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COMPANIES FORM No. 395

655636/39

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 block lettering

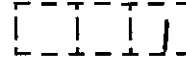
*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5073141

Name of company

* Crossco Unlimited as a limited partner of the Chargor

Date of creation of the charge

1 March 2005

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

A deed of assignment of rental income between (1) the Assignors and (2) the Bank (the "Deed")

Amount secured by the mortgage or charge

All of the obligations and liabilities of each Assignor to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether owed as principal or surety or incurred alone or jointly with another and whether owed to the Bank as original obligee or as assignee or transferee), including (without limitation) interest, fees, banking charges, commission and expenses when the same become due for payment or discharge (the "Secured Obligations") together with the Expenses and the Interest on the Secured Obligations and the Expenses from the date on which the relevant Assignor has agreed to pay Interest on them, or if there is no such agreement, from the date on which they become due (or in the case of any Expense) the date of the Bank's payment until the date of discharge or payment.

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

Lloyds TSB Bank plc (the "Bank")
11/15 Monument Street, London

Postcode EC3R 8JU

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

SJ Berwin
222 Gray's Inn Road
London
WC1X 8XF

Time critical reference

L1172.15/CP2:142698.1

For official Use (02/00)
Mortgage Section

Post room



LDS
COMPANIES HOUSE

0407
02/03/05

Please see attached 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

Signed

S J Benni

Date

2-3-05

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

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Short particulars of all the property mortgaged or charged

The Chargor with full title guarantee assigns all its right, title, interest and benefit to and in the Rental Income and all claims of whatsoever nature relating to it to the Bank absolutely, as a continuing security for the discharge on demand of the Secured Obligations.

NOTE:

- (a) save as permitted by the Facility Letter, it will not create or permit to arise or continue any Encumbrance, right of set-off, counterclaim, equity or other third party right whatsoever affecting the Assigned Property or any assets or rights relating to or deriving from them or assign, dispose of or deal with the Assigned Property or any of such assets or rights, other than in favour of the Bank; and
- (b) save as permitted by the Facility Letter, it will not sell, transfer, lease or otherwise dispose of or create to exercise direct control over any part of the Assigned Property whether by one or a series of transactions related or not.

In this form 395 the following terms have the following meanings:

"Assigned Property" means all the rights, title, interest and benefit of the Assignors to and in the Rental Income and any other rights, title, interest and benefit assigned to the Bank pursuant to the short particulars of the property charged as set out above.

"Assignors" means the Chargor and the Nominee Companies (and **"Assignor"** means each of them).

"Base Rate" means at any particular time that rate used by the Bank as its base rate for sterling advances (as published from time to time).

"Chargor" means Candama Investors Limited Partnership (LP008928)

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority.

"Expenses" means all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Bank at any time in connection with the Deed, the Secured Obligations or in taking, perfecting, preserving, defending or enforcing the Deed (or any of the security created by it) or in exercising any right or power under the Deed or otherwise;

"Facility Letter" means the facility letter dated 21 January 2005 from the Bank and accepted by the Chargor (acting by the General Partner) on 4 February 2005

"General Partner" means Golftee GP Limited (Company Registration Number 4831973)

"Interest" means in respect of any obligation or liability the rate being the higher of 2% per annum above the Base Rate and the highest rate payable from time to time under the Facility Letter.

"Leases" means all leases, licenses or other tenancy arrangements in relation to the Properties including, without limitation, those granted or entered into from time to time by an Assignor(s) in relation to the Properties.

"Nominee Companies" means Golftee A Nom Limited (Company Registration Number 4833487) and Golftee B Nom Limited (Company Registration Number 4833488).

"Properties" means the following (and **"Property"** means any of them):

1. Description: 113/113a High Street, Erdington, Birmingham, B23 6SA
Title Number: WM412538
2. Description: 52-54 Boothferry Road, Goole, DN14 5DE
Title Number: YEA34212
3. Description: 160 High Street, Southend on Sea, SS1 1JX
Title Number: EX368879

4. Description: 19 Stricklandgate, Kendal, LA9 4LY
Title Number: CU31807
5. Description: 36 High Street, Ramsgate, Kent, CT11 9AG
Title Number: K189007
6. Description: 16 High Street, Chesterfield, Derbyshire, S40 1PS
Title Number: DY213730
7. Description: 617 Christchurch Road, Boscombe, Dorset, BH1 4AP
Title Number: DT111517
8. Description: 619 Christchurch Road, Boscombe, Dorset, BH1 4AP
Title Number: DT156803
9. Description: 623 Christchurch Road, Boscombe, Dorset, BH1 4AP
Title Number: DT229441
10. Description: 9-11 Chapel Street, Southport, Lancs, PR8 1AE
Title Number: MS128993
11. Description: 158 High Street, Southend on Sea, Essex, SS1 1JX
Title Number: EX228235
12. Description: 14 South Street, Romford, Essex, RM1 1RA
Title Number: EGL14550
13. Description: 18,20 and 20a South Street, Romford, Essex, RM1 1RA
Title Number: EGL474159
14. Description: 89,91,93 Westgate Road, Newcastle Upon Tyne, NE1 4AE
Title Number: ND9808
15. Description: 24 & 26 College Street, Rotherham, S65 1AG
Title Number: SYK310767
16. Description: 24 Newport Road, Middlesbrough, Teeside, TS1 5AE
Title Number: CE102644
17. Description: 14-18 (even) Fitzalan Square, Sheffield, South Yorkshire, S1 2AZ
Title Number: SYK216473
18. Description: Former St Thomas Hospital, Foreshore Road, Scarborough, North Yorkshire, YO11 1NG
Title Number: NYK151932
19. Description: 97/98 Bedford Street, North Shields, NE29 6QH
Title Number: TY316588
20. Description: 31/33 King Street, South Shields, NE33 1DA
Title Number: TY323062
21. Description: 24 Market Place, Pontefract, West Yorkshire, WF8 1AT
Title Number: WYK110432
22. Description: 62A,63,64 Long Row & 77-79 Upper Parliament Street Nottingham,

NG1 6JE

Title Number: NT361768

23. Description: 15/16 Baxtergate Doncaster, DN1 1JU

Title Number: SYK105071

24. Description: 12 King Street, Whitehaven, Cumbria, CA28 7LA

Title Number: CU67101

25. Description: 5 Greengate Street and 1 and 3 Martin Street, Stafford, ST16 2HN

Title Number: SF321335

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of the Assignors in connection with the letting or licensing of each Property or any part thereof by the Leases, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable;

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any sum payable pursuant to any guarantee of any rent however described;
- (c) any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) Landlord and Tenant Act 1927;
- (d) any rent payable by virtue of a determination made by the court under section 24(A) Landlord and Tenant Act 1954;
- (e) sums received from any deposit held as security for performance of any tenant's obligations;
- (f) any other moneys payable in respect of occupation and/or usage of each Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (h) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Assignors from any party) in furtherance of such proceedings so taken or claim so made;
- (i) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or

variation of any Lease; and

- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the above

but excluding the following amounts to the extent included above:

- (i) those amounts (if any) (together with any value added or similar taxes charged thereon) due to the Assignors from any tenants under any Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Assignors under any repairing or similar obligations or in providing services to such tenant or tenants of such building;
- (ii) any sum recovered from any tenant under any Lease or other occupier in reimbursement of a cost or expense incurred by any Assignor as a result of any breach by such tenant or other occupier of any repairing or other covenant;
- (iii) any costs or expenses incurred by any Assignor in obtaining payment of any of the items listed in paragraphs (a)-(k) above;
- (iv) any contribution to a sinking fund paid by any tenant or other occupier; and
- (v) any value added tax or similar taxes payable on any of the items listed in paragraphs (a)-(k) above.

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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. 05073141

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF RENTAL INCOME DATED THE 1st MARCH 2005 AND CREATED BY CROSSCO UNLIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH ASSIGNOR OF THE BANK 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 2nd MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2005.

Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES