

MG01

Particulars of a mortgage or charge



226736/13

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**
You cannot use this for
particulars of a charge on
a company. To do this, pl
form MG01s.

THURSDAY



A39 20/01/2011 39
COMPANIES HOUSE

1

Company details

Company number 0 3 6 5 1 6 7 1

Company name in full London Bridge Development Limited (the **Chargor**)

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 d0 d6 m0 m1 y2 y0 y1 y1

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 A Debenture (the **Charge**) dated 6 January 2011 between the Chargor and the
Security Trustee (as defined below).

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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 an
Obligor or by some other person) of each Obligor to
the Finance Parties (or any of them) under each of
the Finance Documents except for any obligation or
liability which, if it were included, would cause
that obligation or liability or any of the Security
in respect thereof, to be unlawful or prohibited by
any applicable law (the **Secured Obligations**)

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

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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

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

Name

The Royal Bank of Scotland plc (the **Security Trustee**)

Address

280 Bishopsgate

London

Postcode

E C 2 M 4 R B

Name

Address

Postcode

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see attached continuation sheets.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

1. FIXED SECURITY

1.1 Mortgage

The Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), as security for the payment and discharge of the Secured Obligations, by way of legal mortgage, the Mortgaged Property

1.2 Assignment by way of Security

The Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 2 1 (*Mortgage*) of the Charge 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 and to each of the following assets:

- (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property,
- (b) any Rental Income and Disposal Proceeds and all sums payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of any Real Property and the right to make demand for and receive the same,
- (c) each Insurance Policy and all proceeds paid or payable thereunder,
- (d) each LBD Construction Document and each Occupational Lease,
- (e) each LBD Infrastructure Collateral Warranty and all proceeds paid or payable thereunder, and
- (f) the General Account.

1.3 Fixed charges

The Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 2 1 (*Mortgage*) of the Charge or assigned pursuant to Clause 2 2 (*Assignment by way of Security*)) of the Charge, as security for the payment and discharge of the Secured Obligations, by way of fixed charge, all of its rights, title and interest from time to time in and to each of the following assets

- (a) the Real Property and all Related Rights,
- (b) each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby,
- (c) each Hedge Document and all proceeds paid or payable thereunder and each of its

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Short particulars

present and future interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights,

(d) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,

(e) patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,

(f) plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights,

(g) goodwill and rights and claims in relation to its uncalled share capital,

(h) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,

(i) Shares and Related Rights,

(j) stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor and all Related Rights, and

(k) each of the assets which are specified in Clause 2.2 (*Assignment by way of Security*) of the Charge

2. FLOATING CHARGE

2.1 Floating charge

(a) The Chargor with full title guarantee charges in favour of the Security Trustee (as trustee for the Finance Parties), as security for the payment and discharge of the Secured Obligations, by way of floating charge all present and future assets and undertaking of the Chargor

(b) The floating charge created by Clause 3.1.1 of the Charge shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Trustee (as trustee for the Finance Parties) as security for the Secured Obligations

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1.1 of the Charge

2.2 Conversion of floating charge to fixed Security

(a) The Security Trustee may at any time, while the Charge is enforceable in accordance

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with Clause 8 (*Enforcement of Security*) of the Charge, by written notice to the Chargor convert the floating charge constituted under Clause 3 1 (*Floating charge*) of the Charge with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice

- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 3 1 (*Floating charge*) of the Charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of an Administration Event

3. RESTRICTION ON DEALINGS

Except where agreed in writing by the Security Trustee, the Chargor 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

4. DEFINITIONS

In this form MG01

Administration Event means

- (a) the presentation of an application to the court for the making of an administration order in relation to the Chargor; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court

Borrower means London Bridge Holdings Limited (incorporated and registered in The Bahamas with registered number 88221B)

Charged Assets means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Trustee by or pursuant to the Charge and any Legal Charge

Disposal means the transfer, assignment or sale (including the grant of a lease at a premium) of

- (a) an Obligor's interest in all or part of any Property; or
- (b) the Shares in an Obligor which owns a Property

Disposal Proceeds has the meaning given to it in the Facility Agreement.

Facility Agreement means the investment facility agreement originally dated 28 February 2006 and made between, amongst others, the Borrower, the other Chargors as Guarantors, the Arranger, the Security Trustee, the Lenders and the Hedge Counterparties (each as defined in that agreement) as amended, restated, varied, novated, restated and/or supplemented from time to time including as amended on 27 April 2006, amended and restated on 21 November 2006,

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amended on 17 July 2007, amended on 18 May 2009 and amended and restated on 23 December 2010

Finance Document has the meaning given to it in the Facility Agreement

Finance Party has the meaning given to it in the Facility Agreement

General Account has the meaning given to it in the Facility Agreement

Hedge Document has the meaning given to it in the Facility Agreement

Insurance Policy means any policy of insurance or assurance in which an Obligor may at any time have an interest entered into in accordance with Clause 23.7 (*Insurance*) of the Facility Agreement

LBD Construction Documents means any document entered into by, or granted in favour of, the Chargor relating to the construction and/or design of 1ML, 2ML, 6ML or City Hall (and as defined in the Facility Agreement) including (without limitation) the rights of the Chargor under the various documents listed in Part A of Schedule 3 to the Charge.

LBD Infrastructure Collateral Warranties means any document entered into by, or in favour of, the Chargor relating to the construction and/or design of the infrastructure of certain Properties including (without limitation) the various documents listed in Part B of Schedule 3 to the Charge

Lease means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement for the grant of any of the foregoing.

Legal Charge means a mortgage or legal charge in respect of all or any part of the Real Property between the Chargor and the Security Trustee substantially in the form of Schedule 6 (*Form of Legal Charge*) to the Charge.

Mortgaged Property means the freehold and leasehold property specified in the Schedule to each Legal Charge and any freehold or leasehold property specified in Schedule 1 (*Mortgaged Property*) to the Charge.

Obligor means each of the Borrower and the Guarantors (as defined in the Facility Agreement)

Occupational Lease means any Lease to which an Obligor's interest in a Property may be subject from time to time.

Property has the meaning given to it in the Facility Agreement

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Real Property means (including as provided in Clause 1.7 (*Real Property*) of the Charge), the Mortgaged Property and any present or future freehold or leasehold property in which the Chargor has an interest

Related Rights means, in relation to any asset:

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

Rental Income has the meaning given to it in 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 entered into to create or confer security over any asset

Security Period means the period beginning on the date of the Charge and ending on the date on which the Security Trustee is satisfied that the Secured Obligations have irrevocably been discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Borrower or any other person under any of the Finance Documents

Share means any share listed in Schedule 2 (*Shares*) to the Charge.

VAT means value added tax as imposed by the Value Added Tax Act 1994 and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time

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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

Nil

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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 *Angela Jones* X

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

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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 EERB/0011398-0003733

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000

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 or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3651671
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 JANUARY
2011 AND CREATED BY LONDON BRIDGE DEVELOPMENT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES (OR
ANY OF THEM) 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
20 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JANUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES