by Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered to or made to the Mortgagor or in relation to the enforcement or attempted enforcement of any such security undertaken by or on behalf of the Bank, or by a receiver appointed by the Bank, in respect of or in any way relating to this Legal Mortgage or the Secured Property

together in each of the cases mentioned in Paragraphs 1 1 1, 1 1 2, 1 1 3 and 1 1 4 with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank from or by the Mortgagor

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

2. CHARGES

2 1 The Mortgagor with full title guarantee and as a continuing security for the payment and discharge of all the indebtednesses, liabilities and obligations described in Paragraph 1 hereby -

2 1 1 charges in favour of the Bank by way of legal mortgage the Mortgaged Property with the benefit of all existing and future leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties (including, without limitation, collateral warranties), guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions hereof) but otherwise free from encumbrances,

COMPANY NAME BUCHANANS PROPERTY LIMITED
COMPANY NO 05019176

- 2 1 2 (if the Mortgagor is a body corporate) charges in favour of the Bank by way of a floating charge all movable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property (which property shall be included in the expression "the Mortgaged Property"),
- 2 1 3 charges in favour of the Bank by way of a fixed charge all the benefit of and the right to enforce all contracts and agreements (if any) for the sale, purchase, leasing, mortgaging, management or other dealing with the Mortgaged Property and all building contracts and agreements (if any) for professional and other services (including, without limitation, any collateral warranties) and all other contracts and agreements and bonds (if any) now or from time to time entered into for the purpose of carrying out any development of the Mortgaged Property or for the purposes related to any building contracts in relation to the Mortgaged Property,
- 2 1 4 charges in favour of the Bank by way of fixed charge all Rents but so that nothing in this paragraph and no arrangement in respect of the Rents or any of them shall constitute the Bank a mortgagee in possession,
- 2 1 5 charges in favour of the Bank by way of fixed charge all its rights, title and interest in and to, and in the proceeds of, all present and future insurances in respect of the Mortgaged Property (including, without limitation, any rights of subrogation arising therefrom) and all the benefit of, and rights under, or in respect of, all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, compositions, accommodations and other transactions or arrangements now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Mortgagor in relation to or in respect of or in connection with any present or future insurance in respect of the Mortgaged Property,
- 2 1 6 charges in favour of the Bank by way of fixed charge all its right, title and interest in and to all or any moneys from time to time received by it or its agents or solicitors or now or hereafter owing to it (whether such moneys are received or owing by way of deposit or on account of the purchase price or as stakeholders or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage, charge or other dealing with the Mortgaged Property or in respect of any compensation or other payment relating to the Mortgaged Property and its right to make demand for, or to receive, any of the same,
- 2 1 7 (if the Mortgagor is a body corporate) charges in favour of the Bank by way of a floating charge the property, assets and rights described in Paragraphs 2 1 1, 2 1 3, 2 1 4, 2 1 5 and 2 1 6 (if and in so far as the charges thereon set out in those Paragraphs shall for any reason be ineffective as fixed charges or if and in so far as the fixed charges thereon hereby created shall for any reason be released) (the floating charge is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and paragraph 14 shall apply to it)
- 2 2 Provided that the Mortgagor shall not without the previous consent in writing of the Bank (and then only to the extent that such consent permits and in accordance with any conditions thereof) create or attempt to create any mortgage, pledge, charge or other encumbrance on or over the Secured Property or permit any lien or other encumbrance to arise or subsist on or affect the Secured Property and the Mortgagor shall not (save as aforesaid) increase or extend any liability of the Mortgagor secured on the Secured Property (other than any liability to the Bank)

3. COVENANTS

3 1 The Mortgagor covenants with and undertakes to the Bank as follows -

3 1 1 Disposals – not without the prior consent in writing of the Bank to convey, assign, transfer, charge or otherwise dispose of the Secured Property subject to a fixed charge hereunder or pursuant hereto or any interest therein or the equity redemption thereof or to exercise or agree to exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act, 1925 or by common law or otherwise to grant, extend or accept or agree to grant, extend or accept or permit the grant or extension of any lease, tenancy or licence for occupation or other right or interest to occupy or any surrender of any lease, tenancy or licence for occupation of or other right or interest to occupy the Mortgaged Property or otherwise exercise any power of leasing or creating any interests in the Secured Property and not to convey, assign, transfer, charge or otherwise dispose of or alter or vary or agree to convey, assign, transfer, charge or otherwise dispose of or to alter or vary any lease, tenancy or licence for occupation of other right or interest to occupy affecting the Mortgaged Property or grant or agree to grant any sub-lease or sub-tenancy or sub-licence for occupation of the Mortgaged Property,

3 1 2 Registration as Proprietor – not during the continuance of this security to suffer any person (other than the Mortgagor) without the prior consent in writing of the Bank to be registered as proprietor under the Land Registration Act 2002 of the Mortgaged Property which is not already registered and the costs incurred by the Bank of entering into any restriction or registering a notice against such registration shall be deemed to be costs properly incurred by it as mortgagee which costs shall (without prejudice to any other remedy for recovery) be deemed as from the date of payment to be an addition to the indebtednesses, liabilities and obligations secured hereby,

3 1 3 Preservation of Value – not to do or permit or suffer to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Secured Property

3 1 4 Forfeiture or Enforcement – (in the case of leasehold property comprising the Mortgaged Property) upon the Mortgagor receiving any notice under Section 146 of the Law of Property Act, 1925 or upon any proceedings being commenced for the forfeiture of the lease under which such property is held or upon any attempt (whether or not successful) being made or threatened to levy distress on the Mortgaged Property or upon any enforcement proceedings or other action being taken or threatened against the Mortgagor, immediately to notify the bank thereof in writing and supply the Bank thereof in writing and supply the Bank with a copy of such information relating thereto as the Mortgagor may have in its custody or control and, if requested to do so by the Bank, apply for relief (or defend any application for relief) against such forfeiture, distress, enforcement proceeding or other action and do such other acts or things and execute such deeds or other documents in relation thereto as the Bank may in its absolute discretion require,

3 1 5 Details of Leases – if so required by the Bank to furnish and supply to the Bank during the subsistence of the security such details in writing as the Bank shall require of all leases, tenancies and licences for occupation and other rights and interests to occupy then affecting the Mortgaged Property

3 1 6 Variation of Leases – not to waive, release, alter or vary or agree to waive, release, alter or vary the terms of any lease of the Mortgaged Property

COMPANY NAME BUCHANANS PROPERTY LIMITED
COMPANY NO 05019176

- 3 1 7 Observance of Restrictions – punctually to perform and observe all obligations and restrictions expressly or impliedly imposed on the Mortgagor in relation to the Mortgaged Property howsoever imposed, and
- 3 1 8 Service of Notices – forthwith to inform the Bank if circumstances arise whereby the Mortgagor becomes, will become or is likely to become entitled to serve a notice under Section 17 of the Landlord and Tenant (Covenants) Act 1995 and to provide detailed information to the Bank concerning such circumstances, if so required by the Bank and at the cost of the Mortgagor duly and timeously to serve such a notice in form and manner approved by the Bank, and not without the previous consent in writing of the Bank (and then only to the extent that such consent permits and in accordance with any conditions thereof) to serve any notice under such Section

4. COVENANT FOR FURTHER ASSURANCE

- 4 1 The Mortgagor will upon notice in writing by the Bank and at the cost of the Mortgagor execute such documents and such further or other mortgages, charges, assignments or assurances in such form and on such terms as the Bank may require in respect of the property, rights, assets and undertaking belonging to the Mortgagor now or at any time hereafter comprising Secured Property, and deliver all conveyances, deeds, certificates and documents and do such acts, matters or things as the Bank may require to perfect or protect the security hereby created or any of it and after the moneys hereby secured shall have become payable for facilitating the realisation of the Secured Property and for exercising all powers, authorities and discretions hereby conferred upon the Bank or any receiver appointed by it

DEFINED TERMS

In this Form 395 the following terms shall have the following meanings

- | | |
|----------------------|---|
| "Mortgaged Property" | means the property specified in Appendix A and each and every part thereof and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto |
| "Paragraph" | means a paragraph in this Form 395, |
| "Rents" | means the rents and licence fees now or hereafter owing to the Bank in respect of the Mortgaged Property |
| "Secured Property" | means the Mortgaged Property and all other property, assets and rights of the Mortgagor charged by or pursuant to any provision of the Legal Mortgage which expression shall where the context admits or requires include either the whole or any part thereof |

COMPANY NAME
COMPANY NO

BUCHANANS PROPERTY LIMITED
05019176

SCHEDULE PAGE 5 OF 5

Annex A
Mortgaged Property

/

Nifes House, Sinderland Road, Broadheath, Altrincham, WA14 5HQ, Title No GM101394



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5019176
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 16
APRIL 2008 AND CREATED BY BUCHANANS PROPERTY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY ACTING AS GENERAL PARTNER ON
BEHALF OF FROBISHER BCCL PROPERTY LIMITED
PARTNERSHIP 1 TO SVENSKA HANDELSBANKEN AB (PUBL)
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 19 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES