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MG01

Particulars of a mortgage or charge



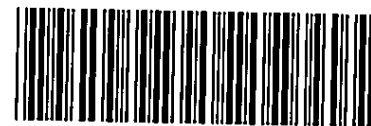
A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **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 Scottish
company. To do this, please use
form MG01s.

Please return
via
CH London Counter

MONDAY



LD4

02/11/2009
COMPANIES HOUSE

220

1	Company details	For official use
Company number	0 4 9 2 8 8 3 4	Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	LXB Dormant Limited (the Chargor)	
2	Date of creation of charge	
Date of creation	d 2 3 m 1 0 y 2 0 0 9	
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	Guarantee and debenture between the Chargor and the Security Trustee (as defined below) (the Debenture).	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	Continuation page Please use a continuation page if you need to enter more details.
Amount secured	The liabilities of the Charging Group Entities to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of section 151 of the Companies Act 1985 (the Secured Liabilities). For terms not defined see MGO1 Continuation Sheet.	

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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 as trustee for the Finance Parties (as defined on the MG01 Continuation Sheet) (the Security Trustee)

Address

8th Floor, 280 Bishopsgate, London

Postcode

E C 2 M 4 R B

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

See the MG01 Continuation Sheet attached.

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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

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).

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Signature

Please sign the form here.

Signature

Signature

X Debra Wilde Supt UP X

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

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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

Juhae Chae

Company name

Denton Wilde Sapte LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E C 4 M 7 W S

Country

England

DX

DX 242

Telephone

0207 246 7160



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Short particulars of all the property mortgaged or charged (continued)</p> <p>1 Creation of Security</p> <p>1.1 Land</p> <p>The Chargor charged:</p> <p>(a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (<i>Land charged by way of legal mortgage</i>) of the Debenture; and</p> <p>(b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land but excluding the Scottish Property.</p> <p>1.2 Investments</p> <p>The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee.</p> <p>1.3 Plant and Machinery</p> <p>The Chargor charged by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 4.1 (<i>Land</i>) of the Debenture (set out in Clause 1.1 of this Form MGO1 above).</p> <p>1.4 Book Debts</p> <p>The Chargor charged by way of fixed charge:</p> <p>(a) all Book Debts; and</p> <p>(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.</p> <p>1.5 Credit balances</p> <p>1.5.1 The Chargor charged by way of fixed charge all amounts standing to the credit of any account (including without limitation any Account) in its name or to which it is beneficially entitled.</p> <p>1.5.2 Regardless of the terms on which moneys are credited to any account in the name of the Chargor held with any Finance Party, no amount standing to the credit of that account will be or accrue due or payable to the Chargor until:</p> <p>(a) the Secured Liabilities have been paid and discharged in full; and</p> <p>(b) no Finance Party is under any obligation to make banking or other facilities available to the Chargor,</p> <p>and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that account except (without prejudice to the Finance</p>	

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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>Parties' rights under the Debenture) as the Security Trustee may in its absolute discretion from time to time permit.</p> <p>1.6 Intellectual Property Rights</p> <p>The Chargor charged by way of fixed charge all Intellectual Property Rights.</p> <p>1.7 Goodwill</p> <p>The Chargor charged by way of fixed charge its goodwill.</p> <p>1.8 Uncalled capital</p> <p>The Chargor charged by way of fixed charge its uncalled capital.</p> <p>1.9 Authorisations</p> <p>The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset.</p> <p>1.10 Assigned Agreements</p> <p>The Chargor assigned absolutely all its rights and interests in and under:</p> <ul style="list-style-type: none"> (a) the Assigned Agreements; (b) all Rental Income; and (c) all payments, repayments and refunds of VAT due or owing by Her Majesty's Revenue and Customs. <p>1.11 Collateral Warranties</p> <p>The Chargor assigned absolutely all its rights and interests in the Collateral Warranties.</p> <p>1.12 Insurances</p> <p>The Chargor assigned absolutely all its rights and interests under all contracts and policies of insurance.</p> <p>1.13 Contractual rights</p> <p>The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements and insurances which are effectively assigned by Clauses 4.10 (<i>Assigned Agreements</i>) of the Debenture (set out in Clause 1.10 of this Form MGO1 above) and 4.12 (<i>Insurances</i>) of the Debenture (set out in Clause 1.12 of this Form MGO1 above) respectively.</p> <p>1.14 Other assets</p> <p>1.14.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 4 of the Debenture (set out as Clause 1 of this Form</p>	

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Short particulars of all the property mortgaged or charged

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Short particulars

MG01) and expressly including all such present and future business, undertaking and assets whatsoever situated in Scotland whether the same are effectively mortgaged, charged by way of fixed charge or assigned under Clause 4 of the Debenture (set out as Clause 1 of this Form MG01) or otherwise.

1.14.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

1.15 Trust

1.15.1 Subject to Clause 4.15.2 of the Debenture (set out in Clause 1.15.2 of this Form MG01), if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee.

1.15.2 If the reason referred to in Clause 4.15.1 of the Debenture (set out in Clause 1.15.1 of this Form MG01) is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (i) the Chargor shall use all reasonable endeavours to satisfy the condition; and
- (ii) subject to Clause 1.15.3, the Chargor shall apply for the consent or waiver,

in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition.

1.15.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:

- (a) use all reasonable endeavours to obtain it as soon as possible; and
- (b) keep the Security Trustee informed of the progress of the negotiations to obtain it.

1.15.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 1 and the trust referred to in Clause 4.15.1 of the Debenture (set out in Clause 1.15.1 of this Form MG01) shall terminate.

2 Nature of Security created

The Security created under the Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;

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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

- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Finance Parties; and
- (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them and further shall be construed with the omission of section 6(2) of that Act).

3 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security.

4 Definitions

4.1 Unless otherwise expressly defined in this Form MG01, words and expressions used in this Form MGO1 have the same meaning as in the Facility Agreement and in addition, in this Form MG01:

Accounts means the Rent Account, the VAT Account, the Current Account, the Hedging Account and the Tunbridge Development Account and any other account opened at the Agent's request or with the Agent's consent under and in accordance with Clause 17 (*Bank Accounts*) of the Facility Agreement, any Proceeds Account opened in accordance with (and as defined in) Clause 7.2 (*Mandatory prepayment of Disposal Proceeds*) or Clause 17 (*Bank Accounts*) of the Facility Agreement and any Blocked Account.

Assigned Agreements means the Management Agreement; any Hedging Agreements; any Partnership Agreements; and any Joint Venture Agreements.

Authorisation means an authorisation, consent (including an Environmental Consent), approval, resolution, licence, exemption, filing, notarisation or registration.

Blocked Account means an account with the Agent charged in favour of the Security Trustee on terms satisfactory to the Agent.

Book Debts means:

- (a) all the Chargor's book debts; and
- (b) all other debts and moneys payable to or receivable by the Chargor except for those referred to in Clause 4.5 (*Credit balances*) of the Debenture (set out in Clause 1.4 of this Form MGO1 above).

Charging Group Entity means:

- (a) each Borrower and each other entity which owns an interest in:

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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>(i) a Property in respect of which an Acquisition Loan or a TW Capex Loan is outstanding;</p> <p>(ii) another Charging Group Entity; or</p> <p>(b) any other person or entity that provides any guarantee or security to the Security Trustee in respect of the liabilities to the Finance Parties under the Finance Documents,</p> <p>and Charging Group Entities shall be construed accordingly.</p> <p>Collateral Warranty means a collateral warranty granted or to be granted by a Building Contractor or a member of the Key Professional Team in favour of the Security Trustee and its successors and assignees, in form and substance satisfactory to the Agent and including (unless otherwise agreed) step-in rights in favour of the Security Trustee under or in respect of the relevant Project Document.</p> <p>Current Account means a current account denominated in Sterling with the Agent account number 10347296, sort code 16-00-30 designated with the names of the Borrowers or such other name as the Agent approves in writing.</p> <p>Facility Agreement means the facility agreement dated 28 June 2005 (as amended, varied and restated from time to time) and made between, among others, LXB Newco Borrower Limited as Borrower, the Lenders and the Security Trustee.</p> <p>Hedging Account means a deposit account denominated in Sterling with the Agent account number 10347342, sort code 16-00-30 designated the Hedging Account.</p> <p>Intellectual Property Rights means:</p> <p>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;</p> <p>(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and</p> <p>(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,</p> <p>arising or subsisting in any jurisdiction and whether registered or not.</p> <p>Investments means:</p> <p>(a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations); and</p> <p>(b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,</p>

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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>and includes all dividends, interest and other distributions paid or payable on or in respect of them.</p> <p>Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925.</p> <p>LXB Group means the Chargor and each Charging Group Entity and any other company, corporation, partnership, limited partnership, limited liability partnership, trust, unit trust or joint venture directly or indirectly under the control the Chargor and LXB Group Entity means any one of them.</p> <p>Plant and Machinery means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.</p> <p>Proceeds Account shall have the meaning given to that term in Clause 7.2 (<i>Mandatory prepayment of Disposal Proceeds</i>) of the Facility Agreement.</p> <p>Properties means any properties subject to a Finance Document situated in England, Wales or Scotland (but excluding any Property subject to a Disposal from the date of execution of a release or discharge and, in the case of a Property in England and Wales, a DS1) and Property shall mean any of the Properties.</p> <p>Rent Account means a deposit account denominated in Sterling with the Agent account number 10347334, sort code 16-00-30 designated the Rent Account.</p> <p>Scottish Property means all heritable and leasehold property now or at any time during the Security Period belonging to the Chargor and situated in Scotland.</p> <p>Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.</p> <p>Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture.</p> <p>VAT Account means a deposit account denominated in Sterling with the Agent account number 10347318, sort code 16-00-30 designated the VAT Account.</p> <p>Tunbridge Development Account means a deposit account denominated in Sterling with the Agent account number 10347377, sort code 16-00-30 designated the Tunbridge Development Account.</p> <p>4.2 Construction</p> <p>4.2.1 Unless a contrary indication appears, any reference in the Finance Documents to:</p> <ul style="list-style-type: none"> (a) assets includes revenues, property and rights of every kind, present, future, actual and contingent and whether tangible or intangible (including uncalled share capital); (b) Clauses and Schedules are to be construed as references to the clauses of, and schedules to, the Facility Agreement;

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(c) a guarantee includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;</p> <p>(d) a document being in the agreed form means the version of that document the form and content of which has been approved by the Agent and the Companies and which has written on it the words "in the agreed form" and which is initialled by or on behalf of the Agent and the Companies;</p> <p>(e) the words include(s), including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;</p> <p>(f) indebtedness includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;</p> <p>(g) liabilities includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent;</p> <p>(h) the words other and otherwise shall not be construed ejusdem eneric with any preceding words where a wider construction is possible;</p> <p>(i) any person includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Party, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);</p> <p>(j) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;</p> <p>(k) any Transaction Document or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, varied, novated supplemented or replaced from time to time;</p> <p>(l) any statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it;</p> <p>(m) accounting terms shall be construed so as to be consistent with GAAP;</p> <p>(n) a time of day is a reference to London time;</p> <p>(o) except where the Facility Agreement otherwise requires words denoting the singular shall include the plural and vice versa; and</p> <p>(p) the terms of the Finance Documents and of any side letters between the parties to the Facility Agreement in relation to the Finance Documents are</p>	

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>incorporated into each Finance Document to the extent required for any purported disposition of all or any part of the Properties contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.</p> <p>4.2.2 Except to the extent that, in respect of a Charging Group Entity, such construction would cause that Charging Group Entity to be in breach of section 151 of the Act, the liabilities of the Charging Group Entities in the Facility Agreement are joint and several.</p> <p>4.2.3 Where there is a reference in the Facility Agreement to any amount, limit or threshold specified in Sterling, in ascertaining whether or not that amount, limit or threshold has been attained, broken or achieved, an amount not denominated in Sterling shall be counted on the basis of the equivalent in Sterling of that amount using the Agent's Spot Rate of Exchange.</p> <p>4.2.4 Section, clause and schedule headings are for ease of reference only.</p> <p>4.2.5 A Default is continuing if it has not been remedied or waived in writing.</p> <p>4.2.6 Unless a contrary intention appears, any reference in the Debenture to:</p> <ul style="list-style-type: none"> (a) The Debenture is a reference to the Debenture as amended, varied, novated, supplemented and replaced from time to time; (b) the Chargor, the Security Trustee or any other Finance Party includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted); and (c) the Security Trustee or any other Finance Party (except for the references in Clause 17 (<i>Power of attorney</i>) of the Debenture), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates. 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4928834
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE
DATED 23 OCTOBER 2009 AND CREATED BY LXB DORMANT
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 2 NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 NOVEMBER
2009**

(9)
ADK



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**