



CHFP025

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

\*insert full name  
of Company

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

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

002637/13.  
**395**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[ 1 ] [ 3 ]

05136638

Name of company

\* Arlo (Surrey) Limited (the "Company")

Date of creation of the charge

26 March 2009

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

Third Party Legal Charge

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent of the Borrower to the Lender or any Associated Company (whether owed jointly or severally, whether as principal or surety or in any other capacity whatsoever and whether or not the Lender shall have been an original party to the relevant transaction) including, without limitation, moneys and liabilities due or becoming due under or pursuant to the Facility Letter or any other Finance Document or any other loan facility agreements entered into between the Borrower and the Lender or any Associated Company, and all the Borrower's indebtedness in relation to any bonds, guarantees, indemnities, or other instruments entered into by the Lender and/or any Associated Company for the Borrower or at the Borrower's request and all the Borrower's liabilities in connection with any leasing facilities or any interest rate or foreign currency or hedging facilities or any swap or other form of treasury facilities, together with all interest, costs, commissions, fees and other charges and expenses which the Lender and/or any Associated Company may charge against the Borrower and

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

Anglo Irish Bank Corporation Limited (the "Lender")  
10 Old Jewry,  
London

Postcode EC2R 8DN

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

ROSLING KING LLP  
2/3 Hind Court  
Fleet Street  
London  
EC4A 3DL

NMM/CJB/3447-109-1

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

WEDNESDAY



\*A3T0891C\*

A44

15/04/2009

238

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of legal mortgage, each of the Properties.

By way of fixed charge the benefit of any covenants for title given or entered into by any predecessor in title of that Company to each of the Properties, all proceeds of a capital nature in relation to the disposal of each of the Properties, the benefit of any contract for the sale, letting or other disposal of each of the Properties and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to each of the Properties.

By way of fixed charge the benefit of all rights and claims of that Company against all lessees from time to time of the whole or any parts of each of the Properties and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to such Company in respect of any works of design, construction, repair or replacement to, on or about each of the Properties.

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**Please complete  
legibly, preferably  
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bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Signed

Date <sup>10<sup>th</sup></sup> April 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

Name of company

\*insert full name  
of Company

\* Arlo (Surrey) Limited (the "Company")

## 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)

all legal and other costs, charges and expenses which the Lender and/or any Associated Company may incur in enforcing or obtaining, or attempting to enforce or obtain, payment of such moneys, liabilities, charges and expenses (the "Secured Liabilities").

## Addendum 3/4

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

## Addendum 4/4

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

So far as permitted under the relevant document, by way of first fixed charge all that Company's rights, title and interest in and to all contracts, agreements or warranties affecting each of the Properties with building contractors, architects, quantity surveyors, managing agents, structural and mechanical engineers and other like professionals together with any insurance policies (and the proceeds thereof) in relation to each of the Properties and the benefit of all compensation moneys.

Definitions:

"Associated Company" means any company which is from time to time a member of the same group of companies as the Lender;

"Borrower" means Goldgreen Land Limited (company registration number 04428846) whose registered office is at c/o Target Consulting Limited, Lawrence House, Lower Bristol Road, Bath, BA2 9ET;

"Facility Letter" means facility letters dated 27 September 2004, 16 October 2007 and 16 February 2009 from the Lender and addressed to the Borrower;

"Loan" means the loan facility made available to the Borrower by the Lender under the terms and conditions contained in the Facility Letter;

"Finance Documents" means the Facility Letter, the Security Documents, each Hedge Document and any other document agreed by the Lender and the Borrower as a Finance Document;

"Hedge Document" means any agreement from time to time put in place regarding arrangements to enable the Borrower to pay a fixed or maximum rate of interest in respect of the Loan;

"Properties" means all freehold and leasehold property situate and known as 53-55 Gatwick Road, Crawley, West Sussex, RH10 9RD and registered at HM Land Registry with absolute under

**M395 Continuation**

Company number

05136638

Name of company

\*insert full name  
of Company

\* Arlo (Surrey) Limited (the "Company")

title number WSX113403 including all buildings and other structures from time to time  
erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein  
and each shall be a Property;

"Security Documents" means:

- (i) the debenture dated 12 October 2004 in favour of the Lender entered into between the Borrower and the Lender;
- (ii) any guarantee and any other document creating security executed and delivered by the Borrower, the Company or any other person as security for any of the Secured Liabilities.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5136638  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL CHARGE  
DATED 26 MARCH 2009 AND CREATED BY ARLO (SURREY)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM GOLDGREEN LAND LIMITED TO ANGLO IRISH  
BANK CORPORATION LIMITED OR ANY ASSOCIATED  
COMPANY 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  
15 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES