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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

1413

00106294

Name of company

\* HSBC TRUST COMPANY (UK) LIMITED as trustee of the Lord Saatchi Self Invested Personal Pension  
(the "Chargor")

Date of creation of the charge

25 April 2008

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

Security Agreement (the "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 alone or in any other capacity whatsoever) of each Obligor to the Security Trustee under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

See Addendum 2/4

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

The Royal Bank of Scotland Plc (the "Security Trustee"), Major Corporate Banking Media Team, 9th Floor,  
280 Bishopsgate, London

Postcode EC2M 4RB

Presenter's name address and  
reference (if any)

F A O NOX GAZI-MPOKO  
DLA Piper UK LLP  
3 Noble Street  
London EC2V 7EE  
DX 33866 Finsbury Square  
NGM/68860/120434

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



A20

\*AEZ6JZOZ\*

13/05/2008

187

COMPANIES HOUSE

**1. GRANT OF SECURITY**

**1.1 Nature of security**

All Security Interests and dispositions created or made by or pursuant to the Deed are created or made

- (a) in favour of the Security Trustee ,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

See Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

Signed

*Dwt Pym UK LLP*

Date

*12/5/08*

On behalf of ~~[company]~~ [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

Name of company

\*Insert full name  
of Company\* HSBC TRUST COMPANY (UK) LIMITED as trustee of the Lord Saatchi Self Invested Personal Pension  
(the "Chargor")

## 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)

NOTE

In this form -

**"Borrower"** means 36 GOLDEN SQUARE LLP a limited liability partnership registered in England and Wales under the Limited Liability Partnerships Act 2000 with partnership number OC305925 and whose registered office is at 36 Golden Square, London W1R 4EE,

**"Chargors"** means the Borrower, St Cross and Lord Saatchi,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or trustee appointed by the Security Trustee or by a Receiver,

**"Insurances"** means all policies of insurance which at any time are held by or written in favour of the Chargors or in which the Chargors from time to time have an interest (including without limitation, the policies of insurance specified in schedule 1 part 3 below),

**"Property"** means the property specified in schedule 1 below (*The Property*) and each and every part of it, where the context so admits, includes

- (a) all buildings, erections, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

**"Receiver"** means any receiver or manager appointed by the Security Trustee under the Deed,

**"Relevant Contract"** means any building contract, appointment of professionals, collateral warranties and other contractual rights in relation to the Property and all rights in respect thereof (including without limitation, the contracts specified in schedule 1 part 2 below),

**"Security"** means the Security Interests created by or pursuant to the Deed,

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

**"Security Period"** means the period beginning on the date of the Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Finance Parties have no further commitment, obligation or liability under or pursuant to the Finance Documents,

**"St Cross"** means ST CROSS TRUSTEES LIMITED a company registered in England and Wales with number 1176877 whose registered office is at 8 Canada Square, London E14 5HQ

**"Trustees"** means HSBC TRUST COMPANY (UK) LIMITED and LORD SAATCHI as the trustees of the Lord Saatchi Self Invested Personal Pension

Company number

00106294

Name of company

\*insert full name  
of Company

\* HSBC TRUST COMPANY (UK) LIMITED as trustee of the Lord Saatchi Self Invested Personal Pension  
(the "Chargor")

SCHEDULE 1

Part 1

The Property

Address	Title number
34-36 Golden Square and 26, 28, 30 and 32 Beak Street	245948 and 251018

Part 2

Relevant Contracts

Date of Relevant Contract	Parties	Details of Relevant Contract
NONE		

Part 3

Insurances

Insurer	Insured risks	Policy number
Hiscox Insurance		

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Name of company

\*insert full name  
of Company\* HSBC TRUST COMPANY (UK) LIMITED as trustee of the Lord Saatchi Self Invested Personal Pension  
(the "Chargor")

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

## 1.2 Fixed Charges

The Chargors charge and agree to charge all of the present and future right, title and interest in and to the following assets which are at any time owned by them or in which they have an interest

- (a) by way of first legal mortgage, the Property,
- (b) by way of fixed charge
  - (i) all proceeds of sale of the whole or any part of the Property,
  - (ii) all fixtures and fittings at any time on the Property, and
  - (iii) the benefit of any rental deposit given or charged to the Chargors by any occupier of the Property,
- (c) by way of fixed charge (to the extent not assigned by clause 2 3 or mortgaged by clause 2 2(a) or charged by clause 2 2(b) of the Deed) the Relevant Contracts,
- (d) by way of first fixed charge (to the extent not mortgaged by clause 2 2(a) of the Deed) the Rental Income, and
- (e) by way of first fixed charge all accounts with any bank, financial institution or other person relating to the Property and all monies at any time standing to the credit of such accounts together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing
- (f) By way of a first fixed charge
  - (i) all of their book and other debts,
  - (ii) all other moneys due and owing to them (including, but not limited to, receipts under any Hedging Agreement), and
  - (iii) the benefit of all rights, securities or guarantees of any nature enjoyed or held by them in relation to any item under paragraph (i) or (ii) above

## 1.3 Security Assignments

The Chargors assign and agree to assign absolutely (subject to a proviso for reassignment on redemption) all their present and future right title and interest to

- (a) the Insurances, all claims made under the Insurances and all insurance claim proceeds,
- (b) the Rental Income, all rights and remedies in connection with the Rental Income and all proceeds and claims arising therefrom (to the extent not validly mortgaged or charged by clause 2 2 of the Deed),
- (c) the Relevant Contracts,
- (d) any Hedging Agreement,
- (e) (to the extent not mortgaged or charged by clause 2 2 of the Deed) the Accounts and all monies at any time standing to the credit of the Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (f) (to the extent not mortgaged or charged by clause 2 2 of the Deed) the benefit to the Chargors of any other rights and claims to which the Chargors are now or may in the future become entitled in relation to the Property

Name of company

\*insert full name  
of Company\* HSBC TRUST COMPANY (UK) LIMITED as trustee of the Lord Saatchi Self Invested Personal Pension  
(the "Chargor")**2. CONTINUING SECURITY****2.1 Continuing security**

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

**2.2 Negative pledge**

The Chargors shall not create or permit to subsist any Security Interest over the Property, save for Permitted Security,

**3. SET-OFF****3.1 Set-off**

- (a) The Security Trustee may (but shall not be obliged to) set off any obligation which is due and payable by the Chargors or any Chargor under the Finance Documents and unpaid against any obligation (whether or not matured) owed by the Security Trustee to the Chargors or any Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) If the obligations are in different currencies, the Security Trustee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (c) If either obligation is unliquidated or unascertained, the Security Trustee may set off in an amount estimated by it in good faith to be the amount of that obligation.

**4. FURTHER ASSURANCES**

The Chargors shall

- (a) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))
  - (i) to perfect the Security (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Finance Documents or by law,
  - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security
- (b) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security.

**5. POWER OF ATTORNEY**

- (a) The Borrower, each Trustee and St Cross by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegate to be its attorney to take any action which that Chargor is, or the Chargors are obliged to take under the Deed, including under clause 18 of the Deed (*Further assurances*).
- (b) The Borrower, each Trustee and St Cross ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.
- (c) To the extent the provisions of clause 19(a) of the Deed constitute a delegation of the execution or exercise of all or any of the trust's powers and discretions vested in any Trustee as trustee of the Trust or of St Cross and in either case either alone or jointly with another person or persons, then such delegation shall commence on the giving of notice in writing to the Borrower by the Security Trustee, Receiver or Delegate and shall continue for

Company number

00106294

Name of company

\*insert full name  
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\* HSBC TRUST COMPANY (UK) LIMITED as trustee of the Lord Saatchi Self Invested Personal Pension  
(the "Chargor")

a period of 12 months thereafter



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

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

**COMPANY NO. 106294  
CHARGE NO. 43**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 25  
APRIL 2008 AND CREATED BY HSBC TRUST COMPANY (UK)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO THE SECURITY TRUSTEE 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 13 MAY 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MAY 2008**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**