

# M

COMPANIES FORM No. 395

213669 / 26

## 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.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

19

05828668

Name of company

\* Wellbark Property Unlimited (the "Borrower")

Date of creation of the charge

10 March 2008

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

2 Legal Charge (the "Agreement") made between the Borrower and Lloyds TSB Bank plc (the "Bank")

Amount secured by the mortgage or charge

please see attached continuation sheet ./

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

Lloyds TSB Bank plc of 25 Gresham Street, London  
Postcode EC2V 7HN

Presenter's name address and reference (if any)

K&L Gates  
110 Cannon Street  
London  
EC4N 6AR

JZL/AYM/6011250 00013

Time critical reference

For official Use (06/2005)  
Mortgage Section

FRIDAY

Post room



LD4 \*LQ2FFY05\*  
14/03/2008  
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

Particulars as to commission allowance or discount (note 3)

Nil

Signed K&L Gentes Date 14 March 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

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**

† delete as appropriate

**Amount secured by the mortgage or charge (cont...)**

The Borrower covenants with the Bank to

- (a) discharge on demand from time to time the Secured Obligations as and when they fall due,
- (b) pay to the Bank on demand from time to time the Expenses,
- (c) pay to the Bank on demand from time to time Interest on the obligations and liabilities of the Borrower to the Bank covenanted to be discharged and/or paid under clauses 2 1(a) and 2 1(b) of the Agreement from the date on which the Borrower has agreed to pay Interest on them or, if there is no such agreement, from the date on which they become due of (in the case of any Expense) the date of the Bank's payment until the date of discharge or payment

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**Short particulars of all the property mortgaged or charged (cont...)**

**1 SECURITY**

1 1 As a continuing security for the discharge and payment of the Secured Obligation and with full title guarantee, the Borrower

- (a) charged to the Bank by way of legal mortgage all its interests in the Properties and otherwise by way of fixed charge the Properties (to the full extent of its interests in the Properties or their proceeds of sale),
- (b) except to the extent that the same shall have been assigned to the Bank pursuant to the Assignment of Rental Income, assigned to the Bank its interests in the benefit of all covenants and rights relating to the Properties and the benefit of all easements serving or relating to the Properties, subject to reassignment on redemption,
- (c) except to the extent that the same shall have been assigned to the Bank pursuant to the Assignment of Rental Income, assigned to the Bank all of its rights and benefits under any leases, tenancies, agreements for lease and licences in respect of the Properties, all the proceeds of any claim, award or judgement arising out of any of them and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing (in each case whether now or in the future) subject to reassignment on redemption,

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- (d) assigned to the Bank the proceeds of each policy of insurance now or in the future issued in relation to the Properties and the other assets charged by the Agreement, subject to reassignment on redemption,
  - (e) charged to the Bank by way of fixed charge its interests in all landlord's fixtures and fittings from time to time attached to the Properties,
  - (f) will, following the occurrence of an Event of Default which is continuing unremedied to the satisfaction of the Bank or unwaived, promptly on request from the Bank serve notice on any person who is a party to a tenancy or licence or any other agreement the benefit of which has been changed or assigned to the Bank under the Agreement of the Bank's interest in the Charged Property such notice to be in substantially the same form as set out in Schedule 2 of the Agreement or in such form as the Bank may reasonably require and to use its reasonable endeavours to procure that such person acknowledges receipt of the notice in a form satisfactory to the Bank
- 1 2 The fixed security created by clauses 3 1(a) to 3 1(e) of the Agreement shall constitute first ranking fixed security
- 1 3 For the avoidance of doubt, the Bank agrees that, notwithstanding clause 3 1(d) of the Agreement, clause 10 9(e) of the Facility Letter shall have effect in relation to the insurance proceeds referred to therein

**Note, inter alia, that:**

- 2 The Borrower shall not without the prior written consent of the Bank do any of the following
- (a) (except in favour of the Bank) create or permit to arise or continue any Encumbrance affecting its interests in the Charged Property now and in the future nor increase nor extend any liability of the Borrower secured on any of the Charged Property now or in the future,
  - (b) save as permitted by the Facility Letter, dispose of the Charged Property,
  - (c) save as permitted by the Facility Letter, enter into any onerous or restrictive obligations affecting the Property or any part of it
- 3 If the Bank does consent to the creation of a mortgage or charge on the Charged Property it may require a priority agreement or deed with the mortgagee or chargee In the case of registered land this will require registration and will be a public document

- 4 The Borrower shall apply and agrees that the Bank may apply for a restriction to be entered on the register of any registered land that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge be registered without a written consent signed by the proprietor for the time being of the charge dated 10 March 2008 in favour of the Bank referred to in the charges register (or his conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer

For the purposes of form M395 and this continuation sheet, the following terms shall have the following meanings

**"Assignment of Rental Income"** means the assignment of rental income dated 10 March 2008 executed by the Borrower and the Bank,

**"Base Rate"** has the same meaning as in the Facility Letter,

**"Charged Property"** means the Properties and the assets and undertaking, charged and/or assigned by the Borrower to the Bank by clause 3 of the Agreement,

**"Encumbrance"** includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien),

**"Event of Default"** has the same meaning as in the Facility Letter,

**"Expenses"** means all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Bank at any time in connection with the Agreement, the Charged Property or the Secured Obligations or in taking, perfecting, preserving, defending or enforcing the Agreement (or any of the security created by it) or in exercising any right or power under the Agreement or otherwise,

**"Facility Letter"** means the facility letter dated 26 April 2007 from the Bank and accepted by the Borrower on 2 May 2007 and as supplemented by a letter dated 28 January 2008,

**"Interest"** means in respect of any obligation or liability the rate being the higher of 2% per annum above the Base Rate and the highest rate payable from time to time under the Facility Letter,

**"Properties"** means the properties specified in the schedule below (including all buildings thereon) (and **"Property"** means each of them),

“Secured Obligations” means all the obligations and liabilities of the Borrower to the Bank of any kind and in any currency (whether now or in the future, actual or contingent and whether owned by the Borrower as principal or surety or incurred alone or jointly with another and whether owed to the Bank as original obligee or as assignee or transferee),

**SCHEDULE**

**Properties**

<b>Address or Description of Property</b>	<b>Title Number (if any)</b>
18 Earlsfield Road, London SW18 3DW	30712
304 Westbourne Grove, Notting Hill, London W11 2PS	313286



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

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

COMPANY NO. 5828668  
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 10  
MARCH 2008 AND CREATED BY WELLBARK PROPERTY  
UNLIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 14 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MARCH 2008

PO  
J.S.

