

ACC 00400024/13

**M**

COMPANIES FORM NO. 395

**Particulars of a mortgage or charge****395**

CHFP025

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

Please do not  
write in  
this margin

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  
(Address overleaf - Note 6)

For official use

Company number

3

05904675

\*Insert full name  
of Company

Name of company

**TOTHILL LIMITED (the "Company")**

Date of creation of the charge

1 March 2007

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

Deed of Legal Charge (the "Deed")

Amount secured by the mortgage or charge

All or any monies, obligations and liabilities whether certain or contingent, present or future which are now or may at any time hereafter be or become payable, due or owing to the Lender by the Borrower or the Company whether solely or jointly and whether as principal or surety or in respect of which the Borrower or the Company may otherwise be or become liable to the Lender on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Borrower or the Company all fees, costs, expenses (including legal surveyors valuers and other costs on a full indemnity basis) commission, discount, charges and other sums incurred by the Lender pursuant to the Finance Documents or in enforcing payment whether against the Borrower, the Company or others together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated in the relevant Finance Document. References to the Secured Liabilities shall include not only the whole but any part thereof (the "Secured Liabilities").

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

**Anglo Irish Asset Finance plc trading as Anglo Irish Development Finance (the "Lender")**

whose registered office is at 10 Old Jewry, London

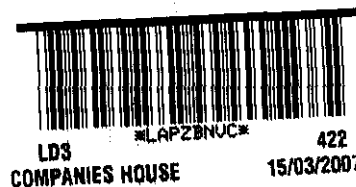
Postcode

EC2R 8DN

Presenter's name and address and

BLUED/307031-8181  
Adelishaw Court Ltd  
Alder Castle  
10 Noble Street  
London  
EC2V 7JW

For official Use



reference (if any):  
Our Ref: BLUED/307031-8181  
Addleshaw Goddard LLP  
Alder Castle  
10 Noble Street  
London EC2V 7JW

Mortgage Section

Post room

Time critical reference

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Short particulars of all the property mortgaged or charged

**1. FIXED SECURITY**

**1.1 Creation**

As security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 2.3 the Chargor charges in favour of the Bank:

(continued....)

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

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

Signed Addleshaw Goddard LLP Date 14 March 2007

On behalf of [mortgagee/chargee]

**Notes**

†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 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.

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;

- 3 (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 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

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## Amount secured by the mortgage or charge (continued)

Company Name: Tothill Limited

Company No: 05904675

1.1.1 by way of first legal mortgage with the payment to the Lender and discharge of the Secured Liabilities with full title guarantee the Mortgaged Property together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter thereon belonging to it and all improvements and additions thereto subject to (but in the case of the properties registered at the Land Registry only to the extent that such are registered or protected on the register or are unregistered interests which override registered dispositions under Section 3 of the Land Registration Act 2002 or have been disclosed to the Lender in writing prior to the date of the Deed) and with the benefit of the existing and future leases, underleases, tenancies, agreements for lease rights, covenants and conditions affecting the same but otherwise free from encumbrances other than as permitted by the Facility Letter or disclosed to the Lender in writing prior to the date of the Deed; and

1.1.2 by way of a first fixed charge:

- (a) all rights under any agreement relating to the acquisition of the Mortgaged Property by or for the Company and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Mortgaged Property;
- (b) all plant and machinery belonging to the Company and its interest in any plant or machinery in its possession and in each case situate at the Mortgaged Property and in all Fixtures;
- (c) all benefits, claims and returns of premiums in respect of the Insurances;
- (d) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
- (e) all moneys standing to the credit of any Security Account (including, without limitation, any Rent Account);
- (f) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Company in relation to the Mortgaged Property;
- (g) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by the Company in relation to anything in sub-paragraph 2.1.2(f) of the Deed as described at sub-paragraph 1.1.2(f) of this Form 395;
- (h) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Mortgaged Property and the right to recover and receive all compensation which may be payable to it;
- (i) the benefit, to the extent vested in the Company, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in each case in relation to the Mortgaged Property, including all rights and remedies available to the Company against such persons;
- (j) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights in each case in relation to the Mortgaged Property.

## 1.2 Assignment

The Company as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed as described at paragraph 1.3 of this Form 395, assigns to the Lender by way of security:

1.2.1 all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease; and

1.2.2 all its rights (if any) under any insurance relating to the Mortgaged Property which the seller of that Mortgaged Property assigned to the Company in the sale and purchase agreement for that Mortgaged Property or to which the Company is otherwise entitled.

1.3 **Title Guarantee**

1.3.1 Every disposition effected by the Deed is made with full title guarantee.

1.3.2 The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2. **UNDERTAKINGS**

2.1.1 **Disposals**

(a) The Company shall not, either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer, lease or otherwise dispose of all or any part of the Mortgaged Property except with the Lender's prior written consent.

(b) The Lender consents to the disposal of the Mortgaged Property in an arm's length transaction at a fair open market price at or above its Initial Valuation provided that the Sales Proceeds are applied in full repayment of the Secured Liabilities.

2.1.2 **Restrictions on dealings**

The Company shall not create or permit to subsist any Encumbrance of whatsoever nature on the Mortgaged Property or any Security Asset other than as created by the Deed or by any other document pursuant to the Facility Letter.

3. **FURTHER ASSURANCES**

The Company shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Lender or a Receiver may reasonably require for:

3.1 perfecting or protecting the security intended to be created by the Deed over any Security Asset; or

3.2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset; including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient.

4. **DEFINITIONS**

**Borrower** means Broadgate Developments No. 2 Limited (registered in England and Wales with company no. 05996732 and whose registered office is at 26 Great Portland Street, London W1W 8QT)

**Encumbrance** means any form of mortgage, charge, pledge, lien, assignment, hypothecation, right of set off or other security interest or any agreement or arrangement having the effect of creating any such

**Facility Letter** means the facility letter dated 20 February 2007 issued by the Lender to the Borrower and any variations of, supplements to or replacements of the same from time to time and agreed between the Lender and the Borrower

**Finance Documents** shall mean the Facility Letter, the Deed, the Subordination Deed and any other document conferring security for the Secured Liabilities

**Fixtures** means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property other than tenant's fixtures and fittings not belonging to the Company

**Initial Valuation** means the Valuation of the Mortgaged Property of £4,000,000, made by the Lender's valuer prior to the date of the Deed

**Insurances** means all contracts and policies of insurance taken out by or for the Company or in which the Company has an interest (to the extent of that interest) in relation to the Mortgaged Property

**Mortgaged Property** means the freehold property (including the Premises) described in Schedule 1 of the Deed as described at Schedule 1 to this Form 395 and hereby expressed to be charged by way of first fixed legal mortgage in favour of the Lender (including capital monies and investments representing the same) for payment of the Secured Liabilities and where the context so admits the expression Mortgaged Property shall include all other property and monies charged or otherwise secured by the Deed

**Occupational Lease** means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property may be subject from time to time including the arrangements specified in Schedule 2 of the Deed as described at Schedule 2 to this Form 395 and, if the Company itself has a leasehold interest in the Mortgaged Property, includes, where the context admits the lease subject to which it holds the Mortgaged Property

**Premises** means any building or other edifice on the Mortgaged Property or other Security Asset

**Receiver** means a receiver and manager or (if the Lender so specifies in the relevant appointment) a receiver, in either case, appointed under the Deed or pursuant to any statute

**Rent Account** means any Security Account established and maintained in the name of the Company at the Lender for the purposes of paying in and/or receiving Rental Income

**Rental Income** means at any time:

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all agreements for, or actual, licences or leases to which the Company's interest in the Mortgaged Property is in reversion (whether mediate or immediate) and to which the Company is entitled, and
- (b) all other monies derived by the Company from any third parties relating to the use and/or occupation of the Mortgaged Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums properly realised from any deposit held as security for the

performance of tenants' obligations)

but excluding in any case, any sum by way of service charge, value added tax, insurance payments

**Report on Title** means any title report or certificate of title pertaining to the Mortgaged Property and provided to the Lender before the date of the Deed

**Sales Proceeds** means any and all sums (other than Rental Income) payable to the Company, whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of any interest in, the Mortgaged Property or any part of it, and including:

- (a) any other sums of a capital nature (but not payments of compensation for failure to repair the Mortgaged Property) derived from the Mortgaged Property or any dealing with it; and
- (b) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting the Mortgaged Property or any part of it,

in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation

**Security Account** means any account established or maintained in the name of the Company

**Security Assets** means all assets of the Company the subject of any security created by the Finance Documents (and includes the Mortgaged Property)

**Subordination Deed** means the deed of subordination dated on or about the date of the Deed and entered into between, inter alia, the Company, the Borrower and the Lender

#### **SCHEDULE 1**

##### **Mortgaged Property**

The freehold land and buildings known as Scarisbrick Hall, Ormskirk L40 9RQ registered at the Land Registry under title number LA829155.

#### **SCHEDULE 2**

##### **Occupational Leases**

Lease dated 1 March 2007 between Tothill Limited and GEMS Spartacus Limited for a term expiring on 17 August 2007.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05904675

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF LEGAL CHARGE DATED THE 1st MARCH 2007 AND CREATED BY TOTHILL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER OR THE COMPANY TO ANGLO IRISH ASSET FINANCE PLC T/A ANGLO IRISH DEVELOPMENT FINANCE 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 15th MARCH 2007.

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

*PDm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES