

# M

CHFP131

**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.**

**395**  
105659/13.

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

2

05234274

Name of company

CHANCERYGATE (COWLEY) LIMITED ("Chargor")

\*insert full name of Company

Date of creation of the charge

16 July 2007

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

Legal Charge ("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 the Chargor to the Bank 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

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

Barclays Bank PLC ("Bank")  
One Churchill Place  
Canary Wharf  
London

Postcode E14 5HP

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 B0354 289 [5734175 1]

Time critical reference

For official Use  
Mortgage Section

Post room

WEDNESDAY



LD4

\*L3XNKRCV\*

18/07/2007

149

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet

Please do not  
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Please  
complete  
legibly,  
preferably in  
black type, or  
bold block  
lettering

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 Beevin Leighton Paine CP Date 18 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.

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Please do not  
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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

05234274

Name of Company

CHANCERYGATE (COWLEY) LIMITED

\* delete if  
inappropriate

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

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

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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  
bold black  
lettering

**Clause 3 of the Deed provides.**

**3 SECURITY**

**3 1 General**

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

**3 2 Mortgage**

The Chargor charges by way of legal mortgage

- (a) the Property, and
- (b) any other freehold or leasehold property now vested in the Chargor

**3 3 Fixed charge**

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

- (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them, and
- (d) all easements, licences and other rights relating to the Property in which it has an interest

**3 4 Assignment**

The Chargor assigns subject to the provisions of Clause 9 (*Discharge*) each of the following including all rights of enforcement of the same

- (e) the Rents,
- (f) the proceeds of any disposal of the Property,
- (g) the monies payable to it under any insurances relating to the Property, and
- (h) all causes of action and other rights and remedies in connection with the Property which it has an interest

/ .See continuation sheet 2

Please complete  
legibly, preferably in  
black type, or bold  
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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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block lettering

Company Number

05234274

Name of Company

CHANCERYGATE (COWLEY) LIMITED

\* delete if  
inappropriate

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

Clause 1.1 contains the following definitions.

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

1 1      **Definitions**

In this Deed

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

**"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 a facility agreement dated 27 January 2005 as amended by a letter dated 23 November 2005 and made between, among others, the Chargor (1) and the Bank (2) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it

**"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 the Chargor to the Bank 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

**"Occupational Lease"** means any leases and/or agreement for lease and/or licence or other occupational interest subject to which the Chargor's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them,

**"Property"** means each property details of which are set out in Schedule 1 (*The Property*) 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, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it

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

**"Rents"** means all rents and other sums payable under any Occupational Leases, including any insurance, rent, service charge and VAT (if any) payable on or in respect of them and all insurance monies payable in respect of their loss

**"Security Interest"** means any mortgage, pledge, lieu, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect

. /See continuation sheet 3



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## Particulars of a mortgage or charge (continued)

Please do not write  
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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

05234274

Name of Company

CHANCERYGATE (COWLEY) LIMITED

\* 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  
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block lettering

NOTE Clause 5.1 provides

**5.1 Negative pledge**

5.1.1 Except as provided under the Finance Documents, the Borrower must not create or allow to exist any Security Interest on any of the Charged Assets

5.1.2 Clause 5.1.1 above does not apply to

- (a) any Security Interest constituted by the Finance Documents, or
- (b) any lien arising by operation of law and in the ordinary course of trading

5.1.3 The Borrower must not

- (a) sell, transfer or otherwise dispose of any of the Charged Assets on terms where it is or may be leased to or re-acquired or acquired by any of its related entities,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any preferential arrangements having a similar effect,

in circumstances where the transaction is entered into primarily as a method of raising indebtedness or of financing the acquisition of an asset

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

**Schedule 1  
The Property**

Properties	Title Number
Land lying to the north-east of Watlington Road, Cowley	ON191658
Unit 14, County Trading Estate, Watlington Road, Cowley	ON136111
Unit 15, County Trading Estate, Watlington Road, Cowley	ON137624
Brook House, Watlington Road, Cowley	ON81793

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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 05234274

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 16th JULY 2007 AND CREATED BY CHANCERYGATE (COWLEY) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC 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 18th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JULY 2007

*D. H. M.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES