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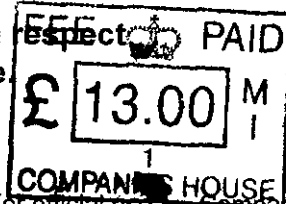
COMPANIES FORM No. 395

Particulars of a mortgage or charge

0113071213

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number
[1213] 22473

Name of company

* WYNNSTAY PROPERTIES PLC (the "Chargor")

*insert full name of Company

Date of creation of the charge

26 May 2006

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

Fixed charge over land dated 26 May 2006 granted by the Chargor in favour of the Lender (the "Fixed Charge").

Amount secured by the mortgage or charge

Please see attached sheet.

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

N M Rothschild & Sons Limited of New Court, St Swithin's Lane, London (the "Lender")
Postcode EC4P 4DU

Presentor's name address and reference (if any):

Trowers & Hamlins
Sceptre Court
40 Tower Hill
London
EC3N 4DX

SKH.45010.25.NCG

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



A13 *A1PSCFWF* 419
COMPANIES HOUSE 01/06/2006

Short particulars of all the property mortgaged or charged

Please see attached 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)

N/A

Signed *Trowers & Haining*

Date *31 / 04 / 2006*

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

CONTINUATION SHEET FROM Particulars of a mortgage or charge 395

Amount secured by mortgage or charge (continued)

All the money and liabilities now or hereafter due owing or incurred to the Lender by the Chargor under the terms of the Finance Documents (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations) in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Lender in connection therewith (the **"Secured Liabilities"**).

"Amendment and Restatement Agreement" means the agreement dated 26 May 2006 made between the Chargor and the Lender as lender and arranger

"Deed of Assignment" means the assignment of rent and hedging arrangements dated the date of the Restatement Date granted by the Chargor in favour of the Lender

"Drawdown Notice" means a notice in writing substantially in the form in the Loan Agreement

"Finance Document" means each of:

- (a) the Security Document;
- (b) the Initial Legal Charge;
- (c) the Further Legal Charge;
- (d) the Deed of Assignment;
- (e) any Managing Agents' Duty of Care Agreement;
- (f) any Transfer Certificate;
- (g) any Drawdown Notice;
- (h) any other document from time to time creating, evidencing or entered into as security for, or supporting, any of the Secured Liabilities;
- (i) any document designated as such in writing by both the Lender and the Chargor; and
- (j) any document entered into pursuant to, or which amends or varies, any document referred to in paragraph (a) – (i) (inclusive) above

"Further Legal Charge" means the legal charge over the Further Property dated the date of the Restatement Date granted by the Chargor in favour of the Lender

"Further Property" means Unit 1 Whitworth Road, Crawley, Sussex

"Initial Legal Charge" means the legal charge over the Initial Properties dated 27 September 2001 granted by the Chargor in favour of the Lender

“Initial Properties” means:

- (a) Unit 3, Eastern Road, Aldershot, Hampshire;
- (b) 13 & 14, 15-17 & 18 Short Wyre Street, Colchester, Essex;
- (c) Wynnstay House, 121 High Street, Cosham, Hampshire;
- (d) Units 6 & 7 Vines Road, Diss, Norfolk;
- (e) 207/223 High Street, Dorking, Surrey;
- (f) Kilmuir House, 1 Depot Road, Epsom, Surrey;
- (g) 53/54 High Street, Gosport, Hampshire;
- (h) Heathfield Industrial Estate, 1 Browning Road, Heathfield, East Sussex;
- (i) Hertford Industrial Estate, Mimram Road, Hertford, Hertfordshire;
- (j) “Rico’s”, North Street, Midhurst, West Sussex;
- (k) Units 11 to 16, Norwich Industrial Estate, Marriott Close, Heigham Street, Norwich, Norfolk;
- (l) St Neots Industrial Estate, 97-99 Huntingdon Street, St Neots, Cambridgeshire;
- (m) 64/66 High Street, Shirley, Southampton, Hampshire;
- (n) 9-23 Third Cross Road, Twickenham, Middlesex; and
- (o) Bellbrook Industrial Estate, Plot 24, Bell Lane, Uckfield, East Sussex

“Loan Agreement” means the Loan Agreement dated 19 June 2001 (as amended on 6 August 2004 and as amended and restated on the Restatement Date) between the Chargor and the Lender (in its capacity as lender and as arranger) under which the Lender has agreed to make available the loan facilities to the Chargor

“Managing Agent” means any firm of chartered surveyors appointed by the Chargor and approved by the Lender to act as managing agent (such approval not to be unreasonably withheld or delayed)

“Managing Agents’ Duty of Care Agreement” means any agreement, in form and substance satisfactory to the Lender, between the Managing Agent (if any) and the Lender in relation to the management of each Property

“Restatement Date” means 26 May 2006

“Transfer Certificate” means a certificate substantially in the form in the Loan Agreement

Short Particulars of all property mortgaged or charged

The Chargor charges in favour of the Lender with full title guarantee for the payment and discharge of the Secured Liabilities by way of first fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Chargor at the date of this deed will be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 1.1 the Real Property;
- 1.2 the benefit of all guarantees, indemnities, agreements, undertakings and warranties relating to the same;
- 1.3 all furniture, furnishings, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargor and the benefit of all contracts, licences and warranties relating to the same;
- 1.4 the benefit of all licences, consents and authorisations held or utilised by the Chargor in connection with the Real Property or the use of any of the Real Property; and
- 1.5 all its rights and interests in and claims under the Insurances issued in relation to the Real Property.

The Chargor assigns and agrees to assign by way of security to the Lender with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 1.1 all claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Real Property (save where it relates to Rental Income);
- 1.2 all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the Real Property; and
- 1.3 the benefits of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the valuers, professional advisers, contractors or sub-contractors or manufacturers, suppliers and installers of any Fixtures in each case in connection with the Real Property.

The Chargor charges in favour of the Lender with full title guarantee for the payment and discharge of the Secured Liabilities by way of floating charge all moveable plant, machinery, implements, building materials of all kinds, utensils, furniture and equipment now or from time to time placed on or used in or about the Real Property and belonging to the Chargor.

The Chargor will not, without the prior written consent of the Lender, create, or permit to arise, or continue (in favour of any person other than the Lender) any Security Interest over the Charged

Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets.

The Chargor will not, without the prior written consent of the Lender (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of the Charged Assets charged or assigned or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

“Charged Assets” means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Lender by the Chargor under the Fixed Charge

“Fixtures” includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Real Property

“Insurances” means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Charged Assets

“Lease” means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy and any agreement for the grant of any foregoing

“Occupational Lease” means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy and any agreement for the grant of any foregoing to which the Real Property is subject from time to time

“Real Property” means:

- (a) Unit 1, Whitworth, Crawley, Sussex, title number WSX110332;
- (b) any Fixtures from time to time situated on or forming part of such freehold or leasehold property; and
- (c) all Related Rights

“Related Rights” means, in relation to any asset:

- (i) the proceeds of sale of any part of that asset;
- (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (iii) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (iv) any monies and proceeds paid or payable in respect of that asset

“Rental Income” means all sums paid or payable to or for the benefit of the Chargor arising from the letting use or occupation of the Real Property including (but without double counting):

- (i) rents, licence fees and equivalent sums reserved or made payable;
- (ii) sums received from any deposit held as security for performance of any tenant's obligations;
- (iii) proceeds of insurance in respect of loss of rent;
- (iv) receipts from or the value of consideration given for the surrender or variation of any letting;
- (v) proceeds paid by way of reimbursement of Service Charge Expenses;
- (vi) proceeds paid for a breach of covenant under any lease in relation to the Real Property and for expenses incurred in relation to any such breach;
- (vii) any contribution to a sinking fund paid by an occupational tenant;
- (viii) any contribution by an occupational tenant of the Real Property to ground rent due under any lease out of which the Chargor derives its interest in the Real Property;
- (ix) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (x) interest, damages or compensation in respect of any of the items in this definition; and
- (xi) any VAT on any sum mentioned in this definition

“Service Charge Expenses” means expenses incurred or to be incurred by or on behalf of the Chargor in the management, maintenance and repair of, or the provision of services specified in any Occupational Lease in respect of, any Property and the payment of insurance premiums for the Real Property

“Security Interest” means any mortgage, pledge, lien, charge, security assignment, hypothecation, security interest or any other agreement or arrangement (such as sale or lease and lease back, a blocked account, set-off or similar flawed asset arrangement) having a commercial effect analogous to the conferring of security.

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

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

COMPANY No. 00022473

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE OVER LAND DATED THE 26th MAY 2006 AND CREATED BY WYNNSTAY PROPERTIES PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO N M ROTHSCHILD & SONS LIMITED 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 1st JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JUNE 2006.

DDM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES