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COMPANIES FORM NO 395

395

Particulars of a 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

L00814/182

To the Registrar of Companies

For Official Use Company Number

*Insert full
name of
company

Name of company

Esquire Pearl Realty (Danbury) Limited ("Company")

Date of creation of the charge

13 December 2007

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

Legal Charge containing fixed and floating charges (the "Legal Charge")

Amount secured by the charge

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**")

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

Bank of Scotland PLC ("**BoS**") (Corporate Division) whose registered office is at The Mound, Edinburgh EH1 1YZ and whose address for correspondence is Birmingham Corporate Centre, 55 Temple Row, Birmingham, B2 5LS

Presenter's name, address and
reference (if any)

Cobbetts LLP
One Colmore Square
Birmingham
B4 6AJ

Ref BA560 65

For Official Use
Mortgage section

Post Room

WEDNESDAY



A22 19/12/2007 42
COMPANIES HOUSE

Time critical reference

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Short particulars of all the property charged

- 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 the 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, and
- 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

/continued

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)

N/A

For the Bank of Scotland PLC

Signed



Date 18 December 2007

On behalf of **BoS**

* 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 The address of the Registrar of Companies is -
Companies House, Crown Way, Cardiff CF14 3UZ

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PARTICULARS OF MORTGAGE OR CHARGES

Name of Company Esquire Pearl Realty (Danbury) Limited

Number of Company 06364434

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Legal Charge in favour of BoS dated 13 December 2007

Definitions

"Charge" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to BoS

"Company" means any and every person who is referred to in the Legal Charge as the Company and also

- (i) the Company's successors and personal representatives, and
- (ii) any person who claims any estate, right or interest from or through the Company in the Secured Liabilities owed by the Company

"Expense" or "Expenses" mean the total of the following

- (i) 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,
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Legal Charge and which are either repayable by the Borrower under the Legal Charge or are incurred in the exercise by BoS or the Receiver of their powers under the Legal Charge,
- (iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Legal Charge) with the Property,

together with Value Added Tax upon such sums where appropriate

"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities

"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

- (i) the Owner's successors and personal representatives, and
- (ii) 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 Charge

"Property" means the leasehold property known as Land adjacent to Broomfield Hospital, Chelmsford, Essex, registered at the Land Registry under title number EX790517, together with any other assets or rights charged by the Charge

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property

"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

Notes

The Owner will not without the prior written consent of BoS

- (a) grant or accept the surrender of any lease or tenancy of all or part of the Property whether under the powers given by Sections 99 and 100 of the Law of Property Act 1925 or otherwise, or
- (b) extend, renew, vary or terminate either the Lease or any lease or tenancy granted by the Owner or his predecessors in title in favour of any third party of all or part of the Property,
- (c) give any consent to transfer or underlet any such lease or tenancy,
- (d) give up the possession of all or any part of the Property or grant any licence or right to occupy all or any part of the Property, or
- (e) agree to do any of such things

The Company will not

- 1 without the prior written consent of BoS create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS),
- 2 without the prior written consent of BoS sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of BoS,
- 3 make any structural alteration to any buildings or other erections on the Property or to apply for any planning consent for the development or change of use of the Property and not to do or allow or omit to be done anything which might adversely affect the value or marketability of the Property,
- 4 allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Property (or any part thereof) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting the Property (or any part thereof),
- 5 deal with any claim for compensation, however arising, in respect of all or part of the Property other than in accordance with the requirements of BoS, and if required by BoS to pay to BoS in reduction of the Secured Liabilities all or part of such compensation,
- 6 Without the prior written consent of BoS do or allow to be done or omit to do on the Property anything which might lead either to the Owner incurring any liabilities or committing any offence under the Environmental Protection Act 1990 or incur any other liability as a result of the pollution of the Property or to the Property being entered upon any registers of land which may have been put to a contaminative use under that Act and further to send copies to BoS of any notice received in connection with environmental matters relating to the Property

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06364434

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 13th DECEMBER 2007 AND CREATED BY ESQUIRE PEARL REALTY (DANBURY) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th DECEMBER 2007

*PO
HMEY*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES