

# M

COMPANIES FORM No. 395

Ac/400107/✓

## 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

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

For official use

Company number

1119

04316756

Name of company

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

Date of creation of the charge

2 April 2009

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

A fifty-sixth supplemental trust deed dated 2 April 2009 between the Company, HDL Debenture Limited and Royal Exchange Trust Company Limited (the "Trustee") (the "Fifty-sixth Supplemental Trust Deed").

Amount secured by the mortgage or charge

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

Please see the attached schedule for definitions.

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

Royal Exchange Trust Company Limited  
7th Floor, Phoenix House, 18 King William Street, London

Postcode EC4N 7HE

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

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JL

WLC

Time critical reference

70-40417215/903678

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LD3

\*L7QX18SX\*

06/04/2009

COMPANIES HOUSE

316

Short particulars of all the property mortgaged or charged

Please see the 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)

N/A

Signed Cufford Chance Ltd

Date 6 April 2009

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~] † Royal Exchange Trust Company Limited

*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**  
**to Form 395 dated 2 April 2009 for C.G.I.S. Erdington Limited (registered in England**  
**and Wales number 04316756)**

**1. SECURITY**

**1.1 Mortgage**

Under the Fifty-sixth 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**

The Company has with full title guarantee:

- 1.2.1 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 licenses 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**"));
- 1.2.2 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
- 1.2.3 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.

1.3 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.

#### 1.4 Floating Charge

1.4.1 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 1.4 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.

1.4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to each of the floating charges referred to in Clause 1.4.1 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 HDL Debenture Limited which may be created and issued by HDL 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.

**"HDL Debenture Limited"** means the company registered in England with number 01755077 whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (formerly known as Hemingway Properties plc).

**"Original Stock"** means the £20,000,000 10.375 per cent first mortgage debenture stock 2023 of HDL 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 the land lying at the back of 350 Gravelly Lane, Erdington, Birmingham and registered at the Land Registry under title number WM948332.

**"Principal Trust Deed"** means the trust deed dated 13 July 1993 and entered into between, amongst others, HDL Debenture Limited (formerly known as Hemingway Properties plc) and the Trustee.

**"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-sixth Supplemental Trust Deed.

## **3. ADDITIONAL INFORMATION**

The Fifty-sixth Supplemental Trust Deed contains restrictions on the ability of the Company and HDL 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.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4316756  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIFTY-SIXTH SUPPLEMENTAL  
TRUST DEED DATED 2 APRIL 2009 AND CREATED BY C.G.I.S.  
ERDINGTON LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM HDL DEBENTURE LIMITED TO THE  
TRUSTEE 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  
6 APRIL 2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2009**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES