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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

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

203721/52

# 395

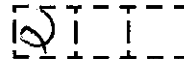
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05552966

Name of company

\* Whitgift One Limited (the "Company")

Date of creation of the charge

12 March 2007

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

Legal Charge (the "Legal Charge")

Amount secured by the mortgage or charge

(a) all monies, liabilities and obligations which are now or may be at any time hereafter due, owing or incurred in any manner whatsoever to the Bank and/or to any member of the Bank Group by any of the Borrowers whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred at the request of any of the Borrowers in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Bank and/or any member of the Bank Group may in the course of its business charge in respect of any facilities or accommodation or service provided by the Bank and/or any member of the Bank Group or for keeping the accounts for any of the Borrowers;

ON ANY ACC

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

ANGLO IRISH BANK CORPORATION PLC Stephen Court 18/21 St Stephen's Green Dublin 2 Ireland

Postcode

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

Davies Arnold Cooper  
6-8 Bouverie Street  
London  
EC4Y 8DD  
DX 172 London

534/1196/156195.38

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



A33

COMPANIES HOUSE

521

The Company, being one of the Land Trustees, (as trustee holding only the legal title to the property and assets hereby charged on trust for the Beneficial Owner) with limited title guarantee and with the intent that the Legal Charge shall rank as a continuing security for the payment and discharge of the amount secured by the Legal Charge ("Secured Liabilities") and all its other obligations under the Legal Charge or otherwise secured by Legal Charge but subject always to the limitation of liability contained in the Legal Charge **CHARGES** to the Bank (for itself and any relevant company within the Bank Group to whom any part of the Secured Liabilities are from time to time outstanding) by way of:

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

**(a) Land**

legal mortgage, all the Land Trustee's rights, title and interest in and to the Property or Properties short particulars of which are set out below together with all buildings fixtures and fixed plant and machinery at any time and from time to time on any such property and the proceeds of sale thereof;

**(b) Rents**

by way of absolute assignment all the Land Trustee's rights title interest and benefit in and to the Rents;

Particulars as to commission allowance or discount (note 3)

Signed

*Daniel Arnold Cooper*

Date 12 March 2007

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~†

*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

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## 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)

(b) on a full indemnity basis all reasonable costs (including legal costs), charges, expenses (and all VAT thereon) incurred by the Bank in connection with investigation of title to and the valuation of the Charged Assets and the preparation, negotiation and execution of the Legal Charge and any document referred to therein;

(c) on a full indemnity basis all costs (including legal costs), charges, expenses and damages (and all VAT thereon) sustained or incurred from time to time by the Bank in connection with the enforcement, defence or protection of the Legal Charge (including the costs of any investigation by any person for the purposes of determining whether any action is appropriate to so enforce, defend or protect and the Management Costs wherever incurred), the appointment of any Receiver, delegate or sub-delegate thereunder or the pursuit of any rights contained therein or under or in connection with the Charged Assets or any document referred to in the Legal Charge; and

(d) interest to the due date of discharge on all sums payable and all liabilities and obligations to be discharged.

**DEFINITIONS**

**"Bank"** ANGLO IRISH BANK CORPORATION PLC a company incorporated under the laws of the Republic of Ireland under registration number 22045 whose registered office is at Stephen Court 18/21 St Stephen's Green Dublin 2 Ireland;

**"Bank Group"** means the Bank its Holding Company (if any) and all their respective Subsidiaries from time to time;

**"Beneficial Owner"** ANGLO IRISH TRUST COMPANY LIMITED registration number 11582C and ALMARK LIMITED registration number 99423C both companies incorporated under the laws of Isle of Man and whose registered offices are at Jubilee Buildings, Victoria Street, Douglas, Isle of Man in their capacity as trustees of the Whitgift Trust;

**"Borrowers"** ANGLO IRISH ASSURANCE COMPANY LIMITED a company incorporated under the laws of Ireland under registration number 336075 whose registered office is at Heritage House, 23 St Stephen's Green, Dublin 2, Ireland and FRANCIS EDWARD GORMLEY TIMOTHY GREGORY COUGHLAN BRIAN JOSEPH MADDEN AND BRENDAN MURTAGH all of Ballintaggart House, Clonskeagh Road, Clonskeagh, Dublin 14 Dublin;

**"Charged Assets"** means all property, assets, business, undertaking, rights, benefits or documents which are the subject of a Security Interest created under or pursuant to the Legal Charge;

**"Covenantors"** means the Mortgagors and the Borrowers but where the context so admits or requires may include any one or more of them;

**"Holding Company"** has the meaning given to that expression by Section 736 of the Companies Act 1985;

**"Land Trustee"** WHITGIFT ONE LIMITED company registration number 5552966 and WHITGIFT TWO LIMITED company registration number 5552967 both companies incorporated under the laws of England and Wales and whose registered offices at 21 St Thomas Street Bristol BS1 6JS;

**"Management Costs"** means such reasonable sums as the Bank properly estimates to represent the cost to the Bank (including a proper sum for the cost of the services of its employees and the facilities and accommodation used by them) of any default by any of the Covenantors in making the payments or in complying with any of its other promises or obligations under the Legal Charge and all reasonable administrative charges to cover the cost to the Bank (including a proper sum for the cost of the services of its employees and the facilities and accommodation used by them) of supplying any service to

Name of company

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any of the Covenantors in connection with the Legal Charge or any loan facility or other banking arrangement;

**"Mortgagors"** means the Land Trustee and the Beneficial Owner but where the context so admits or requires may include either of them;

**"Receiver"** means any person or persons appointed as receiver or receiver and manager pursuant to the provisions of the Legal Charge or otherwise;

**"Security Interest"** means any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement or assignment having the effect of security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever, howsoever created or arising;

**"Subsidiary"** has the meaning given to such expression by Section 736 of the Companies Act 1985 but shall also be deemed to include a subsidiary undertaking (as defined in Section 258 of the Companies Act 1985); and

**"Trust"** means the trust established and constituted pursuant to a certain trust instrument (and amended from time to time) as a unit trust scheme and known as the Whitgift Trust.

## 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)

**(c) Moveables**

+ 95

floating charge all moveable plant machinery implements utensils furniture and equipment from time to time upon the Charged Property and held by the Land Trustee on trust for the Beneficial Owner; and

**(d) Collateral rights**

fixed charge and assignment all Collateral Rights from time to time held by the Land Trustee on trust for the Beneficial Owner and the proceeds of sale thereof; and

**(e) Insurances**

assignment all of the Land Trustee's right title and interest in and to all policies of insurance whatsoever relating to the Charged Assets and the benefit of any claim to the proceeds of any such policy.

**RESTRICTIONS ON DEALING****Negative pledge**

Each of the Mortgagors covenant and agree that they shall not create, attempt to create, agree to create or permit to subsist any Security Interest or permit or agree to permit any other proprietary right, right to occupy or interest therein to arise on or affect all or any part of the Charged Assets.

**Non-disposal**

Name of company

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The Beneficial Owner covenants and agrees that it shall not, without the prior written consent of the Bank, part with possession of, transfer, sell, lease or otherwise dispose of all or any part of the Charged Assets, any interest therein, grant any option to do the same or attempt or agree so to do (whether by a single or a series of transactions) or cause the Land Trustee to do the same.

## CONTINUING SECURITY

The Legal Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever, and is additional to and shall not merge with, prejudice or affect or be prejudiced or affected by, any contractual right or remedy, any guarantee, indemnity, bill or note or any Security Interest held by the Bank from time to time over or from any assets or any person or be prejudiced or affected by the invalidity of the same or by the Bank from time to time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing the same or by giving time for payment or indulgence or compounding with any person liable.

## LIMITATION OF LIABILITY MORTGAGORS

The Mortgagors enter into the Legal Charge as trustees and without personal liability.

The liability of each of the Mortgagors under the Legal Charge shall be limited to the extent of the sums received or recovered by the Bank from the realisation and enforcement of its security over the Charged Assets charged by such Mortgagor by the Legal Charge and the Bank shall have no further claim against the Mortgagors or any of their assets.

## SET-OFF

The Bank may set-off any matured obligation owed by the Borrower to the Bank against any obligation (whether or not matured) owed by the Bank to the Borrower. If either obligation is unliquidated or unascertained the Bank may set-off in an amount estimated by the Bank in good faith to be the amount of such obligation.

The provisions regarding set-off shall not in any way negate, prejudice or affect any other right of set-off, combination or consolidation of accounts or any other right of a similar nature which the Bank may have under any applicable law.

## DEFINITIONS

**"Charged Property"** means the Charged Assets;

**"Collateral Rights"** means the benefit of all contracts, agreements and covenants given or made by any person in connection with the use or occupation of the Charged Property (or any part thereof) or the construction, repair or maintenance of any building thereon and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same;

**"Leases"** means the leases (or agreements for lease) from time to time relating to the Charged Property or some part thereof and all other leases agreements for lease and other occupational rights whatsoever (including, without limitation, all licences) in existence from time to time subsisting and relating to the whole or any part of the Charged Property the immediate reversion to which is vested in the Mortgagors or either of them;

**"Property"** means: The Whitgift Centre, Croydon (title number SGL 564748); Units 110 and 1110 Whitgift Centre, Croydon (title number SGL 580613); and 60, 62, 64, 66, 68 and part 70 North End, Croydon (title number SGL 560378); and

**"Rents"** means:

- (i) all rents and other sums payable under the Leases together with such arrears (if any) existing at the date hereof including (without limitation) all Value Added Tax (if any) payable on or in respect of the same;

Name of company

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- (ii) all interest as may from time to time be payable on such moneys as provided for under the terms of the Leases;
- (iii) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations;
- (iv) all rights of action against tenants and guarantors in respect of rent and other monies payable as rent under the Leases; and
- (v) all insurance monies payable in respect of loss of rents.

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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. 05552966

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 12th MARCH 2007 AND CREATED BY WHITGIFT ONE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS TO ANGLO IRISH BANK CORPORATION PLC AND/OR TO ANY MEMBER OF THE BANK GROUP ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MARCH 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES