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lettering* Insert full name
of company

COMPANIES FORM No. 395

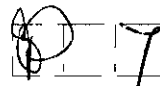
Particulars of a mortgage or charge

395**A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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



04316344

Name of company

* C.G.I.S Littlehampton Limited having its registered office at 10 Upper
Berkley Street, London, W1H 7PE ✓

Date of creation of the charge

5 July 2005 ✓

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

Floating Charge (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities.

See Paper Apart 1 for definitions.

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

The Governor and Company of the Bank of Scotland of The Mound, Edinburgh
for itself and as agent and trustee for and on behalf of the Lenders (the
"Chargee")

Postcode EH1 1YZ

Presentor's name, address and
reference (if any):Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Ref: JJC/JRM/SJP/BOS001.2578

Time critical reference

For official use (02/00)

Mortgage Section

Post room

A27
COMPANIES HOUSE0636
22/07/05

Short particulars of all the property mortgaged or charged

See Paper Apart 2.

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A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date

2017/05

On behalf of [company] [mortgagee/chargee]

Notes

† Delete as
appropriate

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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. 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 CF4 3UZ.

This is Paper Apart 1 referred to in the foregoing Form 395 relative to a Floating Charge between C.G.I.S. Littlehampton Limited (Company Number 04316344) and The Governor and Company of the Bank of Scotland dated 5 July 2005.

In this Form 395 the following terms shall have the following meanings:

Accession Letter means a document substantially in the form set out in Schedule 6 of the Facility Agreement;

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 25 of the Facility Agreement;

Agent means The Governor and Company of the Bank of Scotland;

Arranger means The Governor and Company of the Bank of Scotland;

Borrower means CGIS Group (No.3) Limited (Company Number 04608483);

Facility Agreement means the facility agreement dated 5 July 2005 between, *inter alios*, CGIS Group (No. 3) Limited and the Chargee;

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 12 of the Facility Agreement;

Finance Documents means the Facility Agreement, any Fee Letter, any Accession Letter, the Security Documents, the Hedging Documents, the Intercreditor Agreement and any other document designated as such by the Agent and the Borrower;

Guarantor means the Parent, the Borrower or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 of the Facility Agreement;

Hedging Documents means the hedging agreement between the Borrower and HBOS Treasury Services plc together with the counter-indemnity by the Borrower in favour of The Governor and Company of the Bank of Scotland;

Lender means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 24 of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

Obligor means the Borrower or a Guarantor;

Original Lender means The Governor and Company of the Bank of Scotland;

Party means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

Parent means CGIS Group (No.3) Limited (Company Number 04608483);

Priorities Agreement means the priorities agreement dated 5 July 2005 between Hemingway Debenture Limited, the Chargee and Royal Exchange Trust Company Limited;

Receiver has the meaning given to it in Clause (9)(1) of the Charge;

Security Assets means all assets, rights and property of the Company the subject of any security created;

Security Documents means second ranking floating charges from each Obligor (other than the Parent) and "**Security Document**" means any one of them.

Secured Liabilities means all present and future sums, obligations and liabilities payable or owing by the Company to the Chargee and the Lenders (or any of them) or any Receiver appointed under the Charge and under the other Finance Documents to which it is a party and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation all obligations to indemnify the Chargee and/or the Lenders and/or the Receiver; and

Trust Deed means the Trust Deed dated 13 July 1993 between, *inter alios*, (1) Hemingway Debenture Limited (then called Hemingway Properties PLC) and (2) Royal Exchange Trust Company Limited, and all deeds and documents supplemental thereto.

This is Paper Apart 2 referred to in the foregoing Form 395 relative to a Floating Charge between C.G.I.S. Littlehampton Limited (Company Number 04316344) and The Governor and Company of the Bank of Scotland dated 5 July 2005.

1. FLOATING CHARGE

- (1) As security for the payment of all Secured Liabilities, the Company as beneficial owner charges in favour of the Chargee by way of floating charge all its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future.
- (2) The charges created by the Charge shall rank behind any security created by the Trust Deed which has not been discharged and released and in accordance with the terms of the Priorities Deed.
- (3) The Company shall not otherwise than as required or permitted by the Facility Agreement or the Trust Deed:-
 - (a) create or permit to subsist any Encumbrance over all or any part of the Security Assets;
 - (b) part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets.
- (6) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created by or pursuant to the Charge.

2. CONTINUANCE OF SECURITY

- (1) The security constituted by the Charge shall be continuing and not satisfied by any intermediate payment of any part of any of the Secured Liabilities but shall secure the ultimate balance of each of the Secured Liabilities, until satisfaction of the whole.
- (2) The security given shall be in addition to and shall not be affected by any other Encumbrance now or hereafter held by the Chargee for all or any of the Secured Liabilities. The rights of the Chargee are in addition to and not exclusive of those provided by law.

See Paper Apart 1 for definitions.

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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. 04316344

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 5th JULY 2005 AND CREATED BY C.G.I.S. LITTLEHAMPTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND TRUSTEE FOR AND ON BEHALF OF THE LENDERS 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 22nd JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2005.

P.A.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —