

MG01

Particulars of a mortgage or charge



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LASERFORM

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.

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TUESDAY



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08/12/2009

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COMPANIES HOUSE

please

gov.uk

1 Company details

Company number

3 7 2 9 6 4 6

Company name in full

Workspace Holdings Limited (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

03 01 2009

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

Supplemental Charge Over Shares made between the Chargor and the Security
Trustee (as defined below) (Share Charge)

4 Amount secured

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

Amount secured

All and any moneys, obligations and liabilities due on the date of the
Share Charge or in the future, due owing or incurred by the Obligors
to the Finance Parties in whatever currency denominated, whether
actually or contingently and whether alone or jointly with any other
person and whether as principal or surety under the Finance
Documents, including all interest, commissions, fees and all legal
and other costs, charges and expenses which any Finance Party
may charge the Chargor or incur under any Finance Document
(Secured Liabilities).

Terms defined in this form shall have the following meanings:

Facility Agreement means the facility agreement dated 15 July 2002
(as amended and restated from time to time) between, among
others, the Chargor and the Security Trustee

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	GE Real Estate Finance Limited (Security Trustee)		
Address	30 Berkeley Square, London		
Postcode	W 1 J 6 E W		
Name			
Address			
Postcode			
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			
	<p>1 First Fixed Charges</p> <p>As a continuing security for the payment of all Secured Liabilities, the Chargor as legal and beneficial owner charged by way of first fixed charge to the Security Trustee with full title guarantee all of its present and future rights, title and interest in and to:</p> <p>(a) the Shares together with all Related Rights; and</p> <p>(b) the Investments together with all Related Rights</p> <p>2 Negative pledge</p> <p>The Chargor shall not, other than in accordance with the Facility Agreement or with the prior written consent of the Security Trustee (in its capacity as security trustee):</p> <p>(a) create or permit to subsist any Security over its (or any part of its) rights, title and interest in and to any Investments, Shares or Related Rights other than pursuant to the Security Documents;</p> <p>(b) sell, transfer or otherwise dispose of the benefit of or agree to sell, transfer or otherwise dispose of the benefit of its (or any part of its) rights, title and interest in and to any Investments, Shares or Related Rights; or</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 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).

9 Signature

Please sign the form here.

Signature

Signature

X *Addleshaw Goddard 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 FAIRA/328483-107

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town Leeds

County/Region

Postcode L S 1 1 H Q

Country

DX 12004 Leeds

Telephone 0113 209 2000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>Fee Letter means each of the letters from time to time addressed to the Chargor by the Security Trustee (in its capacity as arranger or agent/security trustee) setting out the fees referred to in clause 11 of the Facility Agreement</p> <p>Finance Documents means each and any of:</p> <ul style="list-style-type: none"> (a) the Facility Agreement; (b) the Security Documents; (c) any Hedging Arrangement (including the Hedging Payment and Indemnity Agreement and the Novation Agreement (each as defined in the Facility Agreement)); (d) the Subordination Deed; (e) the Fee Letter; (f) the Syndication Letter; (g) the Rent Collection Undertaking; and (h) any other document designed as such by the Security Trustee (as agent or security trustee) and the Chargor in each case acting reasonable <p>Finance Party has the meaning given to it in the Facility Agreement</p> <p>Hedging Arrangements means any interest, swap, collar, option or similar contract or arrangement or arrangements which are entered into by the Chargor complying with clause 8.3 of the Facility Agreement</p> <p>Obligors means the Chargor, Workspace Group PLC and the Subsidiary Guarantors</p> <p>Rent Collection Undertaking means any undertaking given by the Chargor (or any other member of the Group at any time collecting Rental Income on behalf of the Subsidiary Guarantors) to the Security Trustee whereby the Chargor (or any other member of the Group at any time collecting Rental Income (as defined in the Facility Agreement) on behalf of the Subsidiary Guarantors) undertakes certain duties as regards its collection of the Rental Income from time to time (terms used are defined in the Facility Agreement)</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>Security Documents means each and any of:</p> <ul style="list-style-type: none"> (a) the Debenture (as defined in the Facility Agreement) (b) each Supplemental Debenture (as defined in the Facility Agreement) (c) any other document creating security given to the Security Trustee (in its capacity as security trustee) as security for the amounts due or which may become due under the Finance Documents <p>Subordinated Creditor means each of Workspace Management Limited, Workspace 1 Limited, Workspace 2 Limited, Workspace 3 Limited, Workspace 4 Limited, Workspace 5 Limited, Workspace 7 Limited and Enerjet Limited</p> <p>Subordination Deed means a deed made between, among others, the Chargor and the Security Trustee (in its capacity as security trustee) whereby any indebtedness owed by any of the Chargor or the Subsidiary Guarantors to the Subordinated Creditors is subordinated to the indebtedness owed to the Security Trustee (in any of its capacity as arranger, lender, the counterparty, agent or security trustee) under the Finance Documents in form and substance satisfactory to the Security Trustee (in its capacity as agent)</p> <p>Subsidiary Guarantors means Workspace 1 Limited, Workspace 3 Limited, Workspace 4 Limited, Workspace 5 Limited, Workspace 14 Limited and Workspace 12 Limited</p> <p>Syndication Letter means the syndication side letter dated 10 June 2006</p>	

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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

- (c) take or omit to take any action the taking or omission of which would or might impair the interest of the Security Trustee (in its capacity as arranger, lender, the counterparty, agent and security trustee) in any Investments, Shares or Related Rights.

All terms defined in this form shall have the following meanings:

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Shares) whatsoever including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered held by the Chargor or by a trustee or clearance system or nominee

Related Rights means, in respect of any Investment or Share:

- (a) all monies paid or payable in respect of that Investment or Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Share and
- (c) all rights derived from or incidental to that Investment or Share

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

Shares means, in respect of the Chargor, all shares present and future held by it in Workspace 14 Limited (a company registered in England and Wales under number 5834831), including 218,051,861 fixed rate redeemable preference shares



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3729646
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE OVER
SHARES DATED 30 NOVEMBER 2009 AND CREATED BY
WORKSPACE HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO
THE FINANCE PARTIES 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 8 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 DECEMBER
2009



Companies House
— for the record —

D X
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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES