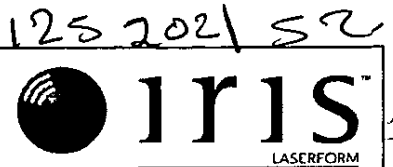


MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scot
company. To do this, please use
form MG01s

WEDNESDAY



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LD3

05/01/2011

247

COMPANIES HOUSE

For official use

1

Company details

Company number

0 2 2 3 7 0 8 1

Company name in full

Central London Securities Limited (the "**Mortgagor**")

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d2 m1 m2 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A mortgage over securities dated 22 December 2010 (the "**Mortgage**") over
all the issued shares in Great West House Limited, Three Albert
Embankment Limited and Vauxhall Cross Limited (the "**Borrowers**") made
between the Mortgagor and The Royal Bank of Scotland plc as trustee for
the Secured Parties (as defined below) (the "**Security Trustee**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The liabilities of the Borrowers to the Secured
Parties under or pursuant to the Finance Documents
except for any liabilities which, if secured by the
Mortgage, would result in a contravention of by the
Mortgagor of the prohibitions in Chapter 2 of Part
18 of the Companies Act 2006 (the "**Secured
Liabilities**")

"**Agent**" means the Royal Bank of Scotland plc.

"**Arranger**" means the Royal Bank of Scotland plc

See continuation page

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name The Royal Bank of Scotland plc

Address 280 Bishopsgate, Level 8
London

Postcode E C 2 M 4 R B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

The Mortgagor mortgaged to the Security Trustee with full title guarantee as a continuing security to secure the payment and discharge of the Secured Liabilities or (if to the extent that the Mortgage does not take effect as a mortgage) charged by way of fixed charge

(a) the Shares, and

(b) the Dividends

Disposals

In the Mortgage, the Mortgagor undertook that it would not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, license, transfer, loan, nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal

Negative pledge

In the Mortgage, the Mortgagor undertook that it would not create or permit to subsist any Security over any Security Asset

"Dividends" means all dividends, interest and other distributions paid or payable on or in respect of the Shares

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bring into effect Directive 2002/47/EC on financial collateral arrangements

See continuation page

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Stephenson Harwood* X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name 01-49-01466/1857

Company name Stephenson Harwood

Address One St Paul's Churchyard

Post town London

County/Region

Postcode E C 4 M 8 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7809 2645



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Charged Property" means all assets of the Borrowers and the Company which from time to time are, or are expressed to be the subject of the Transaction Security</p> <p>"CLSH" means CLSH Management Limited</p> <p>"Debenture" means the debenture dated 22 December 2010 executed by the Borrowers in favour of the Security Trustee</p> <p>"Duty of Care Agreement" means a duty of care deed between the Borrowers, the Security Trustee and the Managing Agent substantially in the form required by the Agent</p> <p>"Facility Agreement" means the facility agreement dated 21 December 2010 made between, among others, the Borrowers and the Security Trustee</p> <p>"Fee Letter" means the fee letter dated 22 December 2010 and any subsequent letter between, the Borrowers and all or any of the Arranger, the Agent and the Security Trustee setting out any of the fees referred to in Clause 12 (Fees) of the Facility Agreement</p> <p>"Finance Document" means the Facility Agreement, any Fee Letter, any Transfer Certificate, any Hedging Agreement, the Subordination Deed, each Transaction Security Document and any other document designated as such by the Agent</p> <p>"Finance Party" means the Arranger, the Agent, a Lender, the Security Trustee or a Hedging Counterparty</p> <p>"Guarantors" means CLS Holdings plc</p> <p>"Hedging Agreement" means any master agreement, schedule, confirmation, novation or other instrument in agreed form entered into by a Borrower and a Hedging Counterparty in connection with managing the interest rate liabilities under the Finance Documents</p> <p>"Hedging Counterparty" means the Royal Bank of Scotland plc</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (Changes to the Lenders), which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>"Managing Agent" means CLSH or any other managing agent appointed by an Obligor in respect of the Properties in accordance with Clause 25 2 (Managing Agents) of the Facility Agreement</p> <p>"Obligor" means each Borrower and each Guarantor</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured																																																			
	Please give us details of the amount secured by the mortgage or charge																																																			
Amount secured	<p> "Obligors' Agent" means CLSH appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2 3 (<i>Obligors' Agent</i>) of the Facility Agreement </p> <p> "Original Lender" means the Royal Bank of Scotland plc </p> <p> "Party" means a party to the Facility Agreement </p> <p> "Properties" means </p> <table border="0"> <tr> <td>Great West House</td> <td>Title Number</td> <td>MX445153</td> </tr> <tr> <td>Great West Road</td> <td></td> <td></td> </tr> <tr> <td>Brentford TW8 9DF</td> <td></td> <td></td> </tr> <tr> <td>Westminster Tower</td> <td>Title Number</td> <td>LN5866</td> </tr> <tr> <td>3 Albert Embankment</td> <td></td> <td></td> </tr> <tr> <td>London SE1 7SP</td> <td></td> <td></td> </tr> <tr> <td>95 and 97 Wandsworth Road</td> <td>Title Number</td> <td>SGL310055</td> </tr> <tr> <td>22 Miles Street and 72-78</td> <td></td> <td></td> </tr> <tr> <td>(even) Bondway London SW8 2HG</td> <td></td> <td></td> </tr> <tr> <td>86 Bondway</td> <td>Title Number</td> <td>SGL188717</td> </tr> <tr> <td>London SW8 1SF</td> <td></td> <td></td> </tr> <tr> <td>80-84 Bondway and 18-20</td> <td>Title Number</td> <td>SGL397082</td> </tr> <tr> <td>Miles Street London SW8 1SF</td> <td></td> <td></td> </tr> <tr> <td>5 Miles Street London SW8 1RZ</td> <td>Title Number</td> <td>115023</td> </tr> <tr> <td>Land on the south side of</td> <td>Title Number</td> <td>TGL275528</td> </tr> <tr> <td>Miles Street London</td> <td></td> <td></td> </tr> <tr> <td>(leasehold)</td> <td></td> <td></td> </tr> </table> <p> and any other present or future freehold or leasehold property in which any Borrower has an interest, in each case including each part of the property and all buildings, fixtures (including trade fixtures), fixed plant and machinery, furnishings, fittings, equipment, decoration and other structures at any time on it but excluding tenant's fixtures and fittings and all easements and rights attaching to it </p> <p> "Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property </p> <p> "Secured Party" means each Finance Party from time to time party to the Facility Agreement and any Receiver </p> <p> "Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset management (for the purposes of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect </p>	Great West House	Title Number	MX445153	Great West Road			Brentford TW8 9DF			Westminster Tower	Title Number	LN5866	3 Albert Embankment			London SE1 7SP			95 and 97 Wandsworth Road	Title Number	SGL310055	22 Miles Street and 72-78			(even) Bondway London SW8 2HG			86 Bondway	Title Number	SGL188717	London SW8 1SF			80-84 Bondway and 18-20	Title Number	SGL397082	Miles Street London SW8 1SF			5 Miles Street London SW8 1RZ	Title Number	115023	Land on the south side of	Title Number	TGL275528	Miles Street London			(leasehold)		
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MG01 - continuation page
Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Subordinated Creditors" means NYK Investments Limited</p> <p>"Subordination Deed" means the subordination deed dated 22 December 2010 made between the Subordinated Creditors, the Security Trustee and the Borrowers</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents</p> <p>"Transaction Security Documents" means the Debenture, the Duty of Care Agreement, the Mortgage and any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents, each in form or substance satisfactory to the Agent.</p> <p>"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 (<i>Form of Transfer Certificate</i>) of the Facility Agreement, or any other form agreed between the Agent and the Obligors' Agent</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Shares**" means 14,500 ordinary £1 00 shares in Great West House Limited, 2,000 ordinary £1.00 shares in Three Albert Embankment Limited and 2 ordinary £1 00 shares in Vauxhall Cross Limited and any additional shares in respect of which the Mortgagor deposits documents with the Security Trustee together with (1) all allotments, accretions, offers options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise (except for Dividends) which at the time accrue to or are offered or arise in respect of them, and (11) any Equivalent Financial Collateral (as defined in the Regulations) provided in accordance with Clause 9 1 5 (*Rights and powers of the Security Trustee*) of the Mortgage

"**Security Assets**" means all the assets of the Mortgagor which are subject to any Security created by the Mortgage



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2237081
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE OVER SECURITIES
DATED 22 DECEMBER 2010 AND CREATED BY CENTRAL
LONDON SECURITIES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE BORROWERS TO THE
SECURED PARTIES UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 5 JANUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES