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in black type or  
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lettering\* Insert full name  
of company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

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

☐ ☐ ☐

5483721

Name of company

GLEBE (ABINGDON) LIMITED, a company incorporated under the laws of England and Wales and having its registered office at Acre House, 11-15 William Road, London, NW1 3ER (the "Chargor")

Date of creation of the charge

15 July 2005

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities

See Paper Apart 2 for Definitions.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, incorporated under Act of Scots Parliament dated 1695 and having its head office at The Mound, Edinburgh for itself and as security trustee for the Finance Parties (the "Security Trustee")

Postcode EH1 1YZ

Presenter's name, address and  
reference (if any):

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

For official use (02/00)

Mortgage Section

Post room



Time critical reference

GEH/ADCF/CLP/BOS001.2305

019339/2104

# 395

Short particulars of all the property mortgaged or charged

See Paper Apart 1.

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legibly, preferably  
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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)

N/A

Signed

Date 22/7/05

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 the Paper Apart 1 referred to in the foregoing Form 395 in respect of a Debenture dated 15 July 2005 among Glebe Holdings Limited, Glebe (Abingdon) Limited and The Governor and Company of the Bank of Scotland.**

**1. COVENANT TO PAY**

- (1) Each Chargor hereby covenants with the Security Trustee that it will pay or discharge the Secured Liabilities on the respective due dates therefor in the manner provided for in the Finance Documents.
- (2) At any time after the occurrence of an Event of Default, the Security Trustee shall be entitled to appropriate moneys and/or assets to satisfy the Secured Liabilities in such manner or order as it sees fit (subject to Clauses 18 (Application of Proceeds) and 19 (No Liability as Mortgagee in Possession) of the Charge) and any such appropriation shall override any appropriation by the Chargors or any other person.

**2. FIXED CHARGES**

- (1) To the extent of its interest Newco, with full title guarantee, charges in favour of the Security Trustee as security for the payment of all Secured Liabilities by way of first legal mortgage, all of its legal and beneficial interest in and to the Properties listed at Schedule 1 (*The Properties*) of the Charge.
- (2) Each Chargor, as security for the payment of all Secured Liabilities with full title guarantee charges in favour of the Security Trustee by way of first fixed charge:
  - (a) (to the extent the same are not the subject of an effective mortgage under Clause 3(1) of the Charge all present and future estates or interests, including any beneficial interest, in any freehold or leasehold property now or in the future belonging to it and located in England or Wales (including for the avoidance of doubt the Properties);
  - (b) all plant and machinery now or in the future owned by it and its interest in any such plant or machinery in its possession;
  - (c) its present and future interest in all stocks, shares (other than the Group Shares), debentures, bonds, warrants, coupons and other securities and investments and all rights relative thereto;
  - (d) all moneys (including interest) standing now or in the future to the credit of any bank account held by it with any person and the debts represented by them;
  - (e) subject to the terms of any lease, all benefits in respect of Insurances, all claims in respect thereof and return of premiums in respect of them;
  - (f) (to the extent that the same do not fall within any other sub-paragraph of this Clause 3(2) of the Charge) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by them in relation thereto;
  - (g) (to the extent they are not subject to an effective assignment under Clause 3(3) of the Charge) all its rights under the Occupational Leases;

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- (h) its present and future beneficial interest, claim or entitlement in any pension fund;
  - (i) its present and future goodwill;
  - (j) the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Security Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
  - (k) its present and future uncalled capital;
  - (l) its rights under the appointment of any managing agent of the Mortgaged Property;
  - (m) its rights under the agreement or agreements relating to the purchase of the Mortgaged Property by the Chargor;
  - (n) all knowhow licences and patents (including applications and rights to apply therefor), copyrights, rights in trademarks, service marks whether registered or not, and rights in confidential information now or at any time belonging to it; and
  - (o) all Group Shares held now or in the future by it and/or any nominee on its behalf.
- (3) Each Chargor assigns to the Security Trustee:
- (a) all Rental Income (exclusive of VAT); and
  - (b) all its rights under the Occupational Leases;
- (4) A reference in the Charge to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes:
- (a) all buildings and Fixtures on that property;
  - (b) the proceeds of sale of any part of that property; and
  - (c) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### 3. **FLOATING CHARGE**

- (1) Each Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Trustee by way of a first floating charge (i) all its assets situated outside Scotland or governed by a body of law other than Scots law and not otherwise effectively charged or assigned by way of fixed mortgage or charge or assignment by Clause 3 (*Fixed Charges*) of the Charge or by a separate security agreement, and (ii) all its assets situated in Scotland or otherwise governed by Scots law.
- (2) No Chargor shall otherwise than as provided in the Facility Agreements:

- (a) create or permit to subsist any Security 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.

This is the Paper Apart 2 referred to in the foregoing Form 395 in respect of a Debenture dated 15 July 2005 among Glebe Holdings Limited, Glebe (Abingdon) Limited and The Governor and Company of the Bank of Scotland.

In the interpretation of this Form 395:

**Additional Borrower** means a company which becomes an Additional Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

**Additional Guarantor** means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

**Borrower** means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

**Company** means Glebe Holdings Limited.

**Event of Default** means any event or circumstance specified as such in Clause 22 (*Events of Default*) of the Facility Agreement.

**Facilities** means the revolving term loan facilities to be made available under the Facility Agreement;

**Facility Agreement** the revolving term loan facility agreement among Glebe Holdings Limited as Borrower, the entities listed in Part I of Schedule 1 thereof as Original Guarantors, the financial institutions listed in Part II of Schedule 1 thereof as Original Lenders, The Governor and Company of the Bank of Scotland as Arranger, Agent and Security Trustee dated 3 November 2004 in respect of a revolving credit facility of up to £80,000,000 and as amended, varied, supplemented, restated, and novated from time to time;

**Finance Documents** means the "Finance Documents" as defined in the Facility Agreement and the Loan Stock Instrument;

**Finance Parties** means the "Finance Parties" as defined in the Facility Agreement and the Loan Note Holders;

**Fixtures** means in relation to any freehold or leasehold property charged by or pursuant to the Charge all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in a Chargor;

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

**Group Shares** means the shares in the Subsidiaries described at Schedule 6 of the Charge together with all other fully paid issued shares in the Subsidiaries from time to time;

**Insurances** means all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of a Chargor or (to the extent of the Chargor's interest) in which a Chargor has an interest;

**Loan Note Holders** means each of Uberior Ventures Limited, Melrose International Development Limited, The Bank of East Asia (Nominees) Limited and Crescent International Holdings Limited and their permitted transferees in terms of the Loan Stock Instrument.

**Loan Notes** means the £19,500,000 Fixed Rate Secured Loan Notes 2014 of the Company constituted by this Loan Stock Instrument, for the time being issued and outstanding or any part thereof.

**Loan Stock Instrument** means the loan stock instrument issued in the Required Form of the Company dated on or around the date hereof constituting the Loan Notes.

**Mortgaged Property** means the property hereby legally mortgaged or charged and any other freehold or leasehold property the subject of the Charge;

**Obligor** means a Borrower or a Guarantor.

**Occupational Leases** means all the leases and ancillary deeds and documents listed at Schedule 2 (*Occupational Leases*) together with all occupational leases or licences or other right of occupation to which any Chargor's interest in any Property may be subject from time to time;

**Original Guarantor** means those companies listed as such in Part 1 of Schedule 1 of the Facility Agreement.

**Property** means the property listed in Schedule 1 of the Charge and any other property acquired by any Chargor, in accordance with the provisions of the Finance Documents from time to time and "**Properties**" shall be construed accordingly;

**Rental Income** means all rent and other monies due and payable to an Obligor or for the benefit of an Obligor under the Occupational Leases.

**Secured Liabilities** means, in respect of ~~each Chargor~~, all of their present and future obligations and liabilities to the Security Trustee and each of the Finance Parties under the Charge, the Facility Agreement and each other Finance Document, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify (to the extent expressly contained in a Finance Document) the Security Trustee and each of the other Finance Parties and including, for the avoidance of doubt, any liability arising from any and all amendments, supplements or restatements of the Facility Agreement from time to time including (without limitation) any and all increases in the Facility from time to time and/or or any increases from time to time in any liabilities in respect of any further advances provided in respect of any other Finance Document;

**Security Assets** means all assets, rights and property of each Chargor the subject of any security created by the Charge;

**Subsidiaries** means each company which is or which may become a subsidiary (within the meaning of Section 736 of the Companies Act) of any Chargor.

**SCHEDULE 1**

**The Properties**

None



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05483721

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th JULY 2005 AND CREATED BY GLEBE (ABINGDON) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO THE SECURITY TRUSTEE AND EACH OF 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 23rd JULY 2005.

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

*Rmm*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —