



CHFP004

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.



395

144676/156

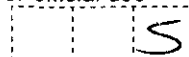
Please do not
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Pursuant to section 395 of the Companies Act 1985

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

4236213

*Insert full name
of Company

Name of company

* Tokenhouse Yard Limited (the "Company")

Date of creation of the charge

24 November 2005

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

Debenture between the Company (1), Ridgeford Properties (Tokenhouse Yard) Limited (2) and
Manhattan Loft (Tokenhouse Yard) Limited (together as "Debtor") (2) and the Bank (3) (the
"Debenture")

Amount secured by the mortgage or charge

All the Debtor's liabilities to the Bank of any kind and in any currency (whether present or future
actual or contingent and whether incurred alone or jointly with another) together with the Bank's
charges and commission, Interest and Expenses

(the "Debtor's Obligations")

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

The Royal Bank of Scotland plc

36 St Andrew Square

Edinburgh (the "Bank")

Postcode

EH2 2YB

Presenter's name and address and
Taylor Wessing
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

DLR/AHR

RBS-7-28/Debenture TYL

Time critical reference

For official Use
Mortgage Section

Post room



A35
COMPANIES HOUSE

633
02/12/2005

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land;
- 2 By way of fixed charge:-
 - (i) all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property referred to in paragraph 1;
 - (ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
 - (iii) all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
 - (iv) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
 - (v) all rents receivable from any lease granted of any freehold and leasehold property of the Company;
 - (vi) all the goodwill and uncalled capital of the Company present and future;
 - (vii) all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same;
 - (viii) all stocks shares and other securities of the Company present and future (except those referred to in paragraph 2(vii)) and all income and rights derived from or attaching to the same;
 - (ix) all intellectual property rights, choses in action, licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting any of the Property. **"Intellectual Property Rights"** include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names.
 - (x) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party;
 - (xi) all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 9.2 of the Debenture;
 - (xii) all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 9.2 of the Debenture provided that the Bank may without prejudice to the charge permit the Company to make withdrawals from time to time.
- 3 By way of assignment by way of security all rights title and interest of the Company under any existing and future building contract, appointments of any architect, quantity surveyor, structural engineer, mechanical and electrical engineer and any other consultant whose services are required in respect of the demolition, refurbishment, extension or development of the property known as 6, 7 and 8 Tokenhouse Yard, London EC2 ("**Tokenhouse Yard**"), any existing and future warranty agreements in favour of the Company which relate to such works and any other existing and future agreement relating to the acquisition, construction, management, design, letting, servicing, marketing, development, operation and use of the whole or any part of Tokenhouse Yard and the benefit of any guarantee or security for the performance of any such agreements or other documents provided that if any such agreement, guarantee, security or other document is expressed to be non-assignable then the Company charged to the Bank by way of fixed charge its right title and interest in and the benefit of it.
- 4 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

Please do not
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Please complete
legibly, preferably
in black type, or
bold block lettering

(continued on Continuation Sheet)

Nil

For The Royal Bank of Scotland plc

Signed

Taylor Wessing

Date 01-12-05

On behalf of chargee

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

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 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, DX: 33050 Cardiff

Notes

- 1 The Debenture contains covenants by the Company with the Bank:-
- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on the Property.
 - (b) Not without the previous written consent of the Bank (not to be unreasonably withheld or delayed) to dispose of the Property charged by paragraph 2 and 3 inclusive.
 - (c) Not without the previous written consent of the Bank to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like.
 - (d) Not without the previous written consent of the Bank to dispose of the Property charged by paragraph 4 other than in the ordinary course of business.
 - (e) Not without the previous written consent of the Bank (not to be unreasonably withheld or delayed) to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.

Definitions:

Expenses: means all expenses (on a full indemnity basis) properly and reasonably incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Interest: means interest at the rate(s) charged to the Company by the Bank from time to time

Registered Land: means Tokenhouse Yard

Property: means the whole and any part of the undertaking property and assets of the Company charged by paragraph 1

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04236213

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th NOVEMBER 2005 AND CREATED BY TOKENHOUSE YARD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL 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 2nd DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2005.

PJL



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES