

# MG01

## Particulars of a mortgage or charge



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### A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
use form MG01s

FRIDAY



L11 "LCREGOEM" 31/12/2010 138  
COMPANIES HOUSE

### 1 Company details

Company number 0 1 8 1 9 6 9 9

Company name in full Derwent London PLC (the "Company")

16 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation d2 d4 m1 m2 y2 y0 y1 y0

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Charge over hedge documents and intra-group loans dated 24 December 2010  
granted by Derwent London PLC in favour of Eurohypo AG, London Branch  
(the "Derwent London Charge")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities  
(whether actual or contingent, whether owed  
jointly, severally or in any other capacity  
whatsoever and whether originally incurred by the  
Borrower or by some other person) of the Borrower  
to the Agent under each of the Finance Documents  
(the "Secured Obligations")

Please see the attached MG01 continuation page in  
Section 4 of this form for details of definitions  
used in this form

**Continuation page**  
Please use a continuation page if  
you need to enter more details

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

|          |  |  |  |
|----------|--|--|--|
|          | Please give the name and address of the mortgagee(s) or person(s) entitled to the charge |  | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Name     | Eurohypo AG, London Branch   |  |  |
| Address  | 90 Long Acre   |  |  |
|          | London   |  |  |
| Postcode | W C 2 E 9 R A  |  |  |
| Name     |  |  |  |
| Address  |  |  |  |
| Postcode |  |  |  |

**6 Short particulars of all the property mortgaged or charged**

|                   |  |  |  |
|-------------------|--|--|--|
|                   | Please give the short particulars of the property mortgaged or charged |  | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Short particulars |  |  |  |

**1 FIXED SECURITY**

**1.1 Assignment by way of Security**

The Company assigned and agreed to assign absolutely with full title guarantee to the Agent and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in, to and under the Assigned Property.

**1.2 Fixed charges**

The Company charged with full title guarantee in favour of the Agent (to the extent not validly and effectively assigned pursuant to Clause 1.1 (Assignment by way of Security) above) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Assigned Property

**2 RESTRICTION ON DEALINGS**

Except as permitted by the Facility Agreement or where agreed in writing by the Agent, the Company will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

**3 FURTHER ASSURANCE**

The Derwent London Charge contains covenants for further assurance

Please see attached MG01 continuation page in Section 4 of this form for details of the definitions used in this form

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance  
or discount

None

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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### Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge

### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Tess Trepak

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

Post town

County/Region London

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000

### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

### Important information

**Please note that all information on this form will appear on the public record.**

### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge**

Make cheques or postal orders payable to 'Companies House'

### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

|                |  |  |
|----------------|--|--|
| 4              | Amount secured   |  |
| Amount secured | <p>Please give us details of the amount secured by the mortgage or charge</p> <p><b>Definitions</b></p> <p><b>"Accession Letter"</b> means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Letter</i>) of the Facility Agreement</p> <p><b>"Acquired Property"</b> means any freehold and leasehold property acquired by a Property Owner in accordance with Clause 23.5 (<i>Acquisition of Properties</i>) of the Facility Agreement or owned by a Property Owner at the time that it accedes to the Facility Agreement as an Additional Guarantor</p> <p><b>"Additional Guarantor"</b> means a company which becomes an "Additional Guarantor" in accordance with the terms of Clause 27.2 (<i>Additional Guarantor</i>) of the Facility Agreement</p> <p><b>"Affiliate"</b> means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p><b>"Agent"</b> means Eurohypo AG, London Branch</p> <p><b>"Arranger"</b> means Eurohypo AG, London Branch, as mandated arranger of the Facility</p> <p><b>"Assigned Property"</b> means.</p> <p>(a) the Hedge Documents and all Related Rights, and</p> <p>(b) the Intra-Group Loans and all Related Rights</p> <p><b>"Assignment Agreement"</b> means an agreement substantially in the form set out in Schedule 7 (<i>Form of Assignment Agreement</i>) of the Facility Agreement or any other form agreed between the relevant assignor and assignee</p> <p><b>"Borrower"</b> means the Company</p> <p><b>"Central Cross"</b> means the Property known as Central Cross, 18-30 Tottenham Court Road and 1-2 Stephen Street, London, W1 and registered at the Land Registry under title number NGL355996</p> <p><b>"Charged Assets"</b> means each of the assets and undertaking of the Company which from time to time are the subject of any Security created or expressed to be created by it in favour of the Agent by or pursuant to the Derwent London Charge</p> <p><b>"Charge over Subordinated Loans"</b> means an English law assignment and charge over the Borrower's rights under any loan which is subordinated pursuant to the terms of the Subordination Agreement</p> <p><b>"Counterparty"</b> means Eurohypo AG, London Branch, as counterparty to the Hedge Documents.</p> <p><b>"Debenture"</b> means each of the fixed and floating charge debentures entered or to be entered into by the Property Owners in favour of the Agent</p> <p><b>"Facility"</b> means the Term Loan Facility or the Revolving Loan Facility</p> |  |

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## Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

**"Facility Agreement"** means the £90,000,000 term and revolving facility agreement dated 13 December 2010 between, amongst others, the Borrower, the Original Guarantors, the Lender, the Counterparty, the Arranger and the Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

**"Fee Letter"** means any letter or letters between the Arranger, the Agent, the Obligors' Agent and the Borrower setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement.

**"Finance Document"** means:

- (a) the Facility Agreement;
- (b) the Security Documents,
- (c) the Subordination Agreement,
- (d) each Transfer Certificate,
- (e) each Assignment Agreement,
- (f) each Fee Letter;
- (g) each Hedge Document;
- (h) each Utilisation Request,
- (i) each Accession Letter, and
- (j) any document designated as such by the Agent and the Obligors' Agent

**"Guarantor"** means each of the Original Guarantors and any company which at any time becomes a New Guarantor in accordance with Clause 10.2 (New Junior Parties) of the Facility Agreement.

**"Hedge Charge"** means an English law assignment and charge over the Borrower's rights under the Hedge Documents

**"Hedge Document"** means each of the documents entered into between the Borrower and the Counterparty evidencing or relating to any interest swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same entered into in connection with protection against or benefit from fluctuation in interest rates in relation to the Facilities

**"Henry Wood House"** means the property known as Henry Wood House, 37 Langham Place and 75-77 Great Portland Street, London, W1 and registered at the Land Registry under the title number LN236964

**"Holding Company"** means, in relation to a person, any other person in respect of which it is a Subsidiary

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## Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

**"Initial Property"** means each of Henry Wood House and Central Cross

**"Intra-Group Loans"** means the Junior Liabilities (as defined in the Subordination Agreement)

**"Junior Creditor"** means each of the Original Junior Creditors and any company which at any time becomes a New Junior Creditor in accordance with Clause 10 2 (*New Junior Parties*) of the Subordination Agreement

**"Junior Liabilities"** means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Guarantors or by some other person) of each Guarantor to the Junior Creditors (or any of them).

**"Junior Party"** means each of the Guarantors and the Junior Creditors

**"Legal Charge"** means each legal charge entered or to be entered into by a Property Owner in favour of the Agent which is supplemental to the Debenture to which that Property Owner is a party

**"Lender"** means

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 26 (*Changes to the Finance Parties*) of the Facility Agreement,

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

**"New Guarantor"** means an Additional Guarantor (as defined in the Facility Agreement) which at any time becomes a Guarantor under the Subordination Agreement in accordance with Clause 10 2 (*New Junior Parties*) of the Subordination Agreement

**"New Junior Creditor"** means an Affiliate of a Junior Party which at any time becomes a Junior Creditor in accordance with Clause 10 2 (*New Junior Parties*) of the Subordination Agreement

**"Obligor"** means the Borrower and each Property Owner

**"Obligors' Agent"** means the Borrower appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2 4 (*Obligors' Agent*) of the Facility Agreement.

**"Original Guarantors"** means each of:

- (a) Derwent Henry Wood Limited (registered in England and Wales with number 07412653); and
- (b) Derwent Central Cross Limited (registered in England and Wales with number 7320070)

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## Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

**"Original Junior Creditor"** means the Company.

**"Original Lender"** means Eurohypo AG, London Branch

**"Party"** means a party to the Facility Agreement

**"Property"** means each of

- (a) the Initial Properties,
- (b) the properties defined as the Mortgaged Property in each Debenture and each Legal Charge;
- (c) any Acquired Property; and
- (d) any other present or future freehold and leasehold property and any other interest in land or buildings and all rights relating thereto, in each case howsoever described in which a Property Owner has an interest from time to time,

but any such property shall cease to be included in this definition if an Obligor has disposed of that property in accordance with Clause 23.4 (Disposals) of the Facility Agreement, and that property has been released from the Transaction Security

**"Property Owner"** means each of Derwent Central Cross Limited (registered in England and Wales with number 7320070) and Derwent Henry Wood Limited (registered in England and Wales number 07412653) and any other company which accedes to the Facility Agreement as an Additional Guarantor which owns a Property

**"Related Rights"** means, in relation to the Hedge Documents and the Intra-Group Loans

- (a) the proceeds of sale of any part of such asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of such asset,
- (c) all rights, powers, benefits, claims, orders, judgments, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of such asset, and
- (d) any moneys and proceeds paid or payable in respect of such asset

**"Revolving Loan Facility"** means the up to £20,000,000 revolving loan facility made available under the Facility Agreement as described in Clause 2.2 (Revolving Loan Facility) of the Facility Agreement

**"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"** means each



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## Particulars of a mortgage or charge

|  |  |  |
|--|--|--|
| <div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px;">4</div> | <b>Amount secured</b><br>Please give us details of the amount secured by the mortgage or charge  |  |
| Amount secured   | <p>(a) Debenture,</p> <p>(b) Legal Charge;</p> <p>(c) Shares Charge,</p> <p>(d) Hedge Charge,</p> <p>(e) Charge over Subordinated Loans,</p> <p>and any other document entered into by any Obligor or any other person creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations</p> <p><b>"Security Period"</b> means the period beginning on the date of the Derwent London Charge and ending on the date on which the Agent is satisfied that the Secured Obligations have irrevocably been discharged in full and the Agent is under no further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any of the Finance Documents</p> <p><b>"Shares Charge"</b> means any charge over shares entered or to be entered into by the Borrower in favour of the Agent.</p> <p><b>"Subordination Agreement"</b> means the subordination agreement entered or to be entered into by the Property Owners as debtors and the Borrower as creditor</p> <p><b>"Subsidiary"</b> means a subsidiary within the meaning of sections 1159-1162 of the Companies Act 2006 (whether or not such company is incorporated in England and Wales)</p> <p><b>"Term Loan Facility"</b> means the £70,000,000 term loan facility made available under the Facility Agreement as described in Clause 2.1 (<i>Term Loan Facility</i>) of the Facility Agreement.</p> <p><b>"Transaction Security"</b> means the Security created or expressed to be created in favour of the Agent pursuant to the Security Documents</p> <p><b>"Transfer Certificate"</b> means a certificate substantially in the form set out in Schedule 5 (<i>Form of Transfer Certificate</i>) of the Facility Agreement or any other form agreed between the Agent and the Obligors' Agent</p> <p><b>"Utilisation Request"</b> means a notice substantially in the form set out in Schedule 3 (<i>Utilisation Request</i>) of the Facility Agreement</p> |  |

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Particulars of a mortgage or charge

|                |  |  |
|----------------|--|--|
| 4              | <b>Amount secured</b>  |  |
|                | Please give us details of the amount secured by the mortgage or charge |  |
| Amount secured |  |  |



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 1819699  
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER HEDGE  
DOCUMENTS AND INTRA-GROUP LOANS DATED 24  
DECEMBER 2010 AND CREATED BY DERWENT LONDON PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO EUROHYPO AG LONDON BRANCH ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 31 DECEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JANUARY 2011

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES