

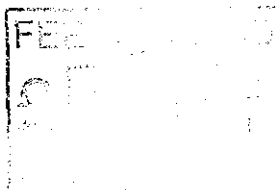
M

395

Particulars of a mortgage or charge

Please do not
write in this
margin

Pursuant to section 395 of the Companies Act 1985



539645/78

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

To the Registrar of Companies

For Official Use

Company Number

		5
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5320888

Name of company

*Insert full name
of company

SACKVILLE DEVELOPMENTS (READING) LIMITED (the "Company")

Date of creation of the charge

4 March 2005

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to **BoS** at any time and from time to time by the Company whether (i) they arise before or after **BoS** has demanded that they are repaid or carried out (ii) they are owed or to be carried out immediately or only after a stated event has occurred (iii) the Company owes or is to carry them out on its own or jointly with any other persons or (iv) the Company owes or is to carry them out on its own account or as guarantor for other persons, together with Interest upon them and Expenses relating to them (the "Debt").

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

The Governor and Company of the Bank of Scotland ("BoS"), The Mound, Edinburgh EH1 1YZ

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

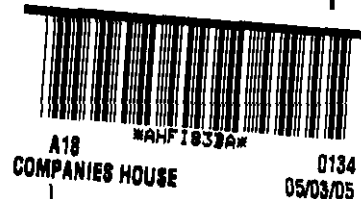
Pinsent Masons
1 Park Row
Leeds
LS1 5AB

Ref: SJW/04291/07130 (#20134231)

Time critical reference

For Official Use
Mortgage section

Post Room



The Company with full title guarantee charges as security for the Debt:-

1. by way of legal mortgage the leasehold property known as part of Multi-Storey Car Park, Garrard Street, Reading registered at HM Land Registry under title number BK391207 (the "Property");
2. by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
3. by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
4. by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;
5. by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to BoS absolutely subject to redemption upon repayment of the Debt;
6. by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and
7. by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

(See continuation sheet)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

For BoS

Signed Persent Hanson

Date 4 March 2005

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, e.g. "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

PARTICULARS OF A MORTGAGE OR CHARGE : CONTINUATION SHEET

Name of Company SACKVILLE DEVELOPMENTS (READING) LIMITED

Number of Company 5320888

SCHEDULE OF COVENANTS AND RESTRICTIONS

contained in a Legal Charge in favour of BoS dated 4 March 2005

Restriction on charges and disposals

1. The Company will not without the prior written consent of **BoS**:
 - (a) grant or accept the surrender of any lease or tenancy of all or part of the Property whether under the powers given by Sections 99 and 100 of the Law of Property Act 1925 or otherwise; or
 - (b) extend, renew or vary the Lease;
 - (c) give any consent to transfer or underlet any such lease or tenancy;
 - (d) give up the possession of all or any part of the Property or grant any licence or right to occupy all or any part of the Property; or
 - (e) agree to do any of such things.
2. The Company agrees with **BoS** as follows:
 - (a) Not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of **BoS**; and
 - (b) Not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of **BoS**.

Insurance

1. While the Charge is in force, the Company will keep the Property insured with an insurance company previously approved in writing by **BoS** against loss or damage by any of the Insured Risks in the full reinstatement value of the Property for the time being and upon an index-linked basis together with all costs of demolishing any buildings on the Property and removing the debris and all architects', surveyors', engineers' and other professional fees for rebuilding or reinstating the Property following any damage by any of the Insured Risks and also Value Added Tax upon any such costs or fees.
2. If any part of the Property is let to a tenant, then in addition to the Insured Risks, the Company will also insure for three year's loss of rent from such tenant.
3. Any such insurance policy shall be taken out at the option of **BoS** either:
 - (a) in the joint names of **BoS** and the Company; or
 - (b) with the interest of **BoS** noted upon such insurance policy, whether or not as a loss payee; and in either case, the Company will ensure that such insurance policy contains such provisions for the protection of **BoS** as **BoS** may from time to time reasonably require.
4. Subject to the provisions of the Lease or any lease of all or part of the Property, all monies payable under any insurance policy in respect of any loss or damage to the Property must be paid to **BoS** and, at the option of **BoS**, will be used either:
 - (a) to repair, reinstate or replace the loss or damage in respect of which such money is paid; or
 - (b) in repaying the Debt; and in the meantime will be paid into such account of the Company with **BoS** as **BoS** may require.

Assignment of Rents

If the whole of any part of the Property is, as at the date of the Charge or at any time while the Charge is in force, let, leased or licensed the Company agrees with **BoS** as follows:

1. to give irrevocable instructions in such form as **BoS** may from time to time require to any firm which is currently or from time to time employed by the Company to manage the Property, or to any new firm appointed to manage the Property, instructing such firm to collect the Rental Sums, to pay them to such account as **BoS** may require, and to provide such information in respect of the Rental Sums as **BoS** may require; and cause any such firm to sign and deliver an acknowledgement and agreement in such

form as **BoS** may from time to time reasonably require acknowledging to **BoS** that it has received such instructions and agreed with **BoS** to comply with them;

2. if reasonably so required by **BoS**, to appoint such firm of repute as **BoS** may reasonably approve or specify to manage the Property and to collect the Rental Sums or remove any firm so acting and appoint another firm instead on terms reasonably approved by **BoS**;
3. immediately if called upon to do so by **BoS**, at the Company's cost to deliver such particulars as to the amount and nature of the Rental Sums (including, without limitation, the identity and addresses of the lessees, underlessees tenants or licencees) as **BoS** may from time to time require;
4. not without the prior consent of **BoS**, to remove or suspend any firm engaged in the management of the Property or appoint another firm to manage the Property except as provided under paragraph 2 above; and
5. at the option of **BoS**, instead of requiring the appointment of a firm to manage the Property pursuant to paragraph 2 above, if called upon to do so by **BoS**, at the Company's cost, to serve written notice on the lessees, underlessees, tenants or licensees of the Property requiring them to pay all sums payable by them in the future in relation to the Property, to **BoS** or as **BoS** may direct.

Definitions:

"Expense" or "Expenses" mean the total of the following:

- (i) any commission and other charges which **BoS** may from time to time charge to the Company in the ordinary course of **BoS**'s business in respect of the Debt or any service provided by **BoS** to the Company;
 - (ii) any costs, charges, premiums, fees and expenses incurred from time to time by **BoS** or the Receiver under the Charge and which are either repayable by the Company under the Charge or are incurred in the exercise by **BoS** or the Receiver of their powers under the Charge;
 - (iii) any costs, charges and expenses incurred by **BoS** or the Receiver in connection with **BoS** or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by the Charge) with the Property,
- together with Value Added Tax upon such sums where appropriate.

"Insured Risks" means fire, explosion, collision, impact, storm, flood, lightning, landslip, subsidence, burst pipes, terrorist acts and such other risks as **BoS** may from time to time require.

"Interest" means any sum of money payable to **BoS** by way of interest upon the Debt.

"Lease" means any lease, licence, tenancy or other agreement by virtue of which the Company owns the Property.

"Receiver" means any person (who may be an employee of **BoS**) who is appointed by **BoS** in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by **BoS** in writing for such person.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Company pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05320888

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 4th MARCH 2005 AND CREATED BY SACKVILLE DEVELOPMENTS (READING) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 2005.

GRH
P.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES