

0222222 / 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

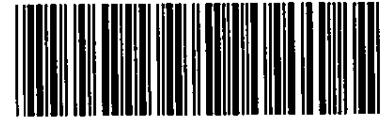
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to r
particulars of a charge for a s
company To do this, please
form MG01s

THURSDAY



A00PZRSW

A18

22/12/2011

#97

COMPANIES HOUSE

1

Company details

Company number 0 3 7 0 5 7 2 5

Company name in full Development Securities (No 7) Limited (the "Chargor")

7

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 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

Legal Charge made between the Chargor, Development Securities (No 11)
Limited (and together the "Chargors") (1) and the Agent (2) (the "Legal
Charge")

4

Amount secured

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

Amount secured

All obligations of each 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

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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 |
| Address | 25 Gresham Street, London in its capacity as agent and security trustee for the Finance Parties (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 each Chargor with full title guarantee

 - (a) charged to the Agent as trustee for the Finance Parties by way of legal mortgage the Property,
 - (b) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in the Rental Income,
 - (c) charged to the Agent as trustee for the Finance Parties by way of fixed charge its rights and interest in
 - (i) its present and future goodwill in respect of any business carried on by any Chargor at the Property, and
 - (ii) any present or future insurances in respect of any Charged Property and the proceeds of such insurances
- 2 **Floating Security**

As continuing security for the payment of the Secured Liabilities each Chargor charged to the Agent as trustee for the Finance Parties by way of floating charge with full title guarantee all its right and interest in all Plant and Equipment now or in future located at the Property

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Short particulars

3 Negative Undertakings

3 1 Negative pledge

No Chargor shall create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

3 2 Disposals

No Chargor shall 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 Legal Charge with the exception of a Permitted Disposal,

(b) any of its assets charged by way of floating charge under clause 4 (Floating Security) of the Legal Charge other than on arms length terms in the ordinary course of its trading and Permitted Disposals

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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 16 December 2011 made between Development Securities (No 43) Limited as Borrower, the Guarantors listed in schedule 1 to this Form MG01 (including the Chargors), the Original Lenders listed therein, Bank of Scotland plc as the Agent and Bank of Scotland plc as the Hedge Counterparty.

"**Charged Property**" means the assets mortgaged, charged or assigned by each Chargor under the Legal Charge.

"**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.

"**Guarantor**" means

(a) any Original Guarantor, or

(b) any Additional Guarantor.

"**Hedge Counterparty**" means Bank of Scotland plc acting through its branch at 25 Gresham Street, London EC2V 7HN.

"**Insolvency Act**" means the Insolvency Act 1986.

"**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.

"**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 Guarantor**" means any of the companies listed in schedule 2 part 2 (The Original Guarantors).

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

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

"**Property**" means the property described in schedule 2 to this Form MG01.

"**Real Property**" means

(a) any freehold, leasehold or immoveable 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

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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,

"Share Chargor" means

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

"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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| SCHEDULE 1 | | | | |
|---|-----------------------------------|---------------------|--|--|
| Part 1 - The Original Lenders and their Commitments | | | | |
| Name | Facility Office | Commitments £ | Treaty Passport scheme reference number | Jurisdiction of tax residence (if appl) |
| Bank of Scotland plc | 25 Gresham Street London EC2V 7HN | 37 913,000 | Not applicable | |
| 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 Chargers | | | | |
| Name | Jurisdiction of incorporation | Registration number | Registered office | Subsidiaries |
| | | | | |

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| | | | | |
|--|-------------------|----------|---|---|
| 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 |
| 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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| | |
|-------------------|---|
| 6 | Short particulars of all the property mortgaged or charged |
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">The Property</p> <p>All that freehold land and property known as 131 Broadway, Bexleyheath (DA6 7HE) and registered at the Land Registry with title number SGL519434</p> |

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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 Wessing LLP* 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 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 mortgage 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. 3705725
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 16
DECEMBER 2011 AND CREATED BY DEVELOPMENT
SECURITIES (NO.7) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH CHARGOR 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

