

# M

CHFP025

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\*insert full name  
of Company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £10 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

13

3053568

Name of company

\* Electra Fleming GP (Unquoted UK) Limited (the "Company")

Date of creation of the charge

25 July 2001 (the "Creation Date")

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

Debenture (the "Debenture") between The Hemingway No. 2 Limited Partnership (the "Chargor") and the Bank. The Company is the general partner of Electra Fleming Private Equity Partners which is a limited partner of The Hemingway Umbrella Limited Partnership which is the limited partner of the Chargor.

Amount secured by the mortgage or charge

All the liabilities of the Chargor to the Bank of any kind under or in connection with the Guarantee together with the Expenses (the "Chargor's Obligations")

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

The Royal Bank of Scotland plc (the "Bank") of 62/63 Threadneedle Street, London

Postcode EC2R 8LA

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

Stephenson Harwood  
One St. Paul's  
Churchyard  
London  
EC4M 8SH

A1041/791/160

Time critical reference

For official Use  
Mortgage Section

Post room



LD5  
COMPANIES HOUSE

0429  
13/08/01

**Short particulars of all the property mortgaged or charged**

1. By way of legal mortgage all the freehold and leasehold property and its proceeds of sale now vested in the Chargor including any Registered Land

2. By way of fixed charge all estates or interests in any freehold and leasehold property and its proceeds of sale at the Creation Date and in the future vested in to the Chargor except the property charged by clause 1.1 of the Debenture

3. By way of fixed charge all the plant machinery and fixtures and fittings of the Chargor at the Creation Date and in the future

4. By way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor at the Creation Date and in the future not regularly disposed of in the ordinary course of business

5. By way of fixed charge all the goodwill and uncalled capital of the Chargor at the Creation Date and in the future

6. By way of fixed charge all stocks shares and other securities (and all associated rights and benefits) of the Chargor at the Creation Date and in the future

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Particulars as to commission allowance or discount (note 3)

Signed Stephen Hammond

Date 10/08/01

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

**A fee of £10 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 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 CF14 3UZ

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

3053568

Name of Company

Electra Fleming GP (Unquoted UK)

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

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7. By way of fixed charge, so far as it may lawfully do so without breaking the terms of any relevant agreement, all intellectual property rights choses in action and claims of the Chargor at the Creation Date and in the future and the proceeds of any insurance from time to time relating to the Property

8. By way of fixed charge the benefit of any interest rate swap or other agreement with the Bank or any third party for protecting or hedging the Chargor's liability to pay interest to the Bank at any time

9. By way of fixed charge all book debts and other debts (and all associated rights and benefits) of the Chargor at the Creation Date and in the future (including, without limitation, the Rental Income) and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with clause 5 of the Debenture

10. By way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with the Bank or any other bank or financial institution or organisation including, without limitation, all receipts from time to time paid into an account with the Bank in accordance with clause 5 of the Debenture and the Proceeds Account

11. By way of fixed charge, so far as it may lawfully do so without breaking the terms of any relevant agreement, the benefit of all contracts appointments warranties and other documents to which the Chargor is a party relating to any development of any freehold or leasehold property and all rights and claims under or associated with the same

12. By way of floating charge all the undertaking and all property assets and rights of the Chargor at the Creation Date and in the future wheresoever situate (including any in Scotland) not subject to a fixed charge under the Debenture

(together the "Property")

Notes:

1. The Debenture contains covenants by the Chargor that unless otherwise permitted by the terms of the Facility Agreement, it will not without the previous written consent of the Bank:-

1.1 create or permit to arise any mortgage charge lien or other security interest on the Property

1.2 sell or dispose of the Property referred to in paragraphs 1 to 11 (inclusive) above

1.3 deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and in particular the Chargor will not realise its book debts and other debts by means of block discounting factoring or the like

1.4 sell or dispose of the Property referred to in paragraph 12 above other than in the ordinary course of business

1.5 consent to any assignment or sub-lease by any lessee or sub-lessee of the Chargor's freehold and leasehold property provided that so long as no Event of Default is continuing such consent may be granted without the consent of the Bank where granted in accordance with the principles of good estate management and where the grant would not be reasonably likely to have a Material Adverse Effect, provided that the Bank shall not withhold its consent in circumstances where the Chargor is under the terms of the relevant occupational lease obliged to grant its consent

# **Particulars of a mortgage or charge (continued)**

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Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

3053568

Name of Company

Electra Fleming GP (Unquoted UK)

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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2. The Debenture gives the Bank power to appoint an administrative receiver
3. "Event of Default" means an event defined as such in the Facility Agreement
4. "Expenses" means all expenses (on a full indemnity basis) properly incurred by the Bank or any Receiver at any time in connection with the Property or the Chargor's Obligations or in preserving or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred. The Bank shall if requested by the Chargor provide copies of any invoices or estimates relating to such expenses.
5. "Facility Agreement" means the facility agreement dated 17 July 2001 and made between Hemingway Icon Limited and Hemingway Mercury Limited (1) Hemingway Properties Limited (2) and the Bank (3)
6. "Guarantee" means the guarantee dated 25 July 2001 and made by the Chargor in favour of the Bank
7. "Interest" means interest at the rate payable by the Chargor to the Bank under the Guarantee or the Facility Agreement
8. "Material Adverse Effect" has the same meaning as in the Facility Agreement
9. "Proceeds Account" means the account defined as such in the Facility Agreement
10. "Receiver" means a receiver or receiver and manager or administrative receiver appointed by the Bank
11. "Rental Income" means the income defined as such in the Facility Agreement
12. "Registered Land" means the freehold property known as The Citadel and 42/62 Pinstone Street Sheffield as the same is registered at HM Land Registry with title number SYK409375

2518068

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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. 03053568

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE (THE "DEBENTURE") BETWEEN THE HEMINGWAY NO.2 LIMITED PARTNERSHIP (THE "CHARGOR") AND THE BANK. THE COMPANY IS THE GENERAL PARTNER OF THE HEMINGWAY UMBRELLA LIMITED PARTNERSHIP WHICH IS THE LIMITED PARTNER OF THE CHARGOR DATED THE 25th JULY 2001 AND CREATED BY ELECTRA GP (UNQUOTED UK) LIMITED FOR SECURING ALL THE LIABILITIES DUE OR TO BECOME DUE FROM THE CHARGOR TO THE ROYAL BANK OF SCOTLAND plc UNDER OR IN CONNECTION WITH THE GUARANTEE OF EVEN DATE TOGETHER WITH THE EXPENSES (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

LC  
Pam.