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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHFP025

To the Registrar of Companies

For official use

Company Number

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

*Insert full name of
company

Registered in England and Wales
with registration number 02714781

Name of company

CLS HOLDINGS PLC., a public limited company whose registered office is at 1 Citadel Place, Tinworth Street, London SE11 5EF (the "**Shareholder**");

Date of creation of the charge

29 April 2005

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

SHARE CHARGE relating to shares in Coventry House Limited (the "**Share Charge**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Borrower to all or any of the Secured Parties under each Finance Document (except for any obligation which, if it were so included, would result in the Share Charge contravening Section 151 of the Companies Act 1985) (the "**Secured Liabilities**")

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

DEUTSCHE BANK AG LONDON of Winchester House, 1 Great Winchester Street, London EC2N 2DB as trustee for the Secured Parties (the "**Security Trustee**" which expression shall include any successor security trustee appointed from time to time)

Presentors name address and
reference (if any):

ADDLESHAW GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

Ref: COLES/ 310610-65

LON4/408535.1

For official use

Mortgage Section

Post room

LD3
COMPANIES HOUSE

LYKHKSSY

0277
10/05/05

Time critical reference

Short particulars of all the property mortgaged or charged

1 Fixed Security

The Shareholder, as security for the payment of all the Secured Liabilities, charged in favour of the Security Trustee by way of a first fixed charge all Shares held by it and/or any nominee on its behalf and all Related Rights.

2 Restrictions on dealing

In entering into the Share Charge the Shareholder undertook that it shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Share Charge; or
- (b) sell, transfer or otherwise dispose of any Security Asset or permit the same to occur;
- (c) take or permit the taking of any action whereby the rights attaching to any of the

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Adel Shaw

Date

9 May 2005

On behalf of [company] mortgagee/chargee ☒

☐ 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 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Security Assets are amended or further shares in the Borrower are issued without the prior written consent of the Security Trustee.

3 Further Assurances

In the Share Charge, the Shareholder undertook that it shall, at its own expense, take whatever action the Security Trustee or a Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by this Deed over any Security Asset;
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Security Trustee 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 Security Trustee 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 Security Trustee may think expedient

Definitions

In this Form 395:

"Borrower" means Coventry House Limited, a company registered in England and Wales with registration number 02210046 whose registered office is at 1 Citadel Place, Tinworth Street, London SE11 5EF

"Credit Agreement" means the credit agreement dated 29 April 2005 between Deutsche Bank AG London as Original Lender (1) the Security Trustee (2) Deutsche Bank AG London as Facility Agent (3) and the Borrower (4) the Original Lender agreed to make available a loan facility on the terms and conditions contained in the Credit Agreement

"Debenture" means the debenture dated 29 April 2005 executed by the Borrower in favour of the Security Trustee

"Duty of Care Agreement" means a duty of care agreement in the agreed form entered into or to be entered into between the Security Trustee and the Managing Agents in relation to the management of the Property

"Facility Agent" means Deutsche Bank AG London of Winchester House, 1 Great Winchester Street, London EC2N 2DB

"Fees Letter" means the letter dated on 29 April 2005 from the Facility Agent to the Borrower relating to certain fees payable to the Facility Agent and the Lenders in relation to the Credit Agreement and being described on its face as the "Fees Letter"

"Finance Party" means the Security Trustee, a Lender or the Facility Agent

"Finance Documents" means each and all of the Credit Agreement, each Transfer Certificate, the Duty of Care Agreement, the Fees Letter and the Security Documents, the Subordination Agreement and any other document designated as such by the Facility Agent and the Borrower

"Liabilities" means all present and future sums, liabilities and obligations payable or owing by the

Borrower (whether actual or contingent, jointly or severally or otherwise howsoever)

"Lenders" means:

- (a) the Original Lender; and
 - (b) any bank, building society, financial institution or other entity which has become a Finance Party in accordance with clause 24 of the Credit Agreement,
- which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement.

"Managing Agents" means CLSH Management Limited or such other managing agents appointed by the Borrower in respect of the Property with the prior written approval of the Facility Agent

"Original Lender" means Deutsche Bank AG London whose registered office is at Winchester House, 1 Great Winchester Street, London, EC2N 2DB

"Property" means Coventry House, 21/24 Coventry Street and 35a Haymarket, London SW1Y 4HA and as more particularly described in The Schedule to this Form 395

"Receiver" means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) a receiver, in either case, appointed under the Share Charge

"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

"Secured Parties" means the Facility Agent, the Lenders, the Security Trustee and any other party designated in writing as a Secured Party from time to time by the Lenders and their respective successors and assigns

"Security Assets" means the Shares and the Related Rights

"Security Document" means each and all of:

- (a) the Debenture;
- (b) the Share Charge; and

any guarantee and any document creating security executed and delivered after 29 April 2005 as security for any of the Liabilities of the Borrower to any of the Secured Parties

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

"Shares" means all the shares in the Borrower legally and/or beneficially owned by the Shareholder

"Subordination Agreement" means a subordination agreement executed or to be executed by the Borrower and the Subordinated Lenders and the Security Trustee in the agreed form

"Subordinated Lenders" means the following:

- (a) NYK Investments Limited, a company registered in England and Wales with registration number 2767722; and

- (b) CLSH Management Limited, a company registered in England and Wales with registration number 2879688

"Transfer Certificate" means a transfer certificate in substantially the form set out in schedule 5 of the Credit Agreement or any other form agreed between the Facility Agent and the Borrower

Schedule

The Property

The freehold land and buildings being Coventry House, 21/24 Coventry Street and 35a Haymarket, London registered at The Land Registry with title absolute under title number NGL 778661.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02714781

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 29th APRIL 2005 AND CREATED BY CLS HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO ALL OR ANY OF THE SECURED PARTIES 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 10th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th MAY 2005.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —