

Pursuant to section 155(6) of the Companies Act 1985

**To the Registrar of Companies  
(Address overleaf - Note 5)**

For official use

Company number

1	2	3	4	5	6	7
1	1	1	1	1	1	1
1	1	1	1	1	1	1

4316344

**Note**  
Please read the notes  
on page 3 before  
completing this form

Name of company

\* C.G.I.S. Littlehampton Limited

\* insert full name  
of company

XWe 0 Mark Steinberg of 11 Wadham Gardens, London NW3 3DN, Terence Cole of 24 Phillimore Gardens, London W8 7QE and Steven Collins of 70 Marlborough Place, St. John's Wood, London W8 0PL

Ø insert name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever  
is inappropriate

**The business of this company is:**

(a) ~~that all of the Deposited Bank Warrants issued in connection with the opening of the Bank on 09/29/2011~~

(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on~~

~~insurance business in the United Kingdom~~

(c) something other than the above§

This company is [the] ☒ holding company of\* Hawthorne Road Nominee (No.2) Limited  
of 10 Upper Berkeley Street, London W1H 7PE which is  
proposing to give financial assistance in connection with the acquisition of shares  
in [this company] [ \_\_\_\_\_ ]

XX  
 X the holding company of this company X  
 XX

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

Clyde & Co  
51 Eastcheap  
London  
EC3M 1JP

For official Use  
General Section

Post room



LD3  
COMPANIES HOUSE

0069  
19/07/05

Please do not  
write in this  
margin

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

The assistance is to be given to: (note 2) Hemingway Debenture Limited

Please see Schedule 1

† delete as appropriate

Please see Schedule 1

The value of any asset to be transferred to the person assisted is £ NIL

Please do not  
write in this  
margin

The date on which the assistance is to be given is \_\_\_\_\_

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

☒ We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [☐ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

\* delete either (a) or  
(b) as appropriate

(b) ~~It is intended to commence the winding up of this company within 12 months of that date, and we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up~~\* (note 3)

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

SIGESAP, JONAS, GERT W

on 

Day	Month	Year
05	07	2005

before me 

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.



## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

## SCHEDULE 1

**The form which the financial assistance will take, and the principal terms on which the assistance will be given, are described below.**

As part of the arrangements for the acquisition of shares in the Company (the "**Acquisition**") by Hemingway Debenture Limited (the "**Purchaser**"):

- (a) the Purchaser would borrow £27,000,000 (the "**Loan**") from the Governor and the Company of the Bank of Scotland (the "**Bank**") pursuant to a term loan facility agreement (the "**Facility Agreement**") for the purposes, *inter alia*, of acquiring the entire issued share capitals of certain subsidiaries of C.G.I.S. Group (No. 3) Limited (the "**Parent**");
- (b) the Company would become subject to the terms of a trust deed, dated 13<sup>th</sup> July 1993 (as supplemented by 54 supplemental trust deeds) (the "**Trust Deed**"), by entering into a 55<sup>th</sup> supplemental trust deed (the "**55<sup>th</sup> Supplemental Trust Deed**"), between, inter alios, the Purchaser (1), the companies as set out in the Appendix hereto (of which the company is one) (the "**Charging Companies**") (2), and the Royal Exchange Trust Company Limited (the "**Trustee**") (3) constituting and securing 10.375 per cent First Mortgage Debenture Stock 2023 of the Purchaser;
- (c) it is a requirement of the Bank that:
  - (i) each of the Company and the other Charging Companies under the terms of the Facility Agreement:
    - (1) guarantees punctual performance by, and undertakes to pay all monies owing from, the Parent, the Purchaser, the Company and any of the other Charging Companies to the Bank and would separately indemnify the Bank against any losses the Bank would incur if it were unable to recover any monies on

the basis of the guarantee (in respect of each such company, the "**Guarantee**"); and

- (2) enters into a second ranking floating charge in favour of the Bank over all its undertakings, property, assets and rights whatsoever, both present and future, securing all present and future sums, obligations and liabilities payable or owing by it to the Bank (including in particular under the Guarantee referred to in paragraph (c)(i)(1) above) (in respect of each such company, the "**Second Floating Charge**");
- (d) it is proposed that each of the Purchaser, the Company, the other Charging Companies and the Trustee, amongst others, enter into the 55<sup>th</sup> Supplemental Trust Deed, pursuant to the terms of which the Company and the other Charging Companies are to become charging companies for the purposes of the Trust Deed.
- (e) it is a requirement of the Trustee that:
  - (i) each of the Company and the other Charging Companies covenants with and guarantees to pay to the Trustee all monies owing to the Trustee by the Purchaser under or pursuant to the Trust Deed;
  - (ii) each of the Company and the other Charging Companies, as security for all monies covenanted to be paid by the Purchaser to the Trustee, charge by way of first legal mortgage all of its right, title and interest in the property owned by it;
  - (iii) each of the Company and the other Charging Companies:

assigns and agrees to assign absolutely to the Trustee all of its present and future right, title and interest in and rights to receive all rents, licence fees and other sums due (the "**Rents**") from tenants, licensees and other occupiers of the property (charged by it as described in paragraph (e) (ii)

above) and the benefit of all rights and claims it has or may have against all parties who are liable to pay the Rents; and

- (iv) each of the Company and the other Charging Companies, as security for all the monies covenanted to be paid by the Purchaser to the Trustee under the Trust Deed, charges by way of first floating charge in favour of the Trustee the whole of its undertaking, property and assets from time to time, both present and future.

The agreement of each of the Company and the other Charging Companies to provide the Guarantee, the granting by each such company of a Second Floating Charge and the entry by the Company and the other Charging Companies into the Trust Deed, by virtue of its executing the 55<sup>th</sup> Supplemental Trust Deed would amount to the provision of financial assistance for the purposes of the acquisition of shares in the Company under section 151(1) of the Companies Act 1985.

## **Appendix – Charging Subsidiaries**

HEMINGWAY DEBENTURE LIMITED  
CGIS NO. 4 LIMITED  
C.G.I.S. CAMDEN PALACE LIMITED  
C.G.I.S. TEWKESBURY LIMITED  
C.G.I.S. ERDINGTON LIMITED  
C.G.I.S. SALE LIMITED  
C.G.I.S. BRIERLEY HILL LIMITED  
C.G.I.S. (GRACECHURCH STREET) LIMITED  
51-51 GRACECHURCH STREET (NO.1) LIMITED  
51-51 GRACECHURCH STREET (NO.2) LIMITED  
C.G.I.S. LITTLEHAMPTON LIMITED  
HAWTHORNE ROAD NOMINEE (NO.1) LIMITED  
HAWTHORNE ROAD NOMINEE (NO.2) LIMITED  
C.G.I.S. ST PAUL'S HOUSE LIMITED  
ST PAULS HOUSE LEEDS NOMINEE (NO.1) LIMITED  
ST PAULS HOUSE LEEDS NOMINEE (NO.1) LIMITED

**PricewaterhouseCoopers LLP**  
1 Embankment Place  
London WC2N 6RH  
Telephone +44 (0) 20 7583 5000  
Facsimile +44 (0) 20 7822 4652

The Directors  
C.G.I.S. Littlehampton Limited  
c/o C.G.I.S. Group (No. 3) Limited  
10 Upper Berkeley Street  
London  
W1H 7PE

5/7/05

Dear Sirs

**Auditors' report to the directors of C.G.I.S. Littlehampton Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of C.G.I.S. Littlehampton Limited (the "Company") dated 5/7/05 in connection with the proposal that the Company's subsidiary undertaking, Hawthorne Road Nominee (No.2) Limited, should give financial assistance in connection with the acquisition of the ordinary shares in the Company, C.G.I.S. Littlehampton Limited (as set out in the schedule to the attached statutory declaration). This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

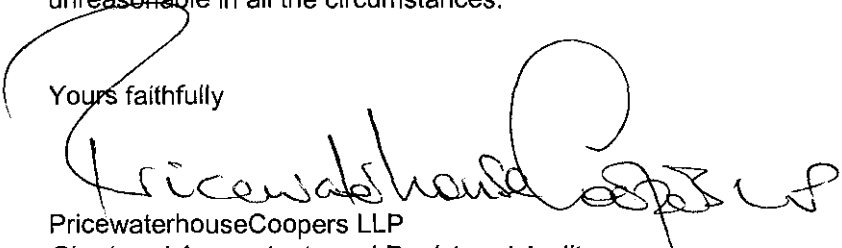
**Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

  
PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors