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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

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

CHFP025

To the Registrar of Companies

For official use

Company Number

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

*Insert full name of
company

Name of company

Book Nominees One Limited (the "Chargor")

04152865 in England & Wales

4969558 (from deed)

Date of creation of the charge

28 November 2003

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

Deed of Debenture dated 28 November 2003 made between the Chargor and the Bank (the
"Debenture")

Amount secured by the mortgage or charge

"Secured Liabilities" means all present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally or in any other capacity whatsoever of:

(a) each Trustee to the Bank; and/or

(b) each Borrower to the Bank pursuant to the Facility Agreement

except for any obligation which, if it were so included, would result in a contravention of section 151 of
the Companies Act 1985. (the "Secured Liabilities")

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

Anglo Irish Bank Corporation plc, Stephen Court 18/21 St Stephens Green Dublin 2 Ireland and its
successors, transferees and assigns (the "Bank")

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

Addleshaw Goddard
150 Aldersgate Street
London EC1A 4EJ

Ref : PETEE/PORTL/307031.7792

4-125005 v1

For official use

Mortgage Section

Post room

Time critical reference



Short particulars of all the property mortgaged or charged

1. SECURITY

- 1.1 The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 2 of this Form 395 charged in favour of the Bank by way of a first legal mortgage all the property (if any) specified in Schedule 1; and
- 1.2 Likewise, as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 2 of this Form 395 the Chargor charged in favour of the Bank by way of a first fixed charge:
- (a) (to the extent that they are not within paragraph 1.1 of this Form 395) all interests in any freehold or leasehold property at the date of the Debenture or thereafter belonging to it;
 - (b) all rights and benefit under any agreement relating to the acquisition of the Mortgaged Property by or for the Chargor and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents

Particulars as to commission allowance or discount (note 3)

N/A

Signed Adelle New Coddard Date 17/12/03

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

at the date of the Debenture or thereafter in existence in relation to the Mortgaged Property;

- (c) all plant and machinery belonging to the Chargor and its interest in any plant or machinery in its possession and in all Fixtures;
- (d) all benefits, claims and returns of premiums in respect of the Insurances;
- (e) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
- (f) all moneys standing to the credit of the Rent Account (including any Security Account and notwithstanding that the existence of such an account may be in breach of the Debenture) with any person and the debts represented by them;
- (g) its goodwill and its uncalled capital;
- (h) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Chargor;
- (i) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by the Chargor in relation to anything in sub-paragraph 1.2(h);
- (j) its rights under any hedging arrangements;
- (k) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (l) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the business of the Chargor or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (m) the benefit, to the extent vested in the Chargor, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to the Chargor against such persons;
- (n) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights; and
- (o) all shares, bonds and other securities owned by, or vested in, the Chargor.

1.3 Assignment

The Chargor, in the manner specified in paragraph 2 of this Form 395 assigned to the Bank by way of security for the payment and performance of the Secured Liabilities:

- (a) all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease;
- (b) all its rights (if any) under any insurance relating to the Mortgaged Property which the seller of that Mortgaged Property assigned to the Chargor in the sale and purchase agreement for that Mortgaged Property or to which the Chargor is otherwise entitled.

2. TITLE GUARANTEE

- 2.1 Every disposition effected by the Debenture is made with full title guarantee.

- 2.2 The other terms of the Debenture do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

3. FLOATING CHARGE

- 3.1 The Chargor, in the manner specified in paragraph 2 of this Form 395 as security for the payment of the Secured Liabilities charged in favour of the Bank by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Paragraphs 1 and 2 of this Form 395.

3.2 Conversion

The Bank may by notice to the Chargor convert the floating charge created by the Debenture into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if:

- (a) the Bank has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise; or
- (b) an Event of Default is outstanding
- (c) The Bank becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Bank, be likely to lead to the making of an application to appoint an administrator in relation to the Chargor (or lead to the presentation of a petition to appoint, or that such an administrator has been appointed) or to wind up the Chargor (or that such a petition has been presented); or that steps have been taken to appoint an administrator out of court.

3.3 Automatic Conversion

The floating charge created by the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Chargor (other than in respect of assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of automatic conversion) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not wind the Chargor up).

4. NEGATIVE PLEDGE

The Chargor undertook not to create or permit to subsist any Encumbrance of whatsoever nature on any Security Asset other than as created by the Debenture and the Legal Charge.

5. DISPOSALS

- 5.1 The Chargor undertook not to, save without the Bank's prior written consent, either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer, lease or otherwise dispose of all or any part of its assets.
- 5.2 The Bank consented to the disposal of the Mortgaged Property in an arm's length transaction at a fair open market price provided that the Sales Proceeds are applied in repayment of the Secured Liabilities.

DEFINITIONS

In this Form 395 the following words have the following meanings:

"Borrowers" means the partners from time to time of The Book Partnership (established in Ireland) in their capacity as partners or any other person who shall become a partner in The Book Partnership and a **"Borrower"** means each of them individually and shall include his respective personal representatives.

"Encumbrance" means any form of mortgage, charge, pledge, lien, assignment, hypothecation, right of set off or other security interest or any agreement or arrangement having the effect of creating any such.

"Event of Default" shall have the meaning given by the Facility Agreement.

"Facility Agreement" means the Facility Agreement dated 27 November 2003 between the Bank (1) and the Borrowers (2) and any variations of, supplements to or replacements of the same from time to time.

"Fixtures" means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property.

"Insurances" means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest).

"Kensington High Street" means the leasehold land and buildings known as 191, 193 and 195 Kensington High Street Kensington London W8

"Legal Charge" means a legal charge of 28 November 2003 made between the Trustees (1) the Borrowers (2) and the Bank (3) relating to the Kensington High Street Property

"Mortgaged Property" means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture.

"Occupational Lease" means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property may be subject from time to time including the arrangements specified in Schedule 2 and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits the lease subject to which it holds the Mortgaged Property.

"Premises" means any building or other edifice on the Mortgaged Property or other Security Asset.

"Rent Account" means the Security Account established and maintained in the name of the Chargor at the Bank for the purposes of paying in and/or receiving Rental Income.

"Rental Income" means at any time:

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all agreements for, or actual, licences or leases to which the Chargor's interest in the Mortgaged Property is in reversion (whether mediate or immediate) and to which the Chargor is entitled, and
- (b) all other monies derived by the Chargor from any third parties relating to the use and/or occupation of the Mortgaged Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums properly realised from any deposit held as security for the performance of tenants' obligations)

but excluding in any case, any sum by way of service charge, value added tax, insurance payments.

"Sales Proceeds" means any and all sums (other than Rental Income) payable to the Chargor, whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of any interest in, the Mortgaged Property or any part of it, and including

- (a) any other sums of a capital nature derived from the Mortgaged Property or any dealing with it and
- (b) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting the Mortgaged Property or any part of it, in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation.

"Security Account" means any account established or maintained in the name of the Chargor.

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

"Trustees" means the Chargor and Book Nominees Two Limited (Co. No.04969755 in England and Wales) as trustees for, and any additional or replacement trustees for, and on behalf of the Borrowers and **"Trustee"** shall be construed accordingly.

"the Book Partnership" means the partnership constituted by a partnership agreement dated on or about the date of the Debenture and made between the Borrowers and as the same may be further varied from time to time.

Schedule 1
Mortgaged Property

None at the date of the Debenture.

Schedule 2

None at the date of the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04969558

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th NOVEMBER 2003 AND CREATED BY BOOK NOMINEES ONE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH TRUSTEE AND/OR EACH BORROWER TO ANGLO IRISH BANK CORPORATION 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 17th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th DECEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —