



155(6)a

Pursuant to section 155(6) of the Companies Act 1985

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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05481678

Name of company

* One Vincent Square Limited

~~1/1/06~~ Bhanu Choudhrie of 51 Chester Square, London SW1W 9EA

[the sole director] ~~XXXXXX~~ † of the above company do solemnly and sincerely declare that

The business of the company is

[illegible]

~~XX~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] XXXXXXXXXXXXXXXXXXXXXXXXXX

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition] †

The number and class of the shares acquired or to be acquired is 100 ordinary shares of £1 each

For official Use
General Section

WEDNESDAY



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AMTIEZBV

30/04/2008

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COMPANIES HOUSE

The assistance is to be given to (note 2) SW1 Properties Limited
(a company incorporated in England and Wales with company number 04290084 whose registered address is at 1
Lumley Street, Mayfair, London W1K 6TT (the "Purchaser")

Please do not
write in this
margin

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

The assistance will take the form of

See Appendix 1 attached

The person who [has acquired] ~~100,000,000~~ † the shares is

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are

See Appendix 2 attached

The amount of cash to be transferred to the person assisted is £ See Appendix 3 attached

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 weeks of the date hereof

- * delete either (a) or (b) as appropriate

~~NOT~~ have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

- (a) [REDACTED] have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)
- (b) [REDACTED]
[REDACTED]
[REDACTED] (note 3)

And I/~~we~~^{XX} make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at



DLA PIPER UK LLP
3 NOBLE STREET
LONDON EC2V 7EE
TEL 08700 111 111
FAX 020 7796 6666
DX 33866 FINSBURY SQUARE

Declarants to sign below

on

Day	Month	Year
15	04	2008

Bhagur Choudhri.

before me L Jones of Speechly Beaumont LLP

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths~~ (LOUISE JONES)

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
 - 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
 - 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
 - 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
 - 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ
- or, for companies registered in Scotland -
- The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

ONE VINCENT SQUARE LIMITED

(the "Company")

Company Number 05481678

Appendix 1 to Form 155(6)(a)

All terms defined in this Appendix 1 will have the same meaning in each other Appendix to the attached Statutory Declaration unless otherwise stated

Particulars of Form of Assistance

The assistance will result in the discharge of the liabilities of SW1 Properties Limited to HSBC Private Bank (UK) Limited ("**HSBC**") and will take the form of

- 1 the entry into the following documents
 - (a) A legal charge to be made between the Company (1) and Bank of Scotland plc (2) (the "**Legal Charge**")
 - (b) A debenture to be made between the Company (1) and Bank of Scotland plc (2) (the "**Debenture**")
 - (c) A charge over cash deposit to be made between the Company (1) and Bank of Scotland plc (2) (the "**Deposit Charge**")
 - (d) An Intercreditor deed to be made between SW1 Properties Limited (1) and Bank of Scotland plc (2) and the Company (3) (the "**Intercreditor Deed**")
- 2 The payment of £10,000,000 to SW1 Properties Limited by the Company
- 3 The Company will arrange for the discharge of existing security provided to HSBC and will execute such documentation as may be required to discharge such security
- 4 The obligations, undertakings and liabilities incurred by the Company in executing the documents listed in paragraphs (a) – (d) of this annexure are given to secure or otherwise assist the Purchaser in connection with the obligations, undertakings and liabilities which it will incur for the purpose of the discharge of the liabilities incurred by SW1 Properties Limited in respect of that company's acquisition in July 2006 of the entire issued share capital of the Company
- 5 References to a document or agreement are to that document, or agreement as amended, supplemented or restated from time to time, even if changes are made to the nature or amount of any facilities made available under such document or agreement. Reference to a person include those persons, assignees, transferees or successors in title



ONE VINCENT SQUARE LIMITED

Company Number 05481678

Appendix 2 to Form 155(6)(a)

All terms defined in this Appendix 2 will have the same meaning in each other Appendix to the attached Statutory Declaration unless otherwise stated

Particulars of Principle Terms on which assistance will be given

The principle terms on which the assistance will be given are

1 Under the terms of the Legal Charge, the Company

1 1 assigns and transfers to the Bank as continuing security for the payment and discharge of the Debt defined below (the "**Mortgage Debt**") (and each and every part of it),

- (a) the property known as One Vincent Square, London, SW1 with title number CN1 194615 (the "**Property**") together with all present and future buildings and and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
- (b) any goodwill relating to the Property or any business or undertaking conducted at the Property,
- (c) all plant and machinery and other items attached to and forming part of the Property on or at any time after the date of the Legal Charge,
- (d) all rental and any other money payable under any lease, licence or other interest created in respect of the Property together with any rights attached thereto,
- (e) any other payments whether in respect of the Property for example, payments from any insurance policy or any compensation money, and
- (f) (by way of floating charge) all unattached plant and machinery, chattels and goods used in connection with the Property or the business or undertaking conducted at the Property at the date of or after the date of the Legal Charge

2 Under the terms of the Debenture, the Company with full title guarantee and as security for the payment and discharge of the Debt defined below (the "**Debenture Debt**"), charges

2 1 by way of legal mortgage all estates or interests in any of its freehold and leasehold property together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,

2 2 by way of fixed charge

2 2 1 all estates or interests in any freehold or leasehold property belonging to it now or at any time after the date of the Debenture together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,



- 2 2 2 all its present and future interests in or over land or the proceeds of sale of it and all its present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,
- 2 2 3 all present and future plant and machinery not otherwise charged under Clause 2 of the Debenture and all its other present and future chattels (excluding any for the time being forming part of its stock in trade or work in progress),
- 2 2 4 all present and future stocks, shares and other securities owned (at law or in equity) by it and all rights and interests accruing or offered at any time in relation to them,
- 2 2 5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by it or insuring to its benefit and the benefit of all rights and claims to which it is now or may be entitled under any contracts,
- 2 2 6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by it or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by it or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,
- 2 2 7 all its goodwill and uncalled capital for the time being,
- 2 2 8 all its present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all its present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2 1 2 5),
- 2 2 9 all its present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 2 3 by way of floating charge all the Assets not otherwise effectively mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any of its immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2 1 2 of the Debenture)
- 3 Under the terms of the Deposit Charge, the Company will grant a fixed charge to the Bank over any monies standing to the account of the Company including certain retention funds which will, when released (subject to the conditions in the loan document) be repaid to SW1 Properties Limited
- 4 Under the terms of the Intercreditor Deed, the Company will agree not to discharge its existing or future liabilities to SW1 Properties Limited (subject to any payments permitted under the terms of the Company's loan agreement with the Bank)



5 The payment of £10,000,000 to SW1 Properties Limited by the Company

B

ONE VINCENT SQUARE LIMITED

Company Number 05481678

Appendix 3 to Form 155(6)(a)

The amount of cash being transferred to the assisted person is £10,000,000 comprising £6,644,613 60 to repay indebtedness incurred for the purpose of the acquisition of the shares in the Company with the remainder in settlement of certain intercompany financial indebtedness



SLAVEN JEFFCOTE LLP
CHARTERED CERTIFIED ACCOUNTANTS & REGISTERED AUDITOR

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TEL +44 (0)20 7399 3100 / 7408 0590 • FAX +44 (0)20 7408 2435
E-MAIL sj@jeffcote.co.uk

The Directors
One Vincent Square Limited
1 Lumley Street
Mayfair
London
W1k 6TT

Company Number No 5481678

Dated 15 April 2008

Dear Sirs

One Vincent Square Limited ('Company')

We are the auditors of the Company and make the following report pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of the Company in connection with the proposed re financing of the Company

We have enquired into the state of affairs of the Company in order to review the bases for the statutory declaration

We are not aware of anything to indicate that the opinion expressed by the directors in the attached statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances

Yours faithfully



Slaven Jeffcote LLP
Chartered Certified Accountants