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COMPANIES FORM No. 395

Particulars of a mortgage or charge

CHFP041

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

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

4

02871176

Name of company

*Alphastar Investments Limited (the Company)

Date of creation of the charge

11 July 2008

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

Third Party Legal Charge dated 11 July 2008 between the Company and Qatar National Bank S A Q (the Lender) (the Charge)

Amount secured by the mortgage or charge

Please see section A of the attached continuation sheets

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

The Lender whose registered address is P O Box 1000 Doha, State of Qatar

See above

Postcode

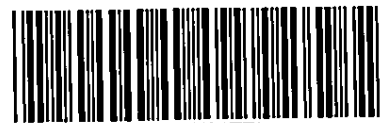
Presenter's name, address and reference (if any)

Speechly Bircham LLP
~~6 New Street Square~~
London
~~EC4A 3LX~~
DX 54 Chancery Lane

Time critical reference
JPL/JSL/325213

For official use (02/2006)
Mortgage Section

TUESDAY



LD4

29/07/2008

73

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see section B of the attached continuation sheets

Please do not write in this margin

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

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

N11

Signed *Speckley Birdam LLP*

Date 29 July 2008

On behalf of [company] [~~mortgagee/chargee~~] †

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 are to be made payable to Companies House
6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

**Companies Form 395 – Particulars of a mortgage or charge
Pursuant to section 395 of the Companies Act 1985**

Company Number 2871176

To the Registrar of Companies
Alphastar Investments Limited

Continuation Sheets

A). AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- 1 All moneys obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Borrower to the Lender under the terms of the Facility Agreement or the Charge whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever including all Expenses (the **Secured Liabilities**)

B). SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

2. SECURITY

- 2 1 The Company charged to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities, by way of assignment, the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons,
- 2 2 Under the Charge, the Company shall at any time on written demand by the Lender procure that the Rental Income shall be paid directly to its account with the Lender (or such other account as the Lender may from time to time direct) and the Company shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing Following any such demand until such payment, the Company shall hold all Rental Income on trust for the Lender
- 2 3 Under the Charge, the Company shall promptly on demand execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which the Lender may require for perfecting

or protecting the Charge or the priority of the Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any Receiver

3 FURTHER ADVANCES

3.1 The Charge is intended to secure further advances but the Lender is not obliged to make them

4 RESTRICTIONS

The Company shall not without the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed

- (a) create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof Subject as aforesaid, any mortgage of or charge on the Property created by the Company (otherwise than in favour of the Lender) shall be expressed to be subject to the Charge,
- (b) sell, convey, assign or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Company in relation to the Property or agree to do any of the foregoing,
- (c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing,
- (d) part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing,
- (e) compound release exchange set-off grant time or indulgence in respect of or otherwise deal with any of the Rental Income or the debts or policies charged to the Lender under the Charge or do anything whereby the recovery of the same may be impeded delayed or prevented and the Company shall enforce its rights in respect of the same

5 POWER OF ATTORNEY

The Company thereby irrevocably appointed the Lender and the Receiver jointly and also severally the Attorney and Attorneys of the Company for the Company and in the name and on behalf of the Company and as the act and deed of the Company or otherwise to sign seal deliver and execute as a deed and otherwise perfect any deed assurance agreement instrument or act which may be reasonably required or may be reasonably deemed proper for any of the purposes referred to in or

otherwise in connection with the Charge. The Company ratified and confirmed and agreed to ratify and confirm whatever any attorney appointed under Clause 17 of the Charge properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to therein.

The power of attorney thereby granted is irrevocable and for value as part of the security constituted by the Charge.

C). DEFINITIONS

Agreement for Lease means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis).

Borrower means a certain third party who has been granted loan facilities or other banking facilities or accommodation on or about the date of the Charge by the Lender.

Encumbrance means any mortgage charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment.

Expenses means all interest, commission fees and legal and other reasonable costs, charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or the Company or the Charge and the preparation, negotiation and creation of the Charge and/or in relation to the Property and/or breach of any provision of, and the protection, realisation or enforcement of, the Charge in each case on a full indemnity basis.

Facility Agreement means any facility agreement between the Borrower (1) and the Lender (2) relating to the purchase of the Property and any variation, amendment or extension thereof or supplement thereto from time to time in force.

Full title guarantee has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

Property means the leasehold property known as 6 Belgrave Square and 6 Belgrave Mews North, London SW1X 8RS held under a lease dated 3 October 2005 and made between Grosvenor Estate Belgravia (1) and Alphastar Investments Limited (2) as the same is registered at HM Land Registry under title number NGL855073 and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it.

Receiver means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under the Charge or pursuant to any statute or otherwise.

Rental Income means the gross rents, licence fees and other moneys receivable (if any) now or hereafter at any time by the Company in respect of or arising out of any

Speechly Bircham LLP
Alphastar Investments Limited
29 July 2008
JPL/JSL/325411

lease of the Property or any agreement for lease or otherwise without limitation derived by the Company from the Property or otherwise paid to or received by the Company in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like



FILE COPY

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

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

COMPANY NO. 2871176

CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL CHARGE
DATED 11 JULY 2008 AND CREATED BY ALPHASTAR
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE BORROWER TO QATAR
NATIONAL BANK S.A.Q. (THE LENDER) 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 29 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 AUGUST 2008

DX 1000



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES