

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

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

For official use

Company number

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

04316344

Name of company

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

Date of creation of the charge

4 May 2005

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

Debenture made between the Chargor (1) and the Lender (2) (the  
"Debenture")

Amount secured by the mortgage or charge

Please see attached schedule

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

Anglo Irish Bank Corporation plc  
10 Old Jewry  
London (the "Lender")

Postcode EC2R 8DN

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

Taylor Wessing  
Carmelite, 50 Victoria  
Embankment, Blackfriars,  
London, EC4Y 0DX

Ref: PXH/CHB

Time critical reference

AIB-4-872/DebCGISLittle

For official Use (02/00)  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

WLYH5U516\*

0476  
06/05/05

Short particulars of all the property mortgaged or charged

Please see attached schedule

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)

Nil

Signed

*Lager Messing*

Date

*25/05/05*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee 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 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 – Short particulars of the property charged**

### **Definitions**

In this deed the following expressions have the following meanings:

**"Borrower"** means CGIS (No.3) Properties Limited (company number: 05340495) of 10 Upper Berkeley Street, London W1H 7PE;

**"Building Contract"** means any building contract entered into or to be entered into by the Chargor in relation to or for the purposes of any Development;

**"Charged Property"** means all property mortgaged, charged or assigned by this deed;

**"Debts"** means all existing and future book and other debts and rights to money and income (including Rent) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

**"Designated Account"** means:

- (a) any account of the Chargor with the Lender; or
- (b) any account of the Chargor with any bank other than the Lender which has been notified of the interest of the Lender in such account and has agreed in writing *not to permit withdrawals from such account except with the written consent of the Lender*;

**"Development"** means:

- (a) any works of construction on the Property; or
- (b) any refurbishment of the Property

in accordance with the plans and specifications approved or to be approved by or on behalf of the Lender;

**"Development Contracts"** means any Building Contract, the existing and future terms of appointment of any architects, quantity surveyors, engineers and other consultants or persons whose services are required for a Development, all existing and future warranty agreements in favour of the Chargor which relate to a Development, and any other existing and future agreement relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of the Property;

**"Encumbrance"** has the meaning ascribed to it by the Loan Agreement;

**"Enforcement Event"** means any of the following events:

- (a) a failure by the Chargor to pay any Secured Liability on the date on which it is due and after the expiry of any applicable grace period;
- (b) a failure by the Chargor to pay on demand and after the expiry of any applicable grace period *any Secured Liability which is payable to the Lender on demand*;

**"Environmental Law"** means any Law concerning the protection of the environment or production, storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment;

**"Event of Default"** has the meaning ascribed to it by the Loan Agreement;

**"Finance Documents"** has the meaning ascribed to it by the Loan Agreement;

**"Intellectual Property"** means any existing and future right in respect of any patent, copyright, trade mark, service mark, invention, design, know-how, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

**"Interest Payment Date"** has the meaning ascribed to it by the Loan Agreement;

**"Investment"** means any existing and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

**"Law"** includes common law, any statute, by-law, regulation or instrument and any kind of subordinate legislation; and any order, requirement, licence, consent or permission made or given under any of the foregoing;

**"Lease"** has the meaning ascribed to it by the Loan Agreement;

**"Loan Agreement"** means a loan agreement dated on or around the date of this deed made between the Borrower (1), certain guarantors (including the Chargor) (2) and the Lender (3);

**"LPA"** means the Law of Property Act 1925;

**"Permitted Encumbrance"** has the meaning ascribed to it by the Loan Agreement;

**"Property"** means the freehold land known as The Body Shop Complex, Hawthorn Road, Littlehampton West Sussex and registered at the Land Registry under title number WSX185272;

**"Real Property"** means all freehold or leasehold property forming part of the Charged Property;

**"Receiver"** means any receiver appointed over any Charged Property whether under this deed or by order of the court on application by the Lender and includes a receiver and manager and an administrative receiver;

**"Rent"** has the meaning ascribed to it by the Loan Agreement;

**"Rent Account"** has the meaning ascribed to it by the Loan Agreement;

**"Secured Liabilities"** means all liabilities of the ~~Charger~~ owed or expressed to be owed to any Lender under the Finance Documents whether or not originally owed to

the Lender and whether owed jointly or severally, as principal or surety or in any other capacity except for any liability which, if it were so included would result in a contravention of Section 151 of the Companies Act 1985 or its equivalent in any jurisdiction; and

**"Security Document"** means any document including this deed executed by the Chargor or any third party which grants security rights or rights by way of guarantee or indemnity in respect of the Secured Liabilities.

## 2. Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charges to the Lender by way of equitable mortgage all freehold or leasehold property owned by the Chargor at the date of this deed including the Property;
- (b) charges to the Lender by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of this deed;
- (c) charges to the Lender by way of fixed charge its interest in:
  - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
  - (ii) any Investment;
  - (iii) its existing and future goodwill and uncalled capital;
  - (iv) all existing and future cash at bank including but not limited to the balance from time to time standing to the credit of any Rent Account;
  - (v) any Intellectual Property;
  - (vi) any money now or at any time after the date of this deed standing to the credit of any Designated Account; and
  - (vii) to the extent not otherwise subject to any fixed security in favour of the Lender:
    - (A) any existing and future proceeds of any insurance of any Charged Property; and
    - (B) any sum now or at any time after the date of this deed received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (d) charges and assigns to the Lender by way of fixed security its interest in the Debts and the benefit of the Debts and any guarantee or security for the payment of any Debts provided that if any such guarantee or security is expressed to be non-assignable then the Chargor charges to the Lender by way of fixed security its interest in and the benefit of it;
- (e) assigns to the Lender by way of fixed charge its interest in and the benefit of the Development Contracts and of the agreements and other documents (if any) listed in schedule 2 and the benefit of any guarantee or security for the performance of any of the Development Contracts or such agreements or other

documents provided that if any Development Contract, agreement, other document, guarantee or security is expressed to be non-assignable then the Chargor charges to the Lender by way of fixed charge its interest in and the benefit of it; and

- (f) charges to the Lender by way of fixed charge, all other existing and future property of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress).

### **3. Floating Security**

#### *Creation of floating charge*

- 3.1 As continuing security for the payment of the Secured Liabilities the Chargor charges to the Lender by way of floating charge with full title guarantee the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Lender.

#### *Conversion*

- 3.2 Subject to clause 4.3, the Lender may at any time by written notice to the Chargor convert the floating charge created under clause 4.1 (Creation of floating charge) into a fixed charge as regards any property specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) in the opinion of the Lender such property is at risk of becoming subject to any Encumbrance (other than in favour of the Lender or a Permitted Encumbrance) or is otherwise at risk of ceasing to be within the ownership or control of the Chargor.

#### *Moratorium under 1986 Act*

- 3.3 The Lender shall not be entitled to convert the floating charge created by clause 4.1 into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986.

#### *Qualifying floating charge*

- 3.4 Section 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1 which is a "qualifying floating charge" for the purpose of section 14(1) of the Insolvency Act 1986.

### **4. Negative Covenants**

Except as permitted by and subject to the terms of any Finance Document the Chargor will not except without the prior written consent of the Lender:

- (a) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under clause 3 (Fixed Security) or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under clause 4 (Floating Security);

- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property;
- (c) terminate or amend in any material respect any Development Contract or release, settle or discharge any claim, right or entitlement which the Chargor may have under any Development Contract, whether by assignment, transfer, novation or otherwise.

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 DEBENTURE DATED THE 4th MAY 2005 AND CREATED BY C.G.I.S.  
LITTLEHAMPTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO ANY LENDER 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 6th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th MAY 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —