

M

COMPANIES FORM No 395

Particulars of a mortgage or charge

120608 / 13

395

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

1

5841608

Name of Company

*insert full name of company

LONDON BUSINESS LOANS (WHOLESALE) LIMITED (the "Chargor")

Date of creation of the charge

11 June 2007

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

05

Debenture (the "Debenture") dated 11 June 2007 between, amongst others, the Chargor and The Co-Operative Bank plc (the "Bank")

Amount secured by the mortgage or charge

Please see attached continuation sheet for amount secured by the mortgage of charge and definitions used

OK 10

See Fax for Details

Name and address of the mortgagees or persons entitled to the charge

THE CO-OPERATIVE BANK

at P O Box 1AN, 53-57 Blandford Square, Newcastle-upon-Tyne

Postcode

NE99 1AN

Presentor's name address and reference (if any)

Linklaters
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000, London Courier

Ref JJR

Time critical reference

From M



PMO 28/6/07 232
COMPANIES HOUSE
L5BTTQLY
LD2 21/06/2007 383
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

01
95

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed Linklabers LLP

Date 20/06/07

On behalf of chargor

Note

[†] Delete as appropriate

- 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 Chargor 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 Chargor 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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

1 Covenant to Pay

The Chargor with the Bank to pay and discharge on demand all monies, obligation and liabilities now or at any time hereafter due, owing or incurred by the Chargor to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), and whether originally owing to the Bank or otherwise purchase or acquired by it, including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. Such interest shall be calculated and compounded in accordance with the usual practice of the Bank for the time being as well as before any demand made or judgement obtained under the Debenture

Name of Company

London Business Loans (Wholesale) Limited

Short particulars of all the property mortgaged or charged

- 1 Legal Mortgage over the freehold and leasehold property of the Chargor owned at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon
- 2 A Fixed Charge over
 - (i) all freehold, leasehold and other immovable property (including heritable property situated in Scotland) at any time belonging to or charged to the Chargor and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time,
 - (ii) all rights present and future under covenants of title given in relation to the property referred to above (the "**Property**") and the benefit of all its rights against any lessee, sub lessee, licensee or other occupier (and their guarantors and sureties) of the Property),
 - (iii) all rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property,
 - (iv) all licenses, consents and authorisations (both public and private) present and future,
 - (v) all plant, machinery, vehicles, computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement,
 - (vi) the Chargor's goodwill and uncalled capital,
 - (vii) all stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Chargor together with all rights and benefits and property in relation thereto,
 - (viii) all interests in and rights under policies of insurance and assurance belonging to the Chargor and all its rights to other compensation monies payable in respect of assets charged by the Debenture,
 - (ix) all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending application for any of them belonging to the Chargor including all the Chargor's rights under any agreement both present and future relating to the use or exploitation of such rights, and
 - (x) all book and other debts at any time owing to the Chargor and all monetary claims and other amounts recoverable or receivable (whether ascertained or not) by the Chargor or due or owing to the Chargor and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Chargor including payments of or entitlement to claim payment of any taxes, insurance premiums or other over-payments by the Chargor together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances)
- 3 A floating charge over all the Chargor's undertaking Property and assets wherever and wherever both present and future (including heritable and other property and assets in Scotland)

Pursuant to the Debenture, the Chargor has agreed that it will not, without prior written consent to the Bank, create or allow to subsist any mortgage, charge, assignment by way of security pledge,

Name of Company

London Business Loans (Wholesale) Limited

Short particulars of all the property mortgaged or charged

lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt or agree to do so and the Chargor will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of floating charge only) or attempt to agree to do so

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05841608

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th JUNE 2007 AND CREATED BY LONDON BUSINESS LOANS (WHOLESALE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK 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 28th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JUNE 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Lc JJ