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COMPANIES FORM No. 395

Particulars of a mortgage or charge

119642/13

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4412525

Name of company

* Brindleyplace (Headlease) Limited

Date of creation of the charge

17 November 2008

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

Security Agreement made between the companies set out in Part IV of the attached Schedule and HSBC Bank plc dated 17 November 2008

Amount secured by the mortgage or charge

The Secured Liabilities (as defined in the attached Schedule)

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

HSBC Bank plc of 8 Canada Square, London

Postcode E14 5HQ

Presenter's name address and reference (if any)

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London
EC4R 9HA
SSWI/QEGI/H1028 79

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



LEDS4Z0

LD4

20/11/2008

42

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part II of 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)

Signed

Barnie Leighton Paine LLP

Date

19/11/08

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**

Name of company

*insert full name
of Company

* Brindleyplace (Headlease) Limited

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

SCHEDULE TO FORM 395

Part I

Interpretation

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Security Agreement unless otherwise specified. References in this Schedule to the Security Agreement or to any other document (including any Finance Document) include reference to the Security Agreement, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Account" means the General Accounts and the Deposit Account

"Agent" means HSBC Bank plc including its successors, transferees and assigns

"Agreement for Lease" means an agreement to grant an Occupational Lease of all or part of a Property

"Arranger" means HSBC Bank plc

"Borrower" means Brindleyplace Limited Partnership (established under Jersey Law with registered number LP325) acting by its general partner, Brindleyplace General Partner Limited (registered in Jersey with number 82962)

"Chargors" means the parties listed in part IV of this Schedule including their successors, transferees and assigns

"Counterparty" means the Original Counterparty or a person who becomes an additional Counterparty in accordance with Clause 27.3 of the Credit Agreement in its capacity as a counterparty to Hedging Arrangements

"Credit Agreement" means the credit agreement dated 7 August 2002 between (amongst others) the Borrower and the Agent as amended and restated by the amendment and restatement agreement dated on or around the date of the Security Agreement between (amongst others) the Borrower and the Agent

"Deposit Account" means the account referred to in Clause 11.1(b) of the Credit Agreement

"Event of Default" means an event specified as such in Clause 19.1 of the Credit Agreement

"Finance Document" means

- (a) the Credit Agreement,
- (b) a Security Agreement (as defined in the Credit Agreement),
- (c) a Subordination Deed (as defined in the Credit Agreement),
- (d) a Novation Certificate (as defined in the Credit Agreement),
a Counterparty Accession Agreement (as defined in the Credit Agreement),
- (e) a Subordinated Creditor Accession Agreement (as defined in the Credit Agreement),

(f) the Fee Letter (as defined in the Credit Agreement),

(g) any Hedging Arrangement, or

any other document designated as such by the Agent and the Borrower

"Finance Party" means a Lender, a Counterparty, the Arranger or the Agent

"General Account" means the account referred to in Clause 11 1(a) of the Credit Agreement

"General Partner" means Brindleyplace General Partner Limited (registered in Jersey with number 82962)

"Hedging Arrangement" means any interest rate hedging arrangements entered into or to be entered into by the Borrower in connection with interest payable under the Credit Agreement

"Insurances" means all contracts and policies of insurance taken out by or on behalf of the Chargors or (to the extent of its interest) in which a Chargor has an interest

"Lease Document" means an Agreement for Lease or an Occupational Lease

"Lender" means Britel Fund Trustees Limited as trustee on behalf of Britel Fund Unit Trust and Possfund Custodian Trustee Limited as trustee on behalf of the Royal Mail Property Unit Trust

"Mortgaged Property" means any freehold or leasehold property the subject of the security created by the Security Agreement

"Obligor" means the Borrower, a Chargor or the General Partner

"Occupational Lease" means any occupational lease or licence or other right of occupation to which a Property may be subject from time to time

"Original Counterparty" means HSBC Bank plc

"Property" means, subject to clause 17 10 of the Credit Agreement, a property listed or described in a schedule to a Security Agreement (as defined in the Credit Agreement) and where the context so requires, means the buildings on that Property

"Related Rights" means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of an Obligor in connection with the letting of all or part of a Property, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable

(a) rent (and any amount equivalent to rent) payable whether it is variable or not and however or whenever it is described, reserved or made payable,

(b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927,

- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954,
- (d) any sum received from any deposit held as security for performance of any tenant's obligations to pay rent,
- (e) any other monies payable in respect of occupation and/or usage of a Property and every fixture and fitting in that Property and any and every fixture on that Property for display or advertisement, on licence or otherwise,
- (f) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent, awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any costs, fees and expenses paid (which have not been reimbursed to, and are not recoverable by, an Obligor from any party) in furtherance of the such proceedings so taken or claim so made,
- (h) any monies payable under any policy of insurance in respect of loss of rent or interest on rent less any costs, fees and expenses paid (and which have not been reimbursed to, and are not recoverable by, an Obligor from any party) in furtherance of any claim made under such policy,
- (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Lease Document,
- (j) any sum payable or the value of any consideration to be given by any person as a consequence of executing a Lease Document,
- (k) any sum payable, or the value of any consideration to be given, by or on behalf of a tenant for the surrender or variation of any Lease Document or occupancy agreement,
- (l) any sum payable by any guarantor of any occupational tenant under any Lease Document (but without any double counting), and
- (m) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of any sum referred to above

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document. The term "Finance Document" includes all amendments and supplements including supplements providing for further advances

"Security Agreement" means the security agreement dated 17 November 2008 between the Chargors and the Agent

"Security Assets" means all assets of the Chargors the subject of any security created by the Security Agreement

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

"Shares" means the Chargors' interests in any shares in the share capital of any entity

Part II

Particulars of property mortgaged or charged

- (a) By way of a first legal mortgage
 - (i) all the Chargors' interest in the property specified in Part III of this Schedule, and
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in paragraph (a)(i) above) now or hereafter belonging to the Chargors, and
- (b) By way of a first fixed charge
 - (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to the Chargors,
 - (ii) all plant and machinery owned by a Chargor and its interest in any plant or machinery in its possession,
 - (iii) all monies standing to the credit of any account with any person and the debts represented by them,
 - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them,
 - (v) all of the Chargor's book and other debts, the proceeds of the same and all other monies due and owing to a Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed, or held by it in relation to any of the foregoing,
 - (vi) (to the extent they are not subject to an effective assignment under paragraph (c) below) all the Chargors' rights under any guarantees, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into or given to the Chargor in respect of the Mortgaged Property,
 - (vii) (to the extent they are not subject to an effective assignment under paragraph (c) below) all the Chargors' rights under each Lease Document,
 - (viii) (to the extent they are not subject to an effective assignment under paragraph (c) below) all the Chargors' rights under any Hedging Arrangements,
 - (ix) any beneficial interest, claim or entitlement of the Chargor in any pension fund,
 - (x) the Chargors' goodwill,
 - (xi) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other paragraph in this paragraph (b) and the right to recover and receive all compensation which may be payable to it in respect of them,

- (xii) the Chargors' uncalled capital,
 - (xiii) all Shares held by the Chargors and/or any nominee on its behalf and all Related Rights,
 - (xiv) the Chargors' rights under the appointment of any managing agent of the Mortgaged Property, and
 - (xv) the Chargors' rights under any agreement relating to the purchase of the Property by the Chargors, and
- (c) By way of security assignment
- (i) all Rental Income,
 - (ii) any guarantee of Rental Income contained in or relating to any Lease Document,
 - (iii) all monies standing to the credit of any account until any person (including without limitation the Accounts) and the debts represented by them
 - (iv) all the Chargors' rights under any guarantees, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into or given to the Chargor in respect of the Mortgaged Property, and
 - (v) all the Chargors' rights under any Hedging Arrangements, and
- (d) By way of first floating charge all the Chargors' assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment under paragraphs (a), (b) and/or (c) above

Part III

Properties

- 1 Leasehold premises known as land and buildings on the north west side of Broad Street, Birmingham as demised by and more particularly described in a lease dated 10th November, 1989 made between Birmingham City Council (1) Brindleyplace plc (2) and Rosehaugh plc and Merlin International Properties Limited (3) as registered at the Land Registry under title number WM491380
- 2 Leasehold premises known as Three Brindleyplace Birmingham as demised by and more particularly described in an underlease dated 24 July 1998 and made between (1) Argent Development Consortium Limited and (2) Possfund Custodian Trustee Limited as registered at the Land Registry under title number WM682940
- 3 Leasehold premises known as Four Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 13th March, 2002 made between Argent Development Consortium Limited (1) and Four Brindleyplace Limited (2) as registered at the Land Registry under title number WM767322
- 4 Leasehold premises known as land and buildings at Five Brindleyplace as demised by and more particularly described in an underlease dated 13 October 1994 and made between (1) Brindleyplace PLC and (2) Argent Group Investments PLC as registered at the Land Registry under title number WM625319

- 5 Leasehold premises known as Six Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 15th April, 2002 made between Argent Development Consortium Limited (1) and Six Brindleyplace Limited and Six Brindleyplace (No 2) Limited (2) as registered at the Land Registry under title number WM771278
- 6 Leasehold premises known as Retail Units at Six Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 27th June, 2002 made between Six Brindleyplace Limited and Six Brindleyplace (No 2) Limited (1) and ADC Leaseback Limited (2) registered at the Land Registry under title number WM781841
- 7 Leasehold premises known as Seven Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 15th April 2002 made between Argent Development Consortium Limited (1) and Seven Brindleyplace Limited and Seven Brindleyplace (No 2) Limited (2) as registered at the Land Registry under title number WM771277
- 8 Leasehold premises known as Eight Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 15th April 2002 made between Argent Development Consortium Limited (1) and Eight Brindleyplace Limited and Eight Brindleyplace (No 2) Limited (2) as registered at the Land Registry under title number WM771275
- 9 Leasehold premises known as The Apartments at Eight Brindleyplace, Birmingham as demised by and more particularly described in an underlease dated 10 February 2004 made between (1) Eight Brindleyplace Limited and Eight Brindleyplace (No 2) Limited and (2) ADC Leaseback Limited as registered at the Land Registry under title number WM822077
- 10 Leasehold premises known as Nine Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 18th July, 2000 made between Argent Development Consortium Limited (1) and Nine Brindleyplace Limited (2) as registered at the Land Registry under title number WM728645
- 11 Leasehold premises known as Ten Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 15th April 2002 made between Argent Development Consortium Limited (1) and Ten Brindleyplace Limited and Ten Brindleyplace (No 2) Limited (2) as registered at the Land Registry under title number WM771274
- 12 Leasehold premises known as Part Ten Brindleyplace, Birmingham as demised by and more particularly described in an underlease dated 10 February 2004 and made between (1) Ten Brindleyplace Limited and Ten Brindleyplace (No 2) Limited and (2) ADC Leaseback Limited as registered at the Land Registry under title number WM822078
- 13 Leasehold premises known as the Plantroom Basement Café, Brindleyplace as demised by and more particularly described in an underlease dated 15 April 2002 and made between (1) Café In the Square Brindleyplace Limited and Café in the Square (No 2) Limited and (2) Argent Development Consortium Limited as registered at the Land Registry under title number WM771269
- 14 Leasehold premises known as Canalside (Car Park) Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 15th April, 2002 made between Argent Development Consortium Limited (1) and Canalside (Car Park) Brindleyplace Limited and Canalside (Car Park) Brindleyplace (No 2) Limited (2) as registered at the Land Registry under title number WM771273
- 15 Leasehold premises known as Café in the Square Brindleyplace Birmingham as demised by and more particularly described in a underlease dated 15th April, 2002 made between Argent Development Consortium Limited (1) and Café in the Square Brindleyplace Limited and Café in the Square Brindleyplace (No 2) Limited (2) as registered at the Land Registry under title number WM771271

Part IV

Chargors

Chargors	Jurisdiction of Incorporation	Registered Number
Brindleyplace (Headlease) Limited	England and Wales	4412525
Brindleyplace (Headlease) (No 2) Limited	England and Wales	4412539
Brindleyplace Nominee Limited	England and Wales	4845749
Brindleyplace Co-Nominee Limited	England and Wales	4845777
Six Brindleyplace Limited	England and Wales	4261366
Six Brindleyplace (No 2) Limited	England and Wales	4310856
Seven Brindleyplace Limited	England and Wales	4261354
Seven Brindleyplace (No 2) Limited	England and Wales	4310781
Eight Brindleyplace Limited	England and Wales	4261396
Eight Brindleyplace (No 2) Limited	England and Wales	4310792
Ten Brindleyplace Limited	England and Wales	4261369
Ten Brindleyplace (No 2) Limited	England and Wales	4310813

Part V

Notes

- 1 The Security Agreement provides that the Agent may by notice to the Chargors convert the floating charge created by the Security Agreement into a fixed charge as regards all or any of the Chargors' assets specified in the notice if (a) an Event of Default is outstanding or (b) the Agent has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

- 2 The Security Agreement provides that no Chargor shall (a) subject to clause 17 8 (Negative pledge) of the Credit Agreement, create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Security Agreement or (b) sell, transfer, grant, or, subject to clause 18 2 (Occupational Leases) of the Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for as permitted under the Credit Agreement and except the disposal in the ordinary course of trade of any Security Asset subject to the floating charge referred to in paragraph (d) in Part II of this Schedule
- 3 The Security Agreement provides that the Chargors shall (a) get in and realise the Chargors' (i) rent and other amounts due from occupational tenants of the Mortgaged Property and (ii) book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account in accordance with (b) of this Note 3 upon trust for the Agent, and (b) save to the extent that the Agent otherwise agrees, pay the proceeds of the getting in and realisation into an Account in accordance with the Credit Agreement
- 4 The Security Agreement provides that each Chargor shall, at its own expense, take whatever action the Agent or a Receiver (as defined in the Security Agreement) may reasonably require for (a) perfecting or protecting the security intended to be created by the Security Agreement over any Security Asset (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Agent or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Agent may think expedient
- 5 The Security Agreement provides that where two or more persons purport to create a Security Interest over a Security Asset under the Security Agreement then (a) they (or such of them as have the joint interest in the relevant Security Asset) shall be deemed to have mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Security Asset, (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Security Asset, and (c) each person shall be deemed to have confirmed the Security Interest granted by the others



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4412525
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 17
NOVEMBER 2008 AND CREATED BY BRINDLEYPLACE
(HEADLEASE) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM EACH OBLIGOR TO HSBC BANK PLC
AS AGENT AND TRUSTEE FOR THE FINANCE PARTIES 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 20 NOVEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 NOVEMBER
2008

D. Sel



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**