

082866/130  
**MG01**

## Particulars of a mortgage or charge



### 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  
register particulars of a charge for a  
company. To do this, please  
use form MG01s

THURSDAY



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A18

22/12/2011

#90

COMPANIES HOUSE

For official use

**1**

### Company details

Company number

0 3 7 0 5 7 2 5

Company name in full

Development Securities (No 7) Limited (the "Chargor")



#### 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

d1 d6 m1 m2 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

Debenture made between the Chargor (1) and the Agent (2) (the  
"Debenture")

**4**

### Amount secured

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

Amount secured

All obligations of the Chargor owed or expressed to  
be owed to the Finance Parties under or in  
connection with the Finance Documents whether owed  
jointly or severally, as principal or surety or in  
any other capacity

(the "Secured Liabilities").

#### 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

#### Continuation page

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

Name Bank of Scotland plc in its capacity as agent and

Address security trustee for the Finance Parties

25 Gresham Street, London (the "Agent")

Postcode E C 2 V 7 H N

Name

Address

Postcode

### 6 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

#### 1 Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- (a) charged to the Agent as trustee for the Finance Parties by way of legal mortgage all Real Property owned by the Chargor at the date of the Debenture,
- (b) charged to the Agent as trustee for the Finance Parties by way of equitable mortgage any Real Property acquired by the Chargor after the date of the Debenture,
- (c) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in the Rental Income,
- (d) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in
  - (i) any present or future right to occupy any Real Property under licence,
  - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,
- (e) assigned to the Agent as trustee for the Finance Parties by way of equitable mortgage its rights and interest in
  - (i) any present or future Investment owned by the Chargor,
  - (ii) any Dividends in respect of any such Investments,

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- (f) charged to the Agent as trustee for the Finance Parties by way of fixed charge its rights and interest in
  - (i) any Plant and Equipment,
  - (ii) its present and future goodwill and uncalled capital,
  - (iii) any present or future Debts owing to the Chargor,
  - (iv) any money now or at any time after the date of the Debenture standing to the credit of any Designated Account,
  - (v) any present or future insurances in respect of any Charged Property and the proceeds of such insurances,
  - (vi) any present or future Intellectual Property, and
- (g) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in any agreements listed in schedule 3 of this Form MG01 and any guarantee or security for the performance of any such agreements

#### 2 Floating Security

##### 2 1 Floating charge

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Agent as trustee for the Finance Parties by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Agent by way of fixed security under clause 3 (Fixed Security) of the Debenture

##### 2 2 Conversion

Subject to clause 4 3 (Moratorium under Insolvency Act) of the Debenture, the Agent may at any time by written notice to the Chargor convert the floating charge created by clause 4 1 (Floating Charge) of the Debenture into a fixed charge as regards any assets specified in the notice if

- (a) an Event of Default has occurred, or
- (b) in the opinion of the Agent such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor, other than pursuant to a Permitted Disposal

##### 2 3 Moratorium under Insolvency Act

The Agent shall not be entitled to convert the floating charge created by clause 4 1 (Floating Charge) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s1A of and schedule A1 to the Insolvency Act

##### 2 4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4 1 (Floating Charge) of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 3 Negative Undertakings

##### 3 1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

##### 3 2 Disposals

The Chargor shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of

(a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Agent as security trustee for the Finance Parties under clause 3 (Fixed Security) of the Debenture with the exception of a Permitted Disposal,

(b) any of its other assets other than on arms length terms in the ordinary course of its trading and Permitted Disposals

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

#### Definitions

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with clause 26 2 (Additional Guarantor) of the Agreement,

**"Additional Share Chargor"** means any company not being an Obligor at the date of the Agreement which legally owns the entire issued share capital of an Additional Guarantor,

**"Agreement"** means a loan agreement dated on or around the date of the Debenture made between Development Securities (No 43) Limited as Borrower, the Original Guarantors listed in part 2 of schedule 1 to this Form MG01 (including the Chargor), the Original Lenders listed therein, Bank of Scotland plc as the Agent and Bank of Scotland plc as the Hedge Counterparty,

**"Bexleyheath Property"** means the property referred to more particularly in paragraph 1 of schedule 2 (The Original Properties) to this Form MG01,

**"Borrower"** means Development Securities (No 43) Limited, a company incorporated in England and Wales with registration number 06086002 whose registered office is at Portland House, Bressenden Place, London SW1E 5DS,

**"Charged Property"** means the assets mortgaged, charged or assigned by the Chargor under the Debenture,

**"Debts"** means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

**"Designated Account"** means any account which is opened by the Chargor with the Account Bank at the request of or with the consent of the Agent and nominated by the Agent as such for the purposes of this deed,

**"Dividends"** means all dividends, interest and other money payable in respect of the Investments,

**"Event of Default"** means any event or circumstance specified as such in clause 23 12 (Events of Default) of the Agreement,

**"Finance Party"** means each of the Agent, the Hedge Counterparty and the Lenders,

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

**"Furlong Property"** means the property referred to more particularly in paragraph 2 of schedule 2 (The Original Properties) to this Form MG01,

**"Guarantors"** means

(a) any Original Guarantor, or

(b) any Additional Guarantor,

**"Headlease"** means a lease under which a Guarantor holds title to any part of a Property,

**"Insolvency Act"** means the Insolvency Act 1986,

**"Intellectual Property"** means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

any of the foregoing,

"Interest Shortfall Guarantor" means Development Securities Plc, a company incorporated in England and Wales with registration number 1528784 whose registered office is at Portland House, Bressenden Place, London SW1E 5DS,

"Investment" means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends,

"Lease" includes any underlease, tenancy, letting, contractual licence, right to occupy, any document supplemental or collateral to any of them and any agreement to enter into any of them, in each case in relation to any Real Property (including each Property) or any part thereof and the expression tenant will be construed accordingly,

"LPA" means the Law of Property Act 1925,

"Obligor" means any of the Borrower, the Interest Shortfall Guarantor, any Guarantor and any Share Chargor,

"Original Property" means any of

- (a) the Bexleyheath Property,
- (b) the Furlong Property,
- (c) the Ringwood Property, and
- (d) the Thatcham Property,

"Original Guarantor" means any of the companies listed in schedule 1 part 2 (The Original Guarantors) to this Form MG01,

"Original Share Chargor" means any of the companies listed in schedule 1 part 3 (The Original Share Chargors) to this Form MG01,

"Permitted Security" means

- (a) the Security in favour of the Agent as security trustee for the Finance Parties,
- (b) any Security granted with the prior written consent of the Agent,
- (c) a lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days, and
- (d) the Security in favour of Bank of Scotland plc granted prior to the date of the Agreement,

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Property"** means

- (a) any Original Property, or
- (b) any Additional Property,

**"Real Property"** means

- (a) any freehold, leasehold or immovable property (including any Property),
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

**"Rental Income"** means, in respect of any Real Property (including each Property), all amounts now or at any time in the future payable to or for the benefit of the relevant Obligor in connection with the letting, use or occupation of all or any part of such Real Property including each of the following amounts

- (a) rent including any increase of rent or interim rent agreed by the relevant Obligor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease,
- (b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations,
- (c) any other money payable in respect of occupation and/or use of that Real Property or any fixture or fitting on that Real Property including any fixture for display or advertisement,
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the relevant Obligor in respect of that Real Property or any Lease in each case net of any costs, fees and expenses incurred but not reimbursed to the relevant Obligor in connection with such claim,
- (e) any sum paid or payable, or the value of any consideration given, for the grant, surrender or amendment of any Lease,
- (f) any sum paid or payable by or distribution received or receivable from any guarantor or other surety of any occupational tenant under any Lease,
- (g) any money payable under any policy of insurance in respect of loss of rent or interest on rent,
- (h) any contribution by a tenant of a Property to a sinking fund or to ground rent due under any Lease or Headlease,
- (i) any interest, damages, compensation or settlement payable in respect of any amount referred to above, and
- (j) any VAT chargeable on any of (a) to (i) above,

**"Ringwood Property"** means the property referred to more particularly in paragraph 3 of schedule 2 (The Original Properties) to this Form MG01,

**"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,

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

"Share Chargor" means

- (a) any Original Share Chargor, or
- (b) any Additional Share Chargor,

"Thatcham Property" means the property referred to more particularly in paragraph 4 of schedule 2 (The Original Properties) to this Form MG01,

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature



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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1				
Part 2 - The Original Guarantors				
Name	Jurisdiction of incorporation	Registration number	Registered office	Property owned
Development Securities (No 25) Limited	England and Wales	05155840	Portland House, Bressenden Place London SW1E 5DS	Bexleyheath Property (beneficial only)
Development Securities (No 7) Limited	England and Wales	03705725	Portland House Bressenden Place London SW1E 5DS	Bexleyheath Property (1 as co-trustee)
Development Securities (No 11) Limited	England and Wales	04457527	Portland House Bressenden Place, London SW1E 5DS	Bexleyheath Property (1 as co-trustee)
Furlong Shopping Centre Limited	England and Wales	04129313	Portland House, Bressenden Place London, SW1E 5DS	Furlong Property (legal beneficially)
Development Securities (Furlong) Limited	England and Wales	05385380	Portland House Bressenden Place, London SW1E 5DS	Ringwood Property (legal and beneficially)
Kingsland Shopping Centre Limited	England and Wales	03476519	Portland House Bressenden Place, London SW1E 5DS	Thatcham Property (legal and beneficially)
Part 3 - The Original Share Chargees				
Name	Jurisdiction of incorporation	Registration number	Registered office	Subsidiaries
Development Securities (Investments) plc	England and Wales	00701787	Portland House Bressenden Place London SW1E 5DS	Development Securities (No 43) Limited  Development Securities Limited  Development Securities (No 11) Limited
DS (Bexleyheath) Limited	Jersey	89070	Templar House Don Road St Helier Jersey JE1 2TR	Development Securities (No 25) Limited

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

DS (Ringwood) Limited	Jersey	89068	Templar House Don Road St Helier Jersey JE1 2TR	Furlong Shopping Centre Limited
Furlong Shopping Centre Limited	England and Wales	04129313	Portland House, Bressenden Place London SW1E 5DS	Development Securities (Furlong) Limited
DS (Thatcham) Limited	Jersey	89069	Templar House Don Road, St Helier Jersey JE1 2TR	Kingsland Shopping Cent Limited

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 2

#### The Properties

##### 1 Bexleyheath Property

All that freehold land and property known as 131 Broadway, Bexleyheath (DA6 7HE) and registered at the Land Registry with title number SGL519434

##### 2 Furlong Property

All that freehold land and property known as The Furlong Shopping Centre and registered at the Land Registry with title number HP354874

All that freehold land and property known as 10 Star Lane and registered at the Land Registry with title number HP560698

All that leasehold land and property known as 6 Star Lane and registered at the Land Registry with title number HP561496

All that leasehold land and property known as 4 Star Lane (first floor flat only) and registered at the Land Registry with title number HP560631

##### 3 Ringwood Property

All that freehold land and property known as 11 - 13 Meeting House Lane and registered at the Land Registry with title number HP315344

All that freehold land and property known as 13 Meeting House Lane and registered at the Land Registry with title number HP315345

All that leasehold land and property known as 7 Centre Place, Shop 4 Ringwood and registered at the Land Registry with title number HP675632

All that freehold land and property known as Ringwood Shopping Centre and registered at the Land Registry with title number HP551694

All that freehold land and property known as 70 High Street and registered at the Land Registry with title number HP626554

All that freehold land and property known as 1-7 (odd) Meeting House Lane and land lying to the west of Meeting House Lane and registered at the Land Registry with title number HP692152

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>4</b>      <b>Thatcham Property</b></p> <p>All that freehold land and property known as 54 &amp; 55 The Broadway, Thatcham RG19 3HP and registered at the Land Registry with title number BK76872</p> <p>All that freehold land and property known as land and buildings on the east side of The Broadway, Thatcham, Newbury and registered at the Land Registry with title number BK344546</p> <p>All that freehold land and property known as Factory Units 1 and 2 The Broadway, Thatcham and registered at the Land Registry with title number BK395613</p> <p>All that freehold land and property known as Alexandra Court, The Moors, Turnfields, Thatcham RG19 4WL and registered at the Land Registry with title number BK334636</p> <p>All that freehold land and property known as Regent House, The Moors, Thatcham RG19 4WL and registered at the Land Registry with title number BK264724</p> <p>All that freehold land and property known as 2A Station Road, Thatcham RG19 4PR and registered at the Land Registry with title number BK55443</p> <p>All that freehold land and property known as 2B Station Road, Thatcham RG19 4PR and registered at the Land Registry with title number BK28685</p> <p>All that freehold land and property known as Accessway to Factory Units 1 &amp; 2, Thatcham and registered at the Land Registry with title number BK410269</p>	

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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">SCHEDULE 3 List of Agreements</p> <p>The Subordinated Loan Agreement</p>	

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## Particulars of a mortgage or charge

### 7 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

### 8 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 870).

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 866). 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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Taylor Wessley* X

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

# MG01

## 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 UNJK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



### 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)**



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

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

**COMPANY NO. 3705725  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 16  
DECEMBER 2011 AND CREATED BY DEVELOPMENT  
SECURITIES (NO.7) LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE  
PARTIES 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 22 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2012

