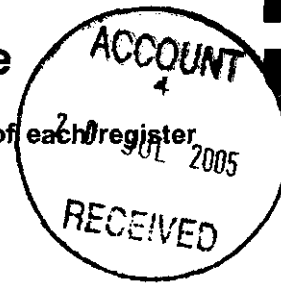


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COMPANIES FORM No. 395

Ac/00400024/13.

Particulars of a mortgage or charge



395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

CHFP025

To the Registrar of Companies

For official use

Company Number

Please complete legibly, preferably in black type, or bold

*Insert full name of company

Name of company

KNOLLYS HOUSE (NO 1) LIMITED (the "Chargor")

Date of creation of the charge

5 July 2005

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

Deed of Debenture (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 in any other capacity whatsoever, of each Obligor to the Security Agent (including, without limitation under the Transaction Documents) except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

THE ROYAL BANK OF SCOTLAND PLC acting through its office at 135 Bishopsgate, London EC2M 3UR (the "Security Agent").

Presentors name address and reference (if any):

ADDLESHAW GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

Ref: VIRKD/312162.212

LON5/20711

For official use

Mortgage Section

Post room



PMO
COMPANIES HOUSE
LD2
COMPANIES HOUSE
PJRM004
0048
251715
0468
20/07/05

Time critical reference

1. FIXED SECURITY

1.1 Creation

To extent of its interest (whether joint or several, legal or beneficial) the Chargor, as continuing security for the payment and performance of all the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed (and as described at paragraph 1.1 of this form 395) charged in favour of the Security Agent:

- (a) by way of first legal mortgage all the property belonging to it at the date of the Deed and specified in Schedule 2 of the Deed (and as described in the Schedule of this form 395) and all other interests in any freehold or leasehold property at the date of the Deed and thereafter, belonging to it and all other estates or interest in any freehold or leasehold property at the date of the Deed and thereafter whether or not the title is registered at the Land Registry (other than any property owned by Hemingway Mercury Limited as at the date of the Deed and notified to the Security Agent prior to the date of the Deed); and

Particulars as to commission allowance or discount (note 3)

N/A

Signed Adolphus G. G. G. G. G. Date 19/07/05

On behalf of [company] mortgagee/chargee ☐

☐ 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 made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

(b) by way of a first fixed charge:

(to the extent that they are not within paragraph 2.1(a) and (b) of the Deed (and described at paragraph (a) and (b) of this form 395) all estates and interests in any other freehold or leasehold property or other interests in real property at the date of the Deed and thereafter belonging to it from time to time;

- (i) all of its rights and benefit under any agreement relating to the acquisition of any Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Deed or thereafter in existence in relation to any Mortgaged Property (other than any property owned by Hemingway Mercury Limited as at the date of the Deed and notified to the Security Agent prior to the date of the Deed);
- (ii) all plant and machinery belonging to it and its interest in any plant or building, machinery in its possession and in all Fixtures (including trade and tenant's fixtures belonging to it) at the date of the Deed and thereafter;
- (iii) other interests at the date of the Deed and thereafter belonging to it in or over land or the proceeds of sale of land and all licences at the date of the Deed and thereafter held by it to enter upon or use the land;
- (iv) the benefit of all other agreements relating to land to which it may become a party or otherwise entitled;
- (v) all claims it may have in relation to moneys (and interest) at the date of the Deed or thereafter standing to the credit of any of its present and future accounts with any financial institution or other person (including the Security Accounts) and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation or held by it in relation to any of the foregoing;
- (vi) all of its benefits, claims and returns of premiums in respect of the Insurances;
- (vii) its rights under any appointment of the Managing Agent of any Mortgaged Property or the Premises;
- (viii) its goodwill and its uncalled capital;
- (ix) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to it to the extent that the same relate to or arise in relation to any Mortgaged Property;
- (x) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1(ix);
- (xi) its rights under any Hedging Agreements to which the Chargor is a party;
- (xii) any of its beneficial interest, claim or entitlement in any pension fund;
- (xiii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with any Mortgaged Property and the right to recover and receive all compensation which may be payable to it;
- (xiv) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, valuations, surveys, reports, warranties (including, without limitation, all collateral warranties relating to the construction, design or maintenance of the Mortgaged Property) and representations given or made by any building contractors, professional

advisers or any other person in relation to any Mortgaged Property, including all rights and remedies available to it against such persons;

- (xv) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights; and
- (xvi) each VAT refund payable by HM Revenue & Customs to the Chargor (together with all rights to claim such VAT refund and the proceeds of any judgment awarded in favour of the Chargor in relation to such VAT refund);
- (c) mortgaged and charged and agreed to mortgage and charge to the Security Agent the Charged Shares and all other shares at the date of the Deed and thereafter held by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge; and
- (d) mortgaged and charged and agreed to mortgage and charge to the Security Agent all the Related Rights accruing to all or any of the Charged Shares held at the date of the Deed and thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge

PROVIDED THAT:

- (i) whilst no Event of Default exists, all dividends and other distributions paid or payable as referred to in paragraph (d) above in this form 395 and in the Deed may be paid directly to the Chargor (in which case the Security Agent or its nominee shall execute any necessary dividend mandate forthwith upon the request of such Chargor) and, if paid directly to the Security Agent shall be paid promptly by it to the Chargor; and
- (ii) subject to Clause 5.3(c) of the Deed whilst no Event of Default exists, all voting rights attaching to the Charged Shares may be exercised by the Chargor or, where the shares have been registered in the name of the Security Agent or its nominee, as the Chargor may direct in writing, and the Security Agent and any nominee of the Security Agent in whose name such Charged Shares are registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so.

1.2 Assignment

The Chargor, in the manner specified in clause 2.3 of the Deed (and as described at paragraph 1.3 of this form 395), assigned to the Security Agent by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to:

- (a) its interests in the Rental Income.
- (b) all its right, title and interest in and to all payments made under all Insurances in respect of the Mortgaged Property.
- (c) all rights and claims to which it is at the date of the Deed and thereafter become entitled in relation to the Real Property including, without limitation, all rights and claims it may have at the date of the Deed and thereafter against persons who at the date of the Deed, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Real Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons.
- (d) all rights under any agreement or arrangement (including any Hedging Agreement) it may enter into at the date of the Deed and thereafter with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest

payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement.

- (e) all of its present and future rights, title and interest in and to the Transaction Documents (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted and in respect of which the Chargor shall use best endeavours to obtain such consents or waivers) and all sums which shall from at the date of the Deed and thereafter become payable to it by any party under such documents or any provisions thereof and all its rights arising out of or in connection with any breach or default by any party such documents of or under any of the terms, obligations, covenants, undertakings or condition of those documents.
- (f) to the extent the same are capable of assignment and are not otherwise charged or assigned by the foregoing provisions of clause 2.2 of the Deed (and as described in paragraph 1.2 of this form 395)
 - (i) the benefit of all rights and claims at the date of the Deed and thereafter to which it may become entitled under all present and future building contracts relating to the Real Property and all guarantees, warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to the Real Property together with the benefit of all sums recovered in any proceedings against all or any such persons; and
 - (ii) of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by and any rights or remedies against all or any professional advisers at the date of the Deed and thereafter engaged by it in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items at the date of the Deed and thereafter in or on the buildings erected or to be erected on the Charged Property and any other person, firm or company at the date of the Deed and thereafter under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with benefit of all sums recovered in any proceedings against all or any of such persons.

1.3 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee.
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2 FLOATING CHARGE

2.1 Creation

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed (and as described at paragraph 1.3 of this form 395) charged in favour of the Security Agent by way of a floating charge in undertaking and all other property, assets and rights of the Charger at the date of the Deed and thereafter (other than any property owned by Hemingway Mercury Limited as at the date of the Deed and notified to the Security Agent prior to the date of the Deed) not otherwise effectively mortgaged or charged by way of fixed legal mortgage, fixed charge or assignment by way of Security by Clause 2 of the Deed.

2.2 Conversion of floating charge

The Security Agent may from time to time by notice in writing to the Chargor following the occurrence of an Event of Default which is continuing (and to the extent competent under applicable law) convert the floating charge contained in Clause 3.1 of the Deed (Floating Charges) into a fixed charge as regards any Charged Property specified in such notice or if the Security Agent acting reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, or other legal process or to otherwise be in jeopardy.

2.3 Conversion by notice

The Security Agent may by notice in writing to the Borrower (on behalf of the Chargor) convert the floating charge created by the Deed into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if:

- (a) the Security Agent has any grounds for considering those assets to be in danger of being seized or sold under distress attachment, execution, jeopardy, by legal process or otherwise; or
- (b) the Security Agent (acting reasonably and in good faith) becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Agent, be likely to lead to the making of an application to appoint an administrator in relation to the Chargor (or lead to the presentation of a petition to appoint, or that such an administrator has been appointed) or to wind up the Chargor (or that such a petition has been presented); or that steps have been taken to appoint an administrator out of court.

2.4 Automatic conversion

- (a) Notwithstanding anything contained in the Deed, if other than in accordance with the Finance Documents or without the prior written consent of the Security Agent:
- (b) the Chargor creates any type of Security (including guarantees) (whether by way of fixed or floating security) over or otherwise encumbers any of the Charged Property subject to a floating charge thereunder or attempts to do so; or
- (c) if any person levies or attempts to levy any distress, execution, sequestration or other process against all or any part of the Charged Property,

the floating charge created by the Deed over such of the Charged Property shall (to the extent competent under applicable law) automatically without notice operate and have effect as a fixed charge instantly when such event occurs.
- (d) The floating charge created by the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Chargor on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind such Chargor up).

3 FURTHER ASSURANCES

The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Security Agent or a Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset (including without limitation, the execution of any Supplemental Legal Charge); and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or

discretion exercisable, by the Security Agent or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case the Security Agent may think expedient.

Definitions

In this Form 395:

"Additional Accounts" has the meaning ascribed to it in the Facility Agreement.

"Borrower" means Hemingway Properties Limited, incorporated in England and Wales with Registered No. 4166858 and whose registered office is at 105 Wigmore Street, London, W1U 1QY.

"Charged Property" means the undertaking, property, rights and assets of the Chargor charged and/or assigned by the Deed and includes any part thereof and any interest therein.

"Charged Shares" means all shares (if any) specified in Schedule 6 of the Deed together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor at the date of the Deed.

"Deposit" means any and all sums for the time being standing to the credit of, and the debt represented by, each of the Security Accounts, together with all interest accruing thereon.

"Deposit Account" has the meaning ascribed to it in the Facility Agreement.

"Event of Default" means any one of those events or circumstances specified in Clause 14 of the Facility Agreement.

"Facility Agreement" means the facility agreement dated 5 July 2005 between Hemingway Properties Limited as a borrower, the subsidiaries listed in part 2 of schedule 1 of the facility agreement as original guarantors, the financial institutions listed in part 1 of schedule 1 of the facility agreement as original lenders and The Royal Bank of Scotland plc as facility agent, arranger and security agent (as amended and/or restated from time to time).

"Finance Documents" has the meaning ascribed to it in the Facility Agreement.

"Fixtures" means all fixtures and fittings (including those of trade) and fixed plant and machinery on a Mortgaged Property.

"General Account" has the meaning ascribed to it in the Facility Agreement.

"Guarantors" listed in Part 2 of Schedule 1 (*Original Guarantors*) of the Facility Agreement as original guarantors.

"Hedging Agreement" means any interest rate or currency or other hedging agreement entered or to be entered into by the Borrower and the Hedging Counterparty in connection with the Finance Documents.

"Hedging Counterparty" means The Royal Bank of Scotland Plc or such other financial institution as the Facility Agent may approve (acting reasonably) who has become a Hedging Counterparty in accordance with the provisions of the Facility Agreement.

"Insurances" means all contracts and policies of insurance taken out by or for the Chargor or in which the relevant Chargor has an interest (to the extent of that interest).

"Interest Reserve Account" has the meaning ascribed to it in the Facility Agreement.

"Managing Agent" means M J Mapp or the Borrower or such other managing agent of the Properties as may be appointed in accordance with Clause 13.5 (*Managing Agents*) of the Facility Agreement.

"Mortgaged Property" means each freehold property (if any) (including the Premises) or other real property interest the subject of the security created by the Deed (other than any property owned by Hemingway Mercury Limited as at the date of the Deed and notified to the Security Agent prior to the date of the Deed) (and **"Mortgaged Properties"** shall be construed accordingly).

"Obligor" means the Borrower or any Guarantor (and **"Obligors"** shall be construed accordingly).

"Occupational Lease" has the meaning ascribed to it in the Facility Agreement.

"Premises" means any building or other edifice on a Mortgaged Property (but for the avoidance of doubt excluding any chattels) or other Security Asset.

"Real Property" shall mean the Charged Property from the date of the Deed charged by the Chargor pursuant to clauses 2 and 3 of the Deed (Fixed Security and Floating Charges).

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver (including, without limitation, an administrative receiver or an administrator), in either case, appointed under the Deed or pursuant to any statute.

"Related Rights" means, in relation to the Charged Shares, all dividends and other distributions paid or payable at the date of the Deed and thereafter on all or any of the Charged Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Charged Shares or in substitution or exchange for any of the Charged Shares.

"Rent Account" has the meaning ascribed to it in the Facility Agreement.

"Rental Income" has the meaning ascribed to it in the Facility Agreement.

"Security Assets" means all assets of the Chargor the subject of any Security created by the Deed (and includes the Mortgaged Properties).

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

"Security Accounts" means each of:

- (a) the Rent Account;
- (b) the Interest Reserve Account;
- (c) the General Account;
- (d) the Deposit Account; and
- (e) each Additional Account opened hereunder from time to time.

"Security Shares" means the Charged Shares and the Related Rights.

"Transaction Documents" has the meaning ascribed to it in the Facility Agreement.

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

Please do not
write in the
binding margin

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 or any other Tax of a similar nature.

Schedule
Mortgaged Properties

No.	Property Description	Title Number/s	Freehold/ Leasehold	Chargor
1	8, 9 and 10 Telegraph Street, London	457625	Freehold	Hemingway Hopwood Limited
2	3 and 4 Tokenhouse Buildings, Kings Arms Yard (known as 304 Kings Arms Yard), London	LN103178	Freehold	Hemingway Hopwood Limited
3	16a and 17 Tokenhouse Yard, London	247530	Freehold	Hemingway Hopwood Limited
4	16 Tokenhouse Yard, London	366507	Freehold	Hemingway Hopwood Limited
5	60 and 61 Mark Lane and 4 and 7 Hart Street, London	LN2200	Freehold	Hemingway Hurst Limited
	60/61 Mark Lane, London	NGL670146	Freehold	
6	69 and 70 Mark Lane, London	LN249532	Leasehold	Hemingway Ball Limited
	3a, 4, 4a and 5 New London Street and 11 Hart Street, London	LN174662	Freehold	
7	Marlon House, 71 to 74 Mark Lane and 1 to 5 London Street, London	455162	Leasehold	Hemingway Ball Limited
8	St Clare House Minorities, London	LN68015	Freehold	Hemingway Ramsay Limited
9	24 Lime Street, London	NGL699544	Freehold	Hemingway Peters Limited
10	14 Essex Street, Strand, London	LN63645	Freehold	Hemingway Cohen Limited
11	19, 20 and 21 Essex Street, London	238590	Freehold	Hemingway Stiles Limited
12	Fairfax House, Fulwood Place, London	144645	Freehold	Hemingway Charlton Limited
13	19,21 and 21 Great Tower Street, and 23 Harp Lane, London	LN249432	Leasehold	Hemingway Greaves Limited
14	48 and 49 Chancery Lane and 1 Quality	NGL193885	Leasehold	Hemingway

No.	Property Description	Title Number/s	Freehold/ Leasehold	Chargor
	Court, London			Apollo Limited
15	125 Pall Mall and 16 Warwick House Street, London	NGL458917	Leasehold	Hemingway Apollo Limited
16	1 and 1A Cockspur Street (known as Oceanic House), London	NGL393518 NGL155486 NGL380521	Leasehold Leasehold Leasehold	Hemingway Saturn Limited
17	Part of 10 Moorgate, London	277421	Leasehold	Hemingway Realty Limited
	8 Moorgate and Part of 10 Moorgate, London	277422	Leasehold	
18	24 to 26 Minories (known as Groupama House), London	NGL818686	Freehold	Hemingway Moore Limited
	Land at the back of 24 to 26 (all) Minories, (forming part of Groupama House), London	NGL810347	Freehold	
	Land on the eastern side of Minories (forming part of Groupama House), London	NGL818684	Leasehold	
19	91 and 93 Charterhouse Street (known as Boundary House), London	NGL207514	Leasehold	Hemingway Nominee No. 1 (Charterhouse) Limited and Hemingway Nominee No. 2 (Charterhouse) Limited
20	Knollys House (Part), 15 Seething Lane, London	243166	Freehold	Knollys House Limited and Knollys House (No.1) Limited
	Knollys House (Part), Land and Buildings on the North Side of Byward Street and the West Side of Seething Lane, London	LN221549	Freehold	
	Knollys House (Part), 48 Mark Lane and 7 Byward Street, London	85111	Freehold	
	Knollys House (Part), Land and Buildings on the North Side of Byward Street and Part of 47 Mark Lane, London	LN237663	Freehold	
	Knollys House (Part), 14 Seething Lane, London	LN68020	Freehold	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04126237

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th JULY 2005 AND CREATED BY KNOLLYS HOUSE (NO. 1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE SECURITY AGENT 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 25th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JULY 2005.

A handwritten signature in dark ink, appearing to be 'R. G.' or similar, written in a cursive style.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES