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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Acc 00400107/13

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Name of company

* C.G.I.S Littlehampton Limited (the "Company")

04316344

Date of creation of the charge

5 July 2005

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

Fifty-fifth Supplemental Trust Deed dated 5 July 2005 (the "**Fifty fifth Supplemental Trust Deed**") between, amongst others, Hemingway Debenture Limited, the Company and the Royal Exchange Trust Company Limited (the "**Trustee**")

Amount secured by the mortgage or charge

The payment to the Trustee of the principal of and the interest on the Stock and all other monies covenanted to be paid by Hemingway Debenture Limited to the Trustee under or pursuant to the Principle Trust Deed (as amended and supplemented from time to time) (the "**Secured Obligations**")

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

Royal Exchange Trust Company limited (Company number 978338) Bourne House,
34 Beckenham Road, Beckenham, Kent

Postcode BR3 4TU

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

Clifford Chance Limited
10 Upper Bank Street
London
E14 5JJ

AQZS/R1428/01940/AJGS

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed CLIFFORD CHANCE LLP.

Date 01 JULY 05

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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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

Schedule 1
to Form 395 dated 5 July 2005 for C.G.I.S Littlehampton Limited (registered in
England and Wales number 04316344)

1. SECURITY

1.1 Mortgage

Under the Fifty-fifth Supplemental Trust Deed, the Company has charged with full title guarantee and to the extent that the security created shall rank as continuing security in favour of the Trustee with the payment of the Secured Obligations by way of first legal mortgage all of its right, title and interest in the New Property forming part of the specifically mortgaged premises, together with all buildings and erections and fixtures and fixed plant and machinery for the time being thereon subject to and with the benefit of all existing leases, underleases, tenancies, agreements for lease, rights, obligations, covenants and conditions affecting the same but otherwise free from Encumbrances.

1.2 Assignments by Way of Security

1.2.1 The Company has with full title guarantee:

- (a) assigned and agreed to assign absolutely to the Trustee all its present and future right, title and interest in and rights to receive all rents, licence fees and other sums due from tenants, licensees and other occupiers of the specifically mortgaged premises charged by it under Clause 1.1 (*Mortgage*) pursuant to leases tenancies licences or other rights of occupation of such specifically mortgaged premises (the "**Rents**") and the benefit of all rights and claims that the Company has or may have against all parties who are liable to pay the Rents (including without limitation all guarantees sureties and parties in whom the leases tenancies licences and other rights of occupation were previously vested (the "**Guarantees**"));
- (b) covenanted with the Trustee at the request of the Trustee to assign with full title guarantee to the Trustee absolutely by deed and for nil consideration (such deed to be in a form specified by the Trustee) all its rights to receive Rents arising pursuant to future leases tenancies licences and rights of occupation of the specifically mortgaged premises charged by it under Clause 1.1 (*Mortgage*) and in existence at the date of such request and to all rights and claims under any Guarantees relating thereto; and
- (c) covenanted with the Trustee forthwith at the request of the Trustee given at any time after the security hereby constituted shall have become enforceable and the Trustee shall have determined or become bound to enforce the same to give notice to the parties liable to pay the Rents and liable pursuant to the Guarantees of such assignment (the Trustee acknowledging that until such time it will not itself give any notice to such parties of the assignment).

Provided always that the Trustee shall not as a result of the assignments pursuant to this Clause 1.2 become or be deemed to have become a mortgagee in possession or have imposed on it any of the liabilities as would be imposed on it were it a mortgagee in possession.

1.2.2 The Company has covenanted with the Trustee that at any time after the security hereby constituted shall have become enforceable and the Trustee shall have determined or become bound to enforce the same it will at the request of the Trustee:

- (a) assign to the Trustee absolutely by deed and for nil consideration (such deed to be in a form specified by the Trustee) the interest benefit right and title of the Company to all and any contracts, appointments, warranties, undertakings, guarantees and obligations owed to the Company to which the Company has the interest benefit right and title relating to the design and construction of any buildings at any time forming or intended to form part of the specifically mortgaged premises or any part thereof (the "**Contracts**"); and
- (b) forthwith give notice to the other party or parties to the Contracts of such assignment.

1.3 **Floating Charge**

1.3.1 The Company has with full title guarantee and to the extent that the security created hereby shall rank as continuing security charged by way of floating charge in favour of the Trustee the whole of its undertaking, property and assets from time to time both present and future, wheresoever situate, including any uncalled capital with the payment of the Secured Obligations. Unless and until the security created by the relevant floating charge shall become enforceable and the Trustee determines or becomes bound to enforce the same the floating charge given by the Company under this Clause 1.3 shall in no way (except as in these presents provided and in particular the provisions of Clause 13 of the Principal Trust Deed) hinder or prevent the Company from selling, alienating, creating any Encumbrance over, leasing or otherwise from disposing of or dealing with the floating charged premises or assets in the ordinary course of business and for the purpose of carrying on the same.

1.3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to each of the floating charges referred to in Clause 1.3.1 above.

2. **DEFINED TERMS**

2.1 In this form 395 the following terms have the following meanings:

"Encumbrance" means any mortgage, standard security, pledge, lien, charge, assignment by way of security, hypothecation, security interest or any other agreement or arrangement having the effect of conferring security.

"Further Stock" means any further First Mortgage Debenture Stock of Hemingway Debenture Limited which may be created and issued by Hemingway Debenture Limited pursuant to Clause 3 of the Principal Trust Deed or, as the case may be, the amount thereof for the time being issued and outstanding.

"Hemingway Debenture Limited" means the company registered in England with number 1755077 whose registered office is at 21 Devonshire Street, London W1G 6EP (formerly known as Hemingway Properties Limited).

"Hemingway Estates Limited" means the company registered in England and Wales with number 2818758 whose registered office is at 62 Queen Anne street, London W1M 9LA.

"Hemingway Investments Limited" means the company registered in England and Wales with number 2818750 whose registered office is at 62 Queen Anne street, London W1M 9LA.

"Hemingway Properties plc" means the company registered in England with number 17055077 whose registered office is at 62 Queen Anne Street, London W1M 9LA.

"Original Stock" means the £20,000,000 10.375 per cent First Mortgage Debenture Stock 2023 of Hemingway Debenture Limited created as recited in the Principal Trust Deed or, as the case may be, the amount thereof for the time being issued and outstanding.

"New Property" means properties set out in Schedule 2 of this form.

"Principal Trust Deed" means the Trust Deed dated 13 June 1993 and entered into between Hemingway Properties plc (1), Hemingway Investments Limited (2), Hemingway Estates Limited (3) and the Trustee (4) constituting and securing £20,000,000 10.375 per cent. First Mortgage Debenture Stock 2023.

"Stock" means and includes the Original Stock and any Further Stock (except that in Part 1 of the Second Schedule of the Principal Trust Deed "Stock" means Original Stock only).

2.2 Terms Defined Elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Fifty-fifth Supplemental Trust Deed.

3. ADDITIONAL INFORMATION

The Fifty-fifth Supplemental Trust Deed contains restrictions on the ability of the Company and Hemingway Debenture Limited to create or permit to subsist any

Encumbrance over the New Property or dispose of or otherwise deal with any part of such assets.

Schedule 2
The New Property

District	Address	Title No.
Tewkesbury	Freehold land known as Plot 5300, being part of land at Tewkesbury Business Park, Northway Lane, Tewkesbury	GR248788
Birmingham	Freehold land being LA Fitness, (also known as North Birmingham Squash Rackets Club), 366 Gravelly Lane, Erdington, Birmingham	WM108627, WM682318, WM232394, WM629635 and WM744301
Dudley	Leasehold land at Mill Street, Brierley Hill, West Midlands	WM775455
City of London	Freehold land known as 51-54 Gracechurch Street, 8/9 Talbot Court and 2/7 Talbot Court, London EC3	LN213973, LN112301 and NGL162550
Leeds	Freehold land known as St. Paul's House, St. Paul's Street and land on the east side of Little Queen Street Leeds	WYK71561 and WYK258186
Trafford	Freehold land being LA Fitness (also known as Odeon Cinema), Washway Road, Sale, Manchester M33 7QY	GM878703
Arun	Freehold land on the South side of Courtwick Lane Lyminster (now known as The Body Shop Complex, Hawthorn Road, Littlehampton West Sussex)	WSX185272
Lambeth	Leasehold land known as Camelford House, 87-90 Albert Embankment, London SE1	Yet to be assigned
Camden	Freehold land known as Camden Hippodrome, Camden High Street, London NW1 0JH	244741

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04316344

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIFTY-FIFTH SUPPLEMENTAL TRUST DEED DATED THE 5th JULY 2005 AND CREATED BY C.G.I.S. LITTLEHAMPTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY HEMINGWAY DEBENTURE LIMITED TO THE TRUSTEE 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 12th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JULY 2005.

P. D. W.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES