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COMPANIES FORM NO. 395

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write in this
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Particulars of a mortgage or charge

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

For Official Use

Company Number

		2
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05680321

Name of company

*Insert full name of
company

Curzon Park Limited (the "Company")

Date of creation of the charge

23 February 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

See Schedule 1

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

The Governor and Company of the Bank of Scotland whose address is at The Mound, Edinburgh,
EH1 1YZ ("BoS")Presenter's name, address and reference
(if any):

Walker Morris

Kings Court

12 King Street

Leeds

LS1 2HL

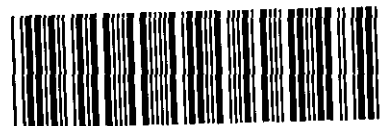
Ref: CAC/NQB/BAN.68-1656

Time critical reference

For Official Use
Mortgage section

Post Room

WEDNESDAY



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28/02/2007

725

COMPANIES HOUSE

See Schedule 2

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)

NIL

For BoS

Signed Walker Morris

Date 27 February 2007

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

Name of Company: Curzon Park Limited

Number of Company: 05680321

SCHEDULE 1

Amount secured by the mortgage or charge

- 1 Under the Legal Charge, the Company agrees to pay to **BoS** when demanded in writing all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in **BoS** and including discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, together with interest upon them and Expenses relating to them (the "**Secured Liabilities**").

Name of Company: Curzon Park Limited

Number of Company: 05680321

SCHEDULE 2

Short particulars of all the property mortgaged or charge

- 1 The Company with full title guarantee charges as security for the Secured Liabilities:
 - 1.1 by way of legal mortgage the **Property**, together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property;
 - 1.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
 - 1.3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Legal Charge;
 - 1.4 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 Secured Liabilities;
 - 1.5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Legal Charge;
 - 1.6 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.
- 2 The Legal Charge prohibits the Company from creating or attempting to create or permitting to exist (whether by a specific agreement imposed by rule of law or act of parliament) any charge or lien over the property charged by the Legal Charge without the prior written consent of **BoS** nor to sell transfer lease or otherwise dispose of all or any part of the property so charged or to agree to do so whether at law or by equity without the prior written consent of the **BoS**.
- 3 The Legal Charge gives the **BoS** the power to appoint a Receiver.

Definitions

In this form 395 the following terms shall apply:

- 1 "Conditions" means the **BoS** Commercial Charge Conditions (2006 Edition) which has been provided to the Company and which the company has read.
- 2 "Expenses" mean the total of the following:
 - 2.1 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 Secured Liabilities or any service provided by **BoS** to the Company;
 - 2.2 any costs, charges, premiums, fees and expenses incurred from time to time by **BoS** or the Receiver under these Conditions and which are either repayable by the Company under these Conditions or are incurred in the exercise by **BoS** or the Receiver of their powers under these Conditions;

Name of Company: Curzon Park Limited

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- 2.3 any costs, charges and expenses incurred by **BoS** or the Receiver in connection with **BoS** or the Receiver doing anything to protect the Legal Charge or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.
- 3 "Owner" means any and every person (whether the Company or otherwise) who has granted a Charge to **BoS** as security for the Secured Liabilities and also:
 - 3.1 the Owner's successors and personal representatives; and
 - 3.2 any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Legal Charge.
- 4 "Property" means the freehold/leasehold property known as Curzon Park, Curzon Street, Birmingham, currently registered at the Land Registry under title numbers WM611448, WM652804 and WM767382.
- 5 "Receiver" means an administrative receiver, receiver and manager or other receiver appointed by **BoS** pursuant to the Legal Charge in respect of the Owner or of all or any part of the Property.
- 6 "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 Owner 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.
- 7 "Secured Liabilities" has the meaning given to it in Schedule 1 attached hereto.

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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. 05680321

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 23rd FEBRUARY 2007 AND CREATED BY CURZON PARK 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 28th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th MARCH 2007.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES