

# M

CHFP025

Please do not  
write in  
this marginPlease 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

019332/26

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

[22]

05701528

Name of company

\* JOLLYGATE LIMITED (the "Mortgagor")

Date of creation of the charge

28 July 2008

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

Mortgage Deed (the "Mortgage")

Amount secured by the mortgage or charge

(1) All money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by the Bank and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment, or other transaction or by operation of law), and

See Addendum 2/4

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

Lloyds TSB Bank Plc (the "Bank")  
City Office, P O Box 72, Bailey Drive, Gillingham Business Park

Postcode ME8 0LS

Presenter's name address and  
reference (if any)TRACY HOWELL  
DLA Piper UK LLP  
3 Noble Street  
London EC2V 7EE  
DX 33866 Finsbury Square  
TH/59768/120152/20356754

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

SATURDAY



A24

\*A15N61X7\*  
02/08/2008  
COMPANIES HOUSE

308

Short particulars of all the property mortgaged or charged

1 By way of legal mortgage with full title guarantee the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon and references to the Mortgaged Property include references to any part of it as a continuing security for the payment to the Bank of the Secured Obligations subject to the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage (the "Prior Mortgages") and to the principal money, interest and other money thereby secured

2 By way of fixed charge, all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereat and the proceeds thereof including (without limitation),

(i) any amounts owing to the Mortgagor by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents, rent charges, rent deposits, purchase deposits and the proceeds of insurance claims owing to the Mortgagor in connection with the Mortgaged Property (and, in each case, the proceeds thereof),

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

DCA Ryan UK LLP

Date

1/8/08

On behalf of ~~XXXXXXXX~~ [mortgagee/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

\* JOLLYGATE LIMITED (the "Mortgagor")

## 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)

## Note

In this form -

**"Mortgaged Assets"** means the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to the Mortgage, and such expression shall include all or any part thereof,

**"Mortgaged Property"** means the property specified in the Schedule (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation, including any rights arising against any nominee purchaser pursuant thereto), and all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time on any such property, and such expression shall include all or any part thereof,

**"Non-Vesting Debts"** means all book and other debts which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Mortgagor and the Bank but which fail to vest absolutely and effectively in the Bank for any reason,

**"Related Rights"** means in relation to any Non-Vesting Debts

(a) all security, bonds, guarantees and indemnities in relation to such debts,

(b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which such debts arise,

(c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amounts due and to become due under the contract or arrangement under which such debts arise, and

(d) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing such Non-Vesting Debts,

**"Secured Obligations"** means

(a) all money and liabilities and other sums hereby agreed to be paid by the Mortgagor to the Bank, and

(b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 12, 13, 14, 16, 20 and 26 of the Mortgage Deed

(2) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time then) or, in the case of an amount denominated in any currency determined by the Bank) of funding sums comparable to and in the currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time thereon select

(3) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage (including any acts necessary to release the Mortgaged Assets from this security) or in enforcing the security thereby created on a full and unqualified indemnity basis, and

Name of company

\*insert full name  
of Company

\* JOLLYGATE LIMITED (the "Mortgagor")

(4) any fees charged by the Bank for time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank

## 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)

(ii) any amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),

(iii) the Non-Vesting Debts and the Related Rights, and

(b) by way of floating charge all present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property and in each case belonging to the Mortgagor or in which the Mortgagor has any interest (the "Mortgaged Chattels")

3 By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations

4(a) By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property subject to re-assignment upon payment of all the Secured Obligations

4 (b) At any time if and when required by the Bank, the Mortgagor shall execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property hereafter granted to secure the Secured Obligations, such assignments to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain all such clauses for the benefit of the Bank as the Bank may require

5 By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to the Bank of the Secured Obligations

6 By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

The Mortgagor may not without the prior written consent of the Bank

(a) (i) (except as expressly provided for in the Mortgage) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (as defined in the Mortgage) (other than the Mortgaged Chattels)

Name of company

\*insert full name  
of Company

\* JOLLYGATE LIMITED (the "Mortgagor")

(11) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,

(b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets,

(11) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) (i) above

By sub-clause 5 6(a) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and chooses in action, rentals and other amounts charged by way of fixed charge under the Mortgage provided that the Bank shall be deemed to receive such rentals and such other amounts referred therein pursuant to the fixed charge contained in that sub-clause and not pursuant to the charge over the Mortgaged property or as Mortgage in possession

## 7 Further Assurance

7 1 The Mortgagor shall at any time if and when required by the Bank execute and deliver to the Bank or as the Bank shall direct such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation as the Bank shall require of and on all or any other Mortgaged Assets to secure the Secured Obligations, such assignments, mortgages, securities, charges, agreements and other legal documentation to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain all such clauses for the benefit of the Bank as the Bank may require including, if so required by the Bank, in the case of a mortgage or charge on the Mortgaged Property or the proceeds of sale thereof, any such clauses as are contained in any of the Bank's standard forms of mortgage from time to time

## SCHEDULE

### THE MORTGAGED PROPERTY

The property known as or being

98 Lovegrove Walk, London E14 9PZ

The Property is

Leasehold

Including the entirety of the property comprised in the document(s) particulars of which are set out below

Date	Description (Conveyance, Lease, Assignment, Assent etc)	Parties
21.12.1989	Lease	(1) Blackwall Estates Limited (2) Wates Built Homes Limited (3) Cottons Landing Management Limited (4) Suzanne Evans

Land Certificate(s) Title No(s).

EGL258381

Administrative Area

Stevenage



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

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

COMPANY NO. 5701528  
CHARGE NO. 22

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 28 JULY 2008  
AND CREATED BY JOLLYGATE LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 2 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 AUGUST 2008



Companies House  
— for the record —

PS



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES