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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 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

13

05302896

Name of company

* Terrace Hill (Wilton Road) Nominee No.2 Limited (the "Chargor")

Date of creation of the charge

9 January 2009

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

A debenture dated 9 January 2009 made between Terrace Hill (Wilton Road) No.1 Limited (1); Westgate Victoria Limited (2); Terrace Hill (Wilton Road) Nominee No.1 Limited (3); the Chargor (4); and the Security Agent (5) (the "Debenture")

Amount secured by the mortgage or charge

Please see Rider 1

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

Alliance & Leicester PLC of 298 Deansgate, Manchester (the "Security Agent")

Postcode M3 4HH

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

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

ROEV 0X9807.00042 22647821

For offic
Mortgage



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PMO

14/01/2009

53

COMPANIES HOUSE

LC421619

LD3

14/01/2009

256

COMPANIES HOUSE

Please return via
CH London Counter

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395

Short particulars of all the property mortgaged or charged

Please see Rider 2

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed GMS Cameron McKenna LLP Date 13/01/2009

On behalf of ~~XXXXXX~~ [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 £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.

Form M395

Company Name: Terrace Hill (Wilton Road) Nominee No. 2 Limited.

Company Number: 05302896

Amount secured by the mortgage or charge

Rider 1

All present and future indebtedness, moneys, obligations and liabilities of the Chargor to the Finance Parties under the Finance Documents (including the Debenture), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (*Interest*) of the Debenture (**"Secured Liabilities"**).

Form M395

Company Name: Terrace Hill (Wilton Road) Nominee No. 2 Limited.

Company Number: 05302896

Short Particulars of all the property mortgaged or charged

Rider 2

1. Fixed Security

Charges

- 1.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (*Real Property*) of this form 395).
- 1.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future:
- 1.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under clause 1.1 of this form 395 above);
 - 1.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - 1.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - 1.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
 - 1.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership and possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - 1.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
 - 1.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;

- 1.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Agent or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)) but excluding the HSBC Account;
- 1.2.9 all Securities and their Related Rights;
- 1.2.10 all of its goodwill and uncalled capital;
- 1.2.11 all Intellectual Property;
- 1.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 1.2.13 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
 - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Hedge Counterparty or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

2. Floating Charge

Creation of Floating Charge

- 2.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of a first floating charge all of the Chargor's undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to clause 1 (*Fixed Security*) of this form 395 above.

Qualifying Floating Charge

- 2.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 2.1 (*Creation of Floating Charge*) of this form 395 above.

NOTES

A. The Debenture contains the following covenants:

1. *Negative Pledge*

The Chargor shall not create or permit to subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in Clause 24.20 of the Facility Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under the Facility Agreement.

2. *Restriction on Disposals*

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by the Chargor at the date of the Debenture) of any Charged Property which is subject only to the floating charge created by Clause 2.1 (*Creation of Floating Charge*) of this form 395 above or as expressly permitted under the Facility Agreement.

B. Definitions

In this form 395 the following expressions shall have the following meanings:

“Authorisation”: means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration and **“Authorisations”** shall be construed accordingly;

“Charged Property”: means all of the assets of the Chargor which from time to time are, or are expressed to be, the subject of the Transaction Security;

“Delegate”: means any person appointed by the Security Agent or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) of the Debenture and any person appointed as attorney of the Security Agent and/or any Receiver or Delegate;

“Expenses”: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Agent or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of the Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis;

“Facility Agreement”: means the facility agreement dated 9 January 2009 made between (1) Terrace Hill (Wilton Road) No.1 Limited; (2) Westgate Victoria Limited; (3) Terrace Hill (Wilton Road) Nominee No. 1 Limited; (4) the Chargor (as obligors); and (5) Alliance & Leicester plc as Lender, Hedge Counterparty and Security Agent;

“Finance Documents”: has the meaning given to it in the Facility Agreement and **“Finance Document”** shall be construed accordingly;

“Finance Party”: means each of the Security Agent, the Hedge Counterparty and the Lender and **“Finance Parties”** shall be construed accordingly;

“Hedge Counterparty”: means Alliance & Leicester plc;

“HSBC Account”: means the account maintained by Westgate Victoria Limited with HSBC Bank plc, sort code 40-05-50, account number 7141 3864;

“Insurances”: means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy;

“Intellectual Property”: means:

- (a) all patents, trademarks, service marks, designs, design rights, business names, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated.

“Lender”: means Alliance & Leicester plc;

“Mortgaged Property”: means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it;

“Premises”: means all buildings and erections from time to time situated on or forming part of any Mortgaged Property;

“Receiver”: means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property;

“Related Rights”: means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise;

“Securities”: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 2 (*Securities*) to this form 395, together with all property and rights of the Chargor in respect of any account held by or for the Chargor as participant, or as beneficiary of a nominee or trustee participant, with any

clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere;

“Security”: means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

“Security Documents”: has the meaning given to it in the Facility Agreement and **“Security Document”** shall be construed accordingly;

“Specified Contracts”: means each of the contracts specified in Schedule 3 (*Specified Contracts*) to this form 395;

“Transaction Security”: means the Security in favour of the Security Agent created or evidenced or expressed to be created or evidenced by or pursuant to the Security Documents;

Schedule 1

Real Property

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

Premises at:	Registered at HM Land Registry under Title No:
129 Wilton Road, Victoria, London SW1V 1JZ	LN111872 and LN111873

Schedule 3

Specified Contracts

None as at the date of the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5302896
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 JANUARY
2009 AND CREATED BY TERRACE HILL (WILTON ROAD)
NOMINEE NO.2 LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO 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
14 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JANUARY
2009

MHPD



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES