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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395 A/C - 00400024.

Particulars of a mortgage or charge

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

11

6570726

Name of company

* Theowal Limited whose registered office is at Euro House, 131-133
Ballards Lane, London N3 1GR (Chargor)

Date of creation of the charge

6 August 2008

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

Supplemental Legal Charge relating to a Deed of Debenture between Chargor
and Security Trustee (as defined below) (Deed)

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever, of the Chargor to the Beneficiaries (including, without
limitation under the Transaction Documents) except for any obligation
which, if it were so included, would result in a contravention of section
151 of the Companies Act 1985 (Secured Liabilities)

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

Bank of Scotland PLC (Security Trustee)
3-5 Albyn Place
Aberdeen

Postcode AB10 1PY

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London,
WC1B 3XD

CHAMAA/312162-290

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



LIZB12EU

LD2

19/08/2008

189

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 FIXED CHARGE

1 1 Charge

The Chargor, as security for the payment and performance of the Secured Liabilities in the manner specified in Clause 2 2 of the Deed (as referred to in clause 1 2 of this Form 395), charged in favour of the Security Trustee by way of first legal mortgage its rights, title and interest in and to the Legally Mortgaged Property

1 2 Title Guarantee

(a) Every disposition effected by the Supplemental Legal Charge is made with full title guarantee

(b) 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 Act (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants

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 Adleshaw Goddard LLP Date 18 August 2008

On behalf of ~~XXXXXX~~ [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**

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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)

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)

1.3 Notification of Charge

It was agreed that the Chargor shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry in its name and against which this Supplemental Legal Charge may be noted

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 6 August 2008 in favour of Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) referred to in the Charges Register "

1.4 Tacking and further advances

It was agreed that the Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrowers, and the security has been made for securing such further advances The Security Trustee and the Chargor by the Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all registered property at the date of the Deed and any time thereafter of the Chargor (and any unregistered properties subject to compulsory first registration at the date of the Deed)

2 INTERPRETATION**2.1 Definitions**

In this Form 395, the following terms have the following meanings

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 23 of the Facility Agreement (Changes to Obligors)

Additional Guarantor means a company which has become an Additional Guarantor in accordance with clause 23 of the

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Facility Agreement (Changes to Obligors)

Additional Obligor means an Additional Borrower or an Additional Guarantor

Agent means Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland)

Arranger means Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland)

Beneficiary means each Finance Party, the Hedging Counterparty Guarantor and the Hedging Counterparty

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 23 (Changes to the Obligors) of the Facility Agreement

Company means Frantino Limited (a company incorporated under the laws of the British Virgin Islands with registration number 646072)

Debenture means a deed of debenture dated 6 August 2008 between the Chargor and the other companies defined therein as Chargors and the Security Trustee as security trustee

Deed of Custody means the deed of custody and guarantee entered into on or about the date of the Facility Agreement between (1) the Company and EML (2) RPG and (3) the Security Agent

EML means Estates & Management Limited, a company incorporated under the laws of England and Wales with registration number 3244100

Facility means the revolving loan facility made available under this Agreement as described in clause 2 (The Facility) of the Facility Agreement

Facility Agreement means a facility agreement dated 30 June 2005 and entered into between, inter alios, Frantino Limited as company, the companies listed in part 1 of schedule 1 to such facility agreement as original borrowers, the companies listed in such part 1 as original guarantors and The Governor and Company of the Bank of Scotland (now Bank of Scotland plc) as security agent, arranger and facility agent as amended by an amendment agreement dated 22 June 2006, as amended and restated by an amendment agreement dated 20 December 2007 and as acceded to and amended from time to time

Facility Obligor means the Company, each Borrower and each Guarantor

Fee Letter means any letter or letters dated on or after the date of the Facility Agreement between the Arranger and the Original Borrowers (or the Agent and the Original Borrowers) setting out any of the fees referred to in clause 11 (Bank Accounts of the Facility Obligors) of the Facility Agreement

Finance Documents means the Facility Agreement, the Interest Shortfall Guarantee, each Fee Letter, any Subordination Deed, the Intercreditor Agreement, the Hedging Counterparty Indemnity, each Deed of Custody, each Security Document and any other document designated as such by the Agent and the Company

Finance Party means each Lender, the Agent, the Security Agent and the Arranger

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 23 of the Facility Agreement (Changes to Obligors)

Hedging Agreement means each ISDA master agreement entered into from time to time between a Borrower and Hedging Counterparty, the schedule to such agreement and the confirmation under such agreement for the purpose of hedging the interest rate liabilities of the Borrowers in relation to the Facility

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Hedging Counterparty means Bank of Scotland plc (formerly HBOS Treasury Services plc)

Hedging Counterparty Guarantee means the guarantee dated on or about the date of the Facility Agreement given by the Hedging Counterparty Guarantor to the Hedging Counterparty in respect of the obligations of a Borrower under the corresponding Hedging Agreements

Hedging Counterparty Guarantor means Bank of Scotland plc

Hedging Counterparty Indemnity means the indemnity dated on or about the date of the Facility Agreement granted by a Borrower to the Hedging Counterparty Guarantor in respect of the corresponding Hedging Counterparty Guarantee

Interest Shortfall Guarantee means the limited guarantee entered into between RPG and the Security Agent

Legally Mortgaged Property means each freehold/leasehold or heritage property (including the Premises) specified in the Schedule to the Deed (as referred to in the schedule to this Form 395)

Lender means

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 22 of the Facility Agreement

Original Borrower means Fairhold Holdings (2006) Appts Limited, company number 5380171, Fairhold Holdings (2006) RPI Limited, company number 5476710, Fairhold Holdings (2006) Houses Limited, company number 5476758

Original Guarantor means Frantino Limited registered in the BVI, Fairhold Holdings (2006) Appts Limited with registered number 5380171, Fairhold Holdings (2006) RPI Limited with registered number 5476710, Fairhold Holdings (2006) Houses Limited with registered number 5476758, Wenghold Limited with registered number 5460924, Dentberg Limited with registered number 5460927, Campback Limited with registered number 5460935, Estates & Management Limited with registered number 3244100

Original Lender means Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland)

Premises means any building or other edifice from time to time on any Property

Property means each freehold and/or leasehold property and/or rentcharges specified in a Property Schedule together in each case with the Premises thereof (and includes, as the context requires, any part thereof)) (and **Properties** shall be construed accordingly) but excluding those Properties which are from time to time released from the Security Documents in accordance with the provisions hereof

RPG means Rotch Property Group Limited a company incorporated in England and Wales with registered no 1505228

Security Documents means each Debenture, each Share Mortgage, any Title Insurance (where the relevant Facility Obligor has effected the same) and any other document designated as a Security Document by the Security Agent and the Company

Share Mortgage means the mortgages of shares in a Borrower or the other Facility Obligor granted on or about the date of the Facility Agreement in favour of the Security Agent by the Company (or, in relation to any Additional Obligor, or about the date on which such person became an Additional Obligor)

Subordination Deed means any agreement or deed pursuant to which the claims of any person making a loan to a Facility Obligor are subordinated to the claims of the Beneficiaries against such Facility Obligor in a manner satisfactory to the

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Security Agent

Title Insurance means the policy of title indemnity insurance dated on or about the date [hereof] of the Facility Agreement and provided for the Agent by First Title Insurance plc or such alternative title indemnity insurance as the Agent may require from time to time

Transaction Documents means the Finance Documents and any Hedging Agreement

THE SCHEDULE LEGALLY MORTGAGED PROPERTY

- 1 The property known as Abbey Court being land lying to the west side of London Road South, Poynton, Stockport and registered under Title Number CH549034
- 2 The property known as Ashworth Heights being land on the east and west sides of Ashworth Street, Bury and registered under Title Number GM442176
- 3 The property known as Bakers Mews being 5, 7, 9, 11, 15, 17, 19 and 21 Bakers Mews Tarleton and parking spaces for 7, 11, 15, 17, 19 and 21 and registered under Title Number LAN33162
- 4 The property known as Chelford House being Chelford House, Offerton Road, Offerton and registered under Title Number GM521542
- 5 The property known as Claremont Gardens being land at Claremont Street, Freshwater Drive and Waters Edgem Ashton under Lyne and registered under Title Number LA144641
- 6 The property known as Crompton Gardens being land and buildings on the south side of Crompton Way, Bolton and registered under Title Number GM872183
- 7 The property known as High Barn being land on the south side of High Barn Road, Royton and registered under Title Number GM933627
- 8 The property known as Hurst School being land on the west side of Queens Road, Ashton under Lyne and registered under Title Number GM946788
- 9 The property known as Limehurst being land lying to the east of Oldham Road, Ashton under Lyne and registered under Title Number GM897438
- 10 The property known as Queensway being land and buildings on the east side of Queens Road, Hurst and registered under Title Number LA152419
- 11 The property known as Redbrow Hollow being land and buildings on the south side of Compstall Road, Romiley and registered under Title Number GM929928 and GM929917
- 12 The property known as Torkington being 30 and 32 Torkington Road, Wilmslow and registered under Title Number CH120763
- 13 The property known as West Towers Mews being 8, 9, 10 and 11 West Towers Mews and car parking spaces, Church Lane, Marple, Stockport and registered under Title Number MAN51471



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6570726
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 6 AUGUST 2008 AND CREATED BY THEOWAL LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE BENEFICIARIES 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 19 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 AUGUST 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES