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CHFP025

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

*insert full name
of Company

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

15

05481678

Name of company

* ONE VINCENT SQUARE LIMITED (the "Company")

Date of creation of the charge

17 April 2008

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

4
+
10
All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Bank and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account and so that interest shall be computed and compounded according to the Bank's usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Charge ("the Secured Liabilities")

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

See for
attach
Bank of Scotland Corporate, Security for Advances, Citymark, 150 Fountainbridge, Edinburgh (the "Bank")

Postcode EH3 9PE

Presenter's name address and
reference (if any)

Field Fisher Waterhouse LLP
35 Vine Street
London
EC3N 2AA

Ref RFG/42843 00001

Time critical reference

For official Use (06/2005)
Mortgage Section



PMO 22/04/08 317
COMPANIES HOUSE
"AIVYVZUQ"
A51 19/04/2008 415
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached continuation sheet

Please do not
write in
this margin

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

01
x
45

Particulars as to commission allowance or discount (note 3)

Signed David Foster Wetherburn LLP

Date 11/4/06

On behalf of [company] [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 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 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 situated 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**.

Particulars of a mortgage or charge

Company Number 05481678

Name of Company One Vincent Square Limited

Short particulars of property mortgaged or charged

The Company charges with full title guarantee and as a continuing security

- 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Charge together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on or attached to such property (NB there is no property described in the schedule to the Charge),
- 2 by way of fixed charge all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Charge or at any time thereafter (other than any property charged in terms of paragraph 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), which are at any time on or attached to such property,
- 3 by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled,
- 4 by way of fixed charge all present and future plant and machinery attached to the property which is charged by the foregoing provisions and all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
- 5 by way of a fixed charge all rights, money or property of an income nature at any times accruing or payable in relation to the stocks, shares and other securities charged by paragraph 4 above whether by way of dividend, distribution, interest or otherwise,
- 6 by way of a fixed charge all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),

Short particulars of property mortgaged or charged continued

- 7 by way of fixed charge all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),
- 8 by way of fixed charge all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
- 9 by way of fixed charge the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use of exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 8 above but owned by others,
- 10 by way of fixed charge all the Company's rights now or in the future in relation to trade secrets confidential information and know how in any part of the world,
- 11 by way of fixed charge all present and future book debts of the Company,
- 12 by way of fixed charge all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraphs 6 and 7 above or arising on fluctuating accounts with the Company's parent company and subsidiaries)
- 13 by way of fixed charge the benefit of all warranties, instruments, guarantees, charges pledges and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- 14 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 15 by way of fixed charge all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions.

Particulars of a mortgage or charge

Company Number 05481678

Name of Company One Vincent Square Limited

Short particulars of property mortgaged or charged continued

- 16 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned under the Charge (including without limitation any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in the foregoing provisions),
- 17 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Bank (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)
- (a) all the right title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and
- (b) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Charge

Conversion into fixed charge

The Bank may at any time by notice to the Company immediately convert the floating charge referred to in paragraph 16 above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Bank automatically be converted with immediate effect into a fixed charge -

- (a) in respect of any Assets which become subject to any step by any third party to take a fixed charge,
- (b) in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,
- (c) in respect of all Assets charged under paragraph 16 if and when the Company ceases to carry on business or to be a going concern, and
- (d) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without

Particulars of a mortgage or charge

Company Number 05481678

Name of Company One Vincent Square Limited

Short particulars of property mortgaged or charged continued

limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

but this provision will not apply

- (a) to any Assets situated in Scotland if, and to the extent that, a receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/or
- (b) solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000

Restriction on charges and disposals

The Company will not without the previous written consent of the Bank

- (a) create or attempt to create or permit to subsist any right in security mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any assets (except in favour of the Bank), or
- (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a permitted disposal under the terms of the charge, or
- (c) in any way dispose of the equity of redemption of any such Asset or any interest in any Asset

Control of moneys received

The Company shall

- (a) get in and realise its 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 paragraph (b) below) upon trust for the Bank, and

Particulars of a mortgage or charge

Company Number 05481678

Name of Company One Vincent Square Limited

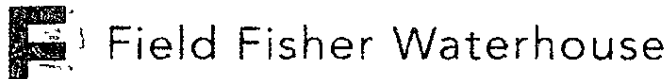
Short particulars of property mortgaged or charged continued

- (b) pay into its account with the Bank (or as the Bank may direct) all monies which the Company receives in respect of any book or other debts and other monies charged to the Bank, and
- (c) if called upon to do so by the Bank execute a legal assignment of all or any part the Receivables to the Bank

Definitions and mortgaged property

"**Assets**" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

"**Fixed Charge Asset**" shall mean an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created under the Charge



Attn: Jennifer Murphy
Companies House

By Fax 029 20380827

Our ref: EK1/SS1/42843-00001/7348809 v1
Your ref:

Evelina Kuchuk
Solicitor
020 7861 4866 (Direct Dial)

22 April 2008

Dear Jennifer

One Vincent Square Limited (Company Number 05481678)

Further to our telephone conversation today, I confirm that we have submitted on Friday 18th April 3 Forms 395 relating to a Debenture, Legal Charge and Charge over Cash Deposit for the above company

As mentioned the name and address of the mortgagee on the Forms 395 was not entered in full. It should read as follows:

Bank of Scotland Plc, Bank of Scotland Corporate, Security for Advances, Citymark, 150 Fountainbridge, Edinburgh EH3 9PF (the "Bank").

I should be grateful if you could make the necessary amendment on the three Forms 395 and proceed with our application.

Please do not hesitate to contact me if I can be of further assistance.

Yours sincerely


Evelina Kuchuk
for Field Fisher Waterhouse LLP



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5481678
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 APRIL 2008
AND CREATED BY ONE VINCENT SQUARE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC 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 22 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES