

# M

COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHWP000

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

4

2558329

Name of company

TWI Technology Limited

Date of creation of the charge

17 December 2008

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

Share Charge (the "**Charge**").

Amount secured by the mortgage or charge

All monies and liabilities for the time being (whether on or at any time after demand) due, owing or incurred by the Partnership to the Lender under or in connection with the Facility Letter and so (without double-counting) interest shall accrue on any amount demanded under clause 2 of the Charge at the rate specified in and in accordance with clause 5.4 of the Facility Letter, provided that the maximum liability of the Company under the Charge shall not exceed the amount of such of its property and assets as are charged to the Lender pursuant to the Charge for the time being (the "**Secured Obligations**").

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

MEPC (1946) Limited  
12 St James's Square  
London

Postcode: SW1Y 4LB

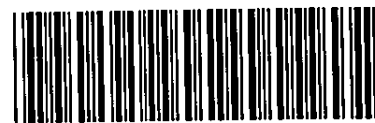
Presentor's name address and  
reference (if any):

Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London  
Tel: 020 7760 1000  
Ref: Legal.7609929.2/AREF/H1028.00055

For official Use (02/06)

Mortgage Ser

MONDAY



\*LD2L05VL\*

LD3

22/12/2008

310

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write  
in this margin

By way of first fixed charge all shares in the capital of the Trustee for the time being legally or beneficially owned by the Company (collectively, the "**Securities**"), together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, monies, property and other advantages offered at any time by way of bonus, capitalization, redemption rights or otherwise to the holder thereof or in respect thereof.

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

**NOTES:**

- 1 The Charge provides that, save as permitted under the Facility Letter or with the prior written consent of the Lender, the Company shall not at any time during the continuance of the security constituted by the Charge:
  - (a) create or attempt to create or permit to subsist any Security Interest or permit any other proprietary right or interest to arise on or over the Charged Assets or any part thereof or any interest therein; or

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed *Bermin Leighton Partner LLP* Date December 2008

\*delete as  
appropriate

On behalf of chargee<sup>†</sup>

**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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

**CHWP000**Please do not  
write in this  
binding margin**Particulars of a mortgage or charge  
(continued)**Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company Number

**2558329**Please complete  
legibly, preferably in  
black type, or bold  
block lettering

Name of Company

**TWI Technology Limited**

Short particulars of all the property mortgaged or charged (continued)

- (b) part with possession of, transfer, sell or otherwise dispose of the Charged Assets or any part thereof or any interest therein (or attempt to agree or so to do) whether by a single transaction or a series of transactions save that the covenant shall not apply to any disposal of any of the Securities made in accordance with the provisions of the Partnership Agreement as in force for the time being, provided that the proceeds of sale thereof are applied in the first instance to the reduction or discharge of the Secured Obligations.
- 2 The Charge provides that at all times during the continuance of the security constituted by the Charge, the Company shall not do or cause or permit to be done anything which may, in any way, jeopardise or adversely affect the security constituted by the Charge.
- 3 The Charge further provides that at all times during the continuance of the Security constituted by the Charge, the Company shall not, by the exercise of any voting rights or otherwise, permit or agree to any variation of the rights attaching to or conferred by any of the Securities without the prior written consent of the Lender, provided that the restriction contained in clause 4.3(d) of the Charge shall not apply to any such variation as is made in accordance with the Partnership Agreement.
- 4 The Charge provides that the Company shall at its own expense from time to time on request by the Lender, execute and deliver or otherwise create and perfect all such further legal or other assignments or transfers, mortgages, fixed or floating charges or other security interests, in each such case as the Lender shall stipulate over the Charged Assets or any of them for the purpose of more effectively securing the payment and discharge of the Secured Obligations or (at any time after the security constituted by the Charge has become enforceable) of enabling the Lender to vest any of the Securities in itself or its nominee(s).
- 5 The Charge contains or incorporates the following definitions:
- "Charged Assets"** means all such property and assets of the Company as are charged to the Lender pursuant to the Charge.
- "Company"** means TWI Technology Limited including its successors, transferees and assigns whether immediate or derivative.
- "Facility Letter"** means the facility letter dated 17 December 2008 from the Lender to the

Short particulars of all the property mortgaged or charged (continued)

Partnership.

"**Lender**" means MEPC (1946) Limited (company number 420757) including its successors, transferees and assigns whether immediate or derivative.

"**Partnership**" means the Granta Park Partnership formed pursuant to an agreement dated 14 November 1997 (the "**Partnership Agreement**") made between Icení Estates Limited (1) the Company (2) and Granta Park Limited (3).

"**Security Interest**" means any mortgage, pledge, lien, charge (whether fixed or floating), assignment by way of security, right of set-off, or any other encumbrance or preferential arrangement having an effect analogous to the creation of security.

"**Trustee**" means Granta Park Limited (company number 3455563).

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Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Company Number

2558329

Please complete  
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Name of Company

TWI Technology Limited

Short particulars of all the property mortgaged or charged (continued)

Please do not  
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**Please complete  
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Short particulars of all the property mortgaged or charged (continued)



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

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

COMPANY NO. 2558329  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 17  
DECEMBER 2008 AND CREATED BY TWI TECHNOLOGY  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE PARTNERSHIP TO MEPC (1946) LIMITED  
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 22 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER  
2008

DX  
NM



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES