

# M

CHFP131

COMPANIES FORM No. 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.

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

7

4309223 3268801

Name of company

\*insert full name of Company

Ridgeford Properties Limited (the "Company")

Date of creation of the charge

8 January 2002

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

Share Charge (the "Charge")

Amount secured by the mortgage or charge

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrowers to the Lender whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs charges and expenses or under the Charge (the "Liabilities") and the Indebtedness (defined below).

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

KBC Bank NV (the "Lender")  
7<sup>th</sup> Floor, Exchange House  
Primrose Street, London

Postcode EC2A 2HQ

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

Berwin Leighton Paisner

Adelaide House

London Bridge

London, EC4R 9HA

DX 92 London

Tel: 020 7760 1000

Ref GSNA [Doc No.- 1849287]

Time critical reference

For official Use  
Mortgage Section



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COMPANIES HOUSE

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COMPANIES HOUSE

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28/01/02

(NPR)

Short particulars of all the property mortgaged or charged

As continuing security for the payment and discharge of the Liabilities and the Indebtedness:

1. By way of legal mortgage all interest in the Investments and the Share Rights including all rights of enforcement of the same.
2. By way of assignment each of the following including all rights of enforcement of the same.
  - 2.1 all Causes of Action;
  - 2.2 the Debts;
  - 2.3 the benefit of any Compensation Payment; and
  - 2.4 (to the extent they are not already assigned or charged by the other provisions of the Charge) all the Company's estate, rights, title and interest in the Charged Assets.

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)

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.  
(see Note 5)

Signed *Bernward Heigert Patisier* Date *28 January 2002*

On behalf of ~~[company]~~ ~~[mortgagee/chargee]~~<sup>†</sup>

<sup>†</sup>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 Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

~~4309223~~ 3268801 BLP

Name of Company

\* delete if  
inappropriate

Ridgeford Properties

Limited\*

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

**Notes:**

1. The Charge provides that so long as the Liabilities are outstanding the Company shall not without the prior written consent of the Lender:
  - 1.1 create, suffer or permit any Security Interest over the Charged Assets nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created by the Finance Documents;
  - 1.2 in respect of the Charged Assets, sell, convey, assign, release, exchange, set-off, compound, factor, discount, transfer, part with possession, enter into any sharing arrangement, nor make any other disposal or realisation of the Charged Assets or any interest in them, nor enter into any agreement to effect all or any of them; nor
  - 1.3 present a petition for an order of court for the appointment of an administrator in respect of itself or either Borrowers and notify the Lender promptly on becoming aware that any other party proposes to present such a petition.
2. By the Charge the Company undertakes to the Lender promptly to notify the Lender when it acquires any interest in any other share capital in either Borrower whether by way of bonus, rights issue or otherwise and execute and deliver to the Lender a legal mortgage credited in favour of the Lender in relation to such additional share capital in a form substantially similar to the Charge;
3. The Charge contains the following definitions:

**"Borrowers"** means each of Manhattan Loft (Tokenhouse Yard) Limited and Ridgeford Properties (Tokenhouse Yard) Limited;

**"Causes of Action"** means all causes of action and other rights and remedies which the Company has or may have in relation to the Charged Assets including those against its professional and other advisers and contractors;

**"Charged Assets"** means the assets charged or intended to be charged by the Charge;

**"Compensation Payment"** means monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise;

**"Debts"** means all debts due to the Company now or in the future as a result of being the legal and beneficial owner of the Investments;

**"Event of Default"** as defined in the Facility Agreement being any event specified in clause 16 of the Facility Agreement (whether or not declared);

**"Facility Agreement"** means the facility agreement between the Borrowers (1) the Lender (2) the Nominees (3) and the Guarantors (4) on or about the date of the Charge;

**"Finance Documents"** as defined in the Facility Agreement being each and all of the Facility Agreement, the Security Documents and all other documents or instruments granted or created in favour of for the benefit of the Lender under the Facility Agreement and any other document so designated by the parties now or in the future;

**"Guarantors"** as defined in the Facility Agreement being, Manhattan Loft Corporation NV, Brilite NV, Manhattan Loft Corporation Limited, Manhattan Loft Commercial Limited and Ridgeford Properties Limited including their successors in title and assigns;

**"Indebtedness"** as defined in the Facility Agreement being, all present and future debts or obligations or liabilities of the Company to the Lender on any account whether actual as contingents, alone, jointly or jointly and severally with any person (in whatever capacity, style or name) as principal or surety including all costs interests, commission and other charges;

**"Investments"** means the existing or future interest of the Company in the entire issued share capital of Ridgeford Properties (Tokenhouse Yard) Limited;

**"Nominees"** as defined in the Facility Agreement being, Tokenhouse Yard Limited and Tokenhouse Yard (Trustee No. Two) Limited including their successors in title and assigns;

**"Property"** as defined in the Facility Agreement being, the property details of which are set out in schedule 1 below (and any land, cellars, vaults, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements and rights attaching to it (and including all furnishings, fittings, equipment and decorations) and in each case each and every part of it;

Please complete  
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in black type, or  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

**"Security Documents"** as defined in the Facility Agreement being each and all of:

- (a) a debenture from the Borrowers containing (amongst other things) a floating charge over the whole of each Borrower's undertaking and a first charge over each Borrower's interest in the Property and all the shares in the Nominees;
- (b) a charge over the shares of each Borrower;
- (c) a debenture from the Nominees containing (amongst other things) a floating charge over the whole of each Nominee's undertaking and a first legal charge over its interest in the Property;
- (d) limited guarantee from Ridgeford Properties Limited supported by a cash deposit of £2,000,000 secured by way of a first ranking security assignment of the relevant account (also a Security Document) of the capital amounts outstanding under the Facility;
- (e) limited guarantee from Manhattan Loft Commercial Limited supported by a second charge (also a Security document) over Bankside Studios;
- (f) cost overrun and interest servicing guarantees from Manhattan Loft Corporation NV, Brilite NV, Manhattan Loft Corporation Limited and Ridgeford Properties Limited;
- (g) deferred equity guarantees severally from Manhattan Loft Commercial Limited (supported by a second charge over Bankside Studios) and Ridgeford Properties Limited (supported by a cash deposit of £850,000 secured by way of a first ranking security assignment of the relevant account) (both of which shall be Security Documents);
- (h) appropriate subordination and intercreditor arrangements;
- (i) Collateral Warranties from each member of the Professional Team;
- (j) other security documents or instruments granted or created in favour of the Lender under the Facility Agreement and any other document so designated by the parties now or in the future;

**"Security Interest"** as defined in the Facility Agreement being any mortgage, pledge, lien, charge, security, assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset; and

**"Share Rights"** means all rights attaching to the shares, including payment of dividends or interest and rights of redemption and rights to any further or other shares issued in relation to the Investments or in substitution or exchange for any or all of the Investments.

#### **Schedule**

##### **The Property**

The freehold land known as 6-8 Tokenhouse Yard, London registered at H M Land Registry with Title Absolute under title numbers 300897, 292131 and 300898.

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

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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. 03268801

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 8th JANUARY 2002 AND CREATED BY RIDGEFORD PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KBC BANK NV 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 28th JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th FEBRUARY 2002.

LC  
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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —