

523805/13
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 for particulars of a charge for company. To do this, please use form MG01s

THURSDAY



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A21

22/12/2011

#383

COMPANIES HOUSE

1

Company details

Company number 0 5 4 9 1 6 7 0

Company name in full MEPC Milton Park No. 1 Limited (the "Chargor")

(3)

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 d2 d0 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

A supplemental debenture between Deutsche Bank AG, London Branch (the "Security Trustee"), MEPC Milton Park No. 2 Limited, MEPC Milton LP acting through its general partner MEPC Milton GP Limited, MEPC Milton GP Limited and the Chargor (the "Supplemental Debenture").

4

Amount secured

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

Amount secured

The Chargor covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor (as defined in the continuation pages) to any Finance Party (as defined in the continuation pages) under or pursuant to the Finance Documents (as defined in the continuation pages) in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to a Finance Party or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in sterling or any other currency, or incurred on any current or other banking account or in any other manner whatsoever (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 Deutsche Bank AG, London Branch

Address 1 Great Winchester Street,

London

Postcode E C 2 N 2 D 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 attached continuation pages.

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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 Robert Smith 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 Madhu Aravamuthan

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town

County/Region

Postcode E C 2 A 2 H S

Country

DX

Telephone 020 7374 8000



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

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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>1. SECURITY</p> <p>1 1 Creation of Fixed Security</p> <p>The Chargor has charged to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Chargor at the date of the Supplemental Debenture shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following</p> <p>1 1 1 the Real Property,</p> <p>1 1 2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights,</p> <p>1 1 3 (to the extent that the same are not the subject of a fixed charge under Clause 3 1 4 of the Supplemental Debenture) all Debts,</p> <p>1 1 4 all Account Proceeds,</p> <p>1 1 5 all of its Investments,</p> <p>1 1 6 the Shares</p> <p>1 1 7 all of its Intellectual Property Rights,</p> <p>1 1 8 all goodwill and uncalled capital, and</p> <p>1 1 9 (to the extent not effectively assigned under Clause 3 2 (Assignments) of the Supplemental Debenture), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (Assignments) of the Supplemental Debenture</p> <p>1 2 Assignments</p> <p>The Chargor has assigned to the Security Trustee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of the Chargor's rights to and title and interest from time to time in</p> <p>1 2 1 the Insurance Policies and the Insurance Proceeds,</p> <p>1 2 2 all Rental Income,</p> <p>1 2 3 any guarantee of Rental Income contained in or relating to any Lease Document,</p> <p>1 2 4 any Hedging Arrangements,</p> <p>1 2 5 each Transaction Document (other than the Finance Documents and any Duty of Care Agreement),</p> <p>1 2 6 each building contract, consultant appointment and collateral warranty in respect</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

of the development of any Real Property, and

1 2 7 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor,

and all Related Property Rights in respect of the above

1 3 Preservation of Fixed Charge

Without prejudice to Clause 3 1 3 (*Creation of Fixed Security*) and Clause 3 2 (*Assignments*) of the Supplemental Debenture, if, pursuant to Clause 21 (*The Accounts*) of the Restated Credit Agreement, the Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3 1 4 (*Creation of Fixed Security*) and 3 2 (*Assignments*) of the Supplemental Debenture, the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of the Chargor and the proceeds of those debts

2. FLOATING CHARGE

2 1 Creation of Floating Charge

2.1.1 The Chargor has charged to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3 1 (*Creation of Fixed Security*) or 3 2 (*Assignments*) of the Supplemental Debenture

2 1 2 The floating charge created pursuant to the Supplemental Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3. FURTHER ASSURANCE

3 1 The Chargor has undertaken that it must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for

3 1 1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by the Supplemental Debenture,

3 1 2 conferring upon the Security Trustee such security as it may require over the assets of the Chargor outside of England and Wales which if in England or Wales

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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>would form part of or be intended to form part of the Charged Assets,</p> <p>3 1 3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of the Chargor, and</p> <p>3 1 4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to the Supplemental Debenture or by law</p> <p>3 2 The Chargor has undertaken that it shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Security Trustee in such form as the Security Trustee shall require</p> <p>3 3 The Chargor has undertaken that it shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to the Supplemental Debenture including the obtaining of any necessary consent (in form and content satisfactory to the Security Trustee) to enable the assets of the Chargor to be mortgaged, charged or assigned pursuant to the Supplemental Debenture Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by the Supplemental Debenture The Chargor shall promptly deliver a copy of each such consent to the Security Trustee</p> <p>4. NEGATIVE PLEDGE</p> <p>The Chargor has undertaken to the Security Trustee with respect to the Charged Assets that it shall not, except as expressly permitted by the Restated Credit Agreement, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them</p> <p>5. DEFINITIONS</p> <p>5 1 In this Companies House form MG01 (unless otherwise provided) words importing the singular shall include the plural and vice versa</p> <p>5 2 Terms used in this Companies House form MG01 shall have the following meanings</p> <p>"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any bank or other account of each Chargor with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby</p> <p>"Accession Deed" means the deed of accession (in form and substance satisfactory to the Agent) entered into between Nominee 1, Nominee 2 and the Agent, whereby Nominee 1 and Nominee 2 acceded as Obligor to the Original Credit Agreement</p> <p>"Account" means the General Account, the Rent Account, the Disposal Proceeds Account and/or the Deposit Account (and, once opened in accordance with Clause 22 15 (<i>Capital expenditure and development</i>) of the Restated Credit Agreement, the Major Works Account)</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Acquisition Agreements" means</p> <ul style="list-style-type: none"> (A) an agreement for sale of the beneficial interest in the Properties dated on or about the Utilisation Date made between MEPC Milton Park LP (acting by its general partner MEPC Milton Park GP Limited) and the Borrower under which the Borrower has agreed to purchase the beneficial interest in the Property, (B) a transfer of beneficial interest dated on or about the Utilisation Date made between MEPC Milton Park LP (acting by its general partner MEPC Milton Park GP Limited) and the Borrower, and (C) a deed of acknowledgement and release dated on or about the Utilisation Date and made between MEPC Milton Park LP (acting by its general partner MEPC Milton Park GP Limited), the Borrower and the Nominees <p>"Acquisition Documents" means</p> <ul style="list-style-type: none"> (A) the Acquisition Agreements, (B) any document entered into pursuant to a document referred to in paragraph (A) or (B) above, and (C) any other document designated as such in writing by both the Agent and the Borrower <p>"Additional Subordinated Creditor" means each person acceding to the Deed of Subordination as a Subordinated Creditor by executing and delivering a Subordinated Creditor Accession Agreement</p> <p>"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of any Chargor</p> <p>"Agent" means Deutsche Bank AG, London Branch</p> <p>"Agreement for Lease" means an agreement to grant an Occupational Lease</p> <p>"Arranger" means Deutsche Bank AG, London Branch</p> <p>"Asset Management Agreement" means the asset management agreement dated 27 September 2005 between, amongst others, the Asset Manager and MEPC Milton Park Limited Partnership acting by its general partner MEPC Milton Park General Partner Limited as amended by a letter dated 18 April 2008 in respect of the Properties, as amended and adhered to by the deed of adherence dated 21 June 2011 and any other asset management agreement (in form and substance satisfactory to the Agent) between the Borrower and the Asset Manager</p> <p>"Asset Manager" means MEPC Limited or a wholly-owned Subsidiary of MEPC Limited appointed in accordance with Clause 22.8 (<i>Managing Agents/Asset Manager</i>) of the Restated Credit Agreement</p>	

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Borrower" means MEPC Milton GP Limited (a company incorporated in England and Wales under company number 07669538) as general partner of the limited partnership carrying on business under the name MEPC Milton LP (registered as a limited partnership under the Limited Partnerships Act 1907 with registered number LP014504)</p> <p>"Building Contractor" means any contractor appointed by a Group Contractor to carry out any Major Works</p> <p>"Charged Assets" means the assets mortgaged, charged or assigned pursuant to Clauses 3 (<i>Security</i>) and 4 1(<i>Creation of Floating Charge</i>) of the Supplemental Debenture</p> <p>"Counterparty" means the Original Counterparty or any additional Counterparty</p> <p>"Counterparty Accession Deed" means a letter substantially in the form of Schedule 10 (<i>Form of Counterparty Accession Deed</i>) of the Restated Credit Agreement with such amendments as the Agent may approve or require</p> <p>"Debenture" means each debenture granted or to be granted by the Borrower and each other Obligor in favour of the Security Trustee on behalf of the Finance Parties (as amended from time to time)</p> <p>"Debts" means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above</p> <p>"Declaration of Trust" means a declaration of trust under which the Nominees hold title to each Property on behalf of the Borrower</p> <p>"Deed of Subordination" means a deed of subordination entered into or to be entered into between</p> <ul style="list-style-type: none"> (A) the Security Trustee, the Borrower and each other Obligor and each Subordinated Creditor, and (B) the Security Trustee, the Borrower, each other Obligor and each Group Contractor <p>"Deposit Account" means the account (with the relevant account number supplied to the Agent pursuant to Schedule 2 (<i>Conditions precedent</i>)) of the Restated Credit Agreement, referred to in Clause 21 1 3 (<i>Bank Accounts</i>) of the Restated Credit Agreement and includes any replacement account or sub-division of that account</p> <p>"Development Sites" means such part or parts of the Property constituting development sites as identified as the site edged red on the plan labelled "Development Sites" and initialed, for identification, by or on behalf of the Agent and the Borrower and which are subject to (or intended to be subject to) a Security Document (each of them being a "Development Site")</p> <p>"Disposal Proceeds Account" means the account (with the relevant account number</p>

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="327 353 1043 387">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="421 454 1503 555">supplied to the Agent pursuant to Schedule 2 (<i>Conditions precedent</i>)) of the Restated Credit Agreement, referred to in Clause 21 1 4 (<i>Bank Accounts</i>) of the Restated Credit Agreement and includes any replacement account or sub-division of that account</p> <p data-bbox="421 577 1503 678">"Duty of Care Agreement" means in relation to a Property an agreement made between the Borrower or the relevant Obligor, any Managing Agent or Asset Manager and the Security Trustee in each case in form and substance satisfactory to the Agent</p> <p data-bbox="421 701 1503 801">"Estate Works" means any maintenance, repair, improvement or landscaping in respect of one or more Properties which does not affect or relate to a building in a Property (other than Major Works or Minor Works)</p> <p data-bbox="421 824 1503 902">"Event of Default" means any event or circumstances specified as such in Clause 23 of the Restated Credit Agreement</p> <p data-bbox="421 925 1503 992">"Facility" means the term loan facility made available under the Restated Credit Agreement as described in Clause 2 (<i>The Facility</i>) of the Restated Credit Agreement</p> <p data-bbox="421 1014 1503 1115">"Fee Letter" means any letter or letters dated on or about the date of the Restated Credit Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 11 (<i>Fees</i>) of the Restated Credit Agreement</p> <p data-bbox="421 1137 783 1171">"Finance Documents" means</p> <ul data-bbox="421 1193 1043 1865" style="list-style-type: none"> (A) the Restated Credit Agreement, (B) the Supplemental Agreement, (C) the Accession Deed, (D) the Security Documents, (E) a Deed of Subordination, (F) any Transfer Certificate, (G) any Fee Letter, (H) the Margin Letter, (I) the Hedging Arrangements, (J) any Subordinated Creditor Accession Agreement, (K) a Counterparty Accession Deed, or (L) any other document designated as such by the Agent and the Borrower <p data-bbox="421 1888 1503 1955">"Finance Party" means the Agent, a Counterparty, the Arranger, the Security Trustee, a Servicer (if any) or a Lender</p> <p data-bbox="421 1977 1503 2051">"General Account" means the account (with the relevant account number supplied to the Agent pursuant to Schedule 2 (<i>Conditions precedent</i>)) of the Restated Credit Agreement</p>

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>referred to in Clause 21.1.1 (<i>Bank Accounts</i>) of the Restated Credit Agreement and includes any replacement account or sub-division of that account</p> <p>"General Partner" means MEPC Milton GP Limited, a company incorporated in England and Wales under company number 07669538</p> <p>"Group Contractor" means MEPC Limited or a subsidiary of MEPC Limited (excluding any Obligor) appointed by the Borrower pursuant to a Group Construction Document (and approved by the Agent acting reasonably) to carry out, or procure the carrying out of, any Major Works</p> <p>"Group Construction Document" means each contract (in form and substance satisfactory to the Agent) entered into by an Obligor and a Group Contractor, in each case relating to the carrying out of Major Works</p> <p>"Hedging Arrangements" means any interest rate hedging arrangements entered into by the Borrower with a Counterparty with the prior written consent of the Agent for the purpose of hedging interest payable under the Restated Credit Agreement</p> <p>"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) in which the Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise)</p> <p>"Insurance Proceeds" means all monies from time to time payable to the Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums</p> <p>"Intellectual Property Rights" means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights</p> <p>"Investments" means all of the Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of the Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of the Chargor or whether the same have been delivered to or to the order of the Security Trustee or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Chargor</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Lease Document" means any Occupational Lease or Agreement for Lease</p> <p>"Lender" means</p> <p style="padding-left: 40px;">(A) the Original Lender, and</p> <p style="padding-left: 40px;">(B) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (<i>Changes to the Lenders</i>) of the Restated Credit Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Restated Credit Agreement</p> <p>"Loan" means the loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan</p> <p>"Major Works" means any development, extension to, or other works (other than Minor Works or Estate Works) to a Property undertaken in accordance with Clause 22 15 (<i>Capital expenditure and development</i>) of the Restated Credit Agreement</p> <p>"Major Works Account" means the account opened in connection with Major Works as contemplated by Clause 22 15 (<i>Capital expenditure and development</i>) of the Restated Credit Agreement and includes any replacement account or sub-division of that account</p> <p>"Managing Agent" means Oxford Innovation Limited (in respect of the part of the Property known as Milton Park Innovation Centre), MEPC Limited or any managing agent of a Property appointed in accordance with Clause 22 8 (<i>Managing Agent/Asset Manager</i>) of the Restated Credit Agreement</p> <p>"Managing Agent Agreement" means an agreement dated 17 July 2008 and made between Oxford Innovation Limited and MEPC Milton Park Limited Partnership acting by its general partner MEPC Milton Park General Partner Limited or any other managing agent agreement (in form and substance satisfactory to the Agent) appointing a Managing Agent to manage a Property</p> <p>"Margin" has the meaning given to it in the Margin Letter</p> <p>"Margin Letter" means a letter dated on or about the date of the Restated Credit Agreement between the Borrower and the Agent setting out the Margin</p> <p>"Minor Works" means any maintenance, repair, improvement, refurbishment or tenant fit out works (excluding any development or extension) in respect of one or more Properties, provided that the total aggregate actual and projected costs of all such works (including completed works, other than Major Works and Estate Works) do not at any time exceed £5,000,000</p> <p>"Nominee 1" means MEPC Milton Park No 1 Limited (a company incorporated in England and Wales under company number 5491670)</p> <p>"Nominee 2" means MEPC Milton Park No 2 Limited (a company incorporated in England</p>	

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>and Wales under company number 5491806)</p> <p>"Nominees" means each of Nominee 1 and Nominee 2</p> <p>"Non Major Development Document" means each building contract entered into by an Obligor and a building contractor, and each appointment of a Professional Consultant entered into by an Obligor or a building contractor and a Professional Consultant, in each case relating to the carrying out of Minor Works or Estate Works</p> <p>"Obligor" means the Borrower, the General Partner and (on or after the Accession Date) the Nominees</p> <p>"Occupational Lease" means any lease or licence or other right of occupation to which a Property or any part may be subject from time to time</p> <p>"Operator" means Hermes Investment Management Limited or such other operator appointed in accordance with Clause 20 20 (<i>Partnership Matters</i>) of the Restated Credit Agreement</p> <p>"Operator Agreement" means the operator agreement dated 27 September 2005 between, among others, the Operator and MEPC Limited and a deed of adherence dated 21 June 2011 between the Borrower, MEPC Limited and the Operator (or any agreement entered into in relation to any replacement Operator in accordance with Clause 20 20 (<i>Partnership matters</i>) of the Restated Credit Agreement)</p> <p>"Original Credit Agreement" means the £145,000,000 credit agreement between (1) the Borrower, (2) the General Partner, (3) Deutsche Bank AG, London Branch as Arranger, (4) Deutsche Bank AG, London Branch as Security Trustee, (5) Deutsche Bank AG, London Branch as Agent and (6) the Original Lenders dated 30 June 2011</p> <p>"Original Lenders" means the financial institutions listed as lender in Part I and II of Schedule 1 of the Restated Credit Agreement</p> <p>"Partnership Agreement" means the limited partnership agreement under which the Borrower is established as a limited partnership</p> <p>"Partnership Charge" means an agreement creating security over the interest of each partner in the Borrower entered or to be entered into by each such partner in favour of the Security Trustee on behalf of the Finance Parties</p> <p>"Party" means a party to the Restated Credit Agreement</p> <p>"Professional Consultant" means any architect, any employer's representative, any civil, mechanical, structural, electrical or services engineer, any quantity surveyor and any other firm of professional consultants with responsibility (whether for design or any other matter)</p> <p>(A) in respect of any Major Works, appointed by the Building Contractor or a Group Contractor, or</p> <p>(B) in respect of any Minor Works or Estate Works, appointed by the relevant</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	<p style="text-align: center;">building contractor or Obligor</p> <p>"Properties" means all the land and buildings described in Schedule 6 (<i>The Properties</i>) of the Restated Credit Agreement and the Development Sites which are subject to (or intended to be subject to) a Security Document, in each case as more particularly described in each Debenture, each of them being a "Property", being located at Milton Park and adjacent land, Abingdon, Oxfordshire, having title numbers BK102078, ON122118, ON122717, ON130108, ON130606, ON137010, ON145942, ON225380, ON38283, ON61862, ON96949, ON216090, ON72772</p> <p>"Real Property" means</p> <ul style="list-style-type: none"> (A) all of the freehold and/or leasehold property of the Chargor specified in Schedule 1 (<i>Real Property</i>) of the Debenture, being the property located at Milton Park and adjacent land, Abingdon, Oxfordshire, having title numbers BK102078, ON122118, ON122717, ON130108, ON130606, ON137010, ON145942, ON225380, ON38283, ON61862, ON96949, ON216090, ON72772, (B) all freehold and leasehold property or immovable property of the Chargor situate in England and Wales (other than the property referred to in paragraph (A)), (C) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (A) and (B) above, and (D) the Related Property Rights <p>"Receiver" means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by the Supplemental Debenture</p> <p>"Related Investment Rights" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments</p> <p>"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following</p> <ul style="list-style-type: none"> (A) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein), (B) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right, and (C) all rights under any lease, licence or agreement for lease, sale or use in 	

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;">respect of such property or asset</p> <p>"Rent Account" means the account (with the relevant account number supplied to the Agent pursuant to Schedule 2 (<i>Conditions precedent</i>)) of the Restated Credit Agreement referred to in Clause 21.1.2 (<i>Bank Accounts</i>) of the Restated Credit Agreement and includes any replacement account or sub-division of that account</p> <p>"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of any Obligor in connection with the letting, use or occupation of a Property or any part thereof, including each of the following amounts so payable</p> <ul style="list-style-type: none"> (A) rent and licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or wherever it is described, reserved or made payable, (B) any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) of the Landlord and Tenant Act 1927, (C) any rent payable by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954, (D) any sum received from any deposit held as security for performance of any tenant's obligations (excluding any sum which is payable to that tenant), (E) any other moneys payable in respect of occupation and/or usage of a Property and every fixture and fitting therein and every fixture thereon for display or advertisement, on licence or otherwise, (F) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same, (G) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the relevant Obligor from any party) in furtherance of such proceedings so taken or claim so made, (H) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon, (I) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Lease Document or occupancy agreement, (J) any sum payable by any guarantor of any occupational tenant under any Lease Document, (K) any interest payable on any sum referred to above and any damages,

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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

compensation or settlement payable in respect of the same, and

- (L) any amount in respect of or which represents VAT payable on any of the items listed in paragraphs (A)-(K) above

"Restated Credit Agreement" means the Original Credit Agreement as amended and restated pursuant to the Supplemental Agreement dated 20 December 2011 and entered into between (1) MEPC Milton GP Limited as general partner of MEPC Milton LP, (2) MEPC Milton GP Limited, (3) MEPC Milton Park No 1 Limited, (4) MEPC Milton Park No 2 Limited, (5) Deutsche Bank AG, London Branch as agent, (6) Deutsche Bank AG, London Branch as security trustee, (6) Deutsche Bank AG, London Branch as original lender and (7) Deutsche Bank AG, London Branch as original counterparty

"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

"Security Assignment" means a security assignment entered or to be entered by each Subordinated Creditor in favour of the Security Trustee on behalf of the Finance Parties respect of Subordinated Debt

"Security Documents" means each Debenture, each Share Mortgage, each Security Assignment, each Partnership Charge, each Supplemental Debenture, each Supplemental Share Mortgage, each Supplemental Security Assignment and each Supplemental Partnership Charge and any further legal or other charge or other security or assurance granted to the Security Trustee on behalf of the Finance Parties in respect of the obligations of the Borrower or any other Obligor

"Security Period" means the period from the date of the Supplemental Debenture until the date on which the Security Trustee has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full

"Servicer" means any person appointed by the Agent or Lender to act as loan servicer or special loan servicer in relation to the Loan and/or the Finance Documents

"Shares" means

- (A) the £1 00 issued ordinary shares of Nominee 1 legally and beneficially owned by the General Partner,
- (B) the £1 00 issued ordinary shares of Nominee 2 legally and beneficially owned by the General Partner, and
- (C) all Related Investment Rights and all Related Property Rights in respect thereof

"Share Mortgage" means a first ranking share mortgage granted or to be granted in favour of the Security Trustee on behalf of the Finance Parties over the entire issued share capital of the General Partner and each Nominee

"Subordinated Creditor" means the General Partner, the Limited Partner and MEPC Financial Services Limited, a company incorporated in England and Wales with registration

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>number 05574307 whose registered office is at at 4th Floor Lloyds Chambers, 1 Portsoken Street, London E1 8LW or an Additional Subordinated Creditor</p> <p>"Subordinated Creditor Accession Agreement" means an agreement substantially in the form set out in schedule 2 to the Deed of Subordination with such amendments as the Agent may approve or require</p> <p>"Subordinated Debt" means any loans or credit provided to any Obligor by the Subordinated Creditors which loans or credit is subordinated in accordance with a Deed of Subordination</p> <p>"Supplemental Agreement" means the supplemental agreement amending and restating the Original Credit Agreement and entered into between, among others, the Obligors and the Finance Parties on 20 December 2011</p> <p>"Supplemental Debenture" means a supplemental debenture granted or to be granted by the Borrower and each other Obligor in favour of the Security Trustee on behalf of the Finance Parties</p> <p>"Supplemental Partnership Charge" means a supplemental agreement creating security over the interest of each partner in the Borrower entered or to be entered into by each such partner in favour of the Security Trustee on behalf of the Finance Parties</p> <p>"Supplemental Security Assignment" means a supplemental security assignment entered or to be entered into by each Subordinated Creditor in favour of the Security Trustee on behalf of the Finance Parties in respect of Subordinated Debt</p> <p>"Supplemental Share Mortgage" means a supplemental share mortgage granted or to be granted in favour of the Security Trustee on behalf of the Finance Parties over the entire issued share capital of the General Partner and each Nominee</p> <p>"Transaction Document" means</p> <ul style="list-style-type: none"> (A) a Finance Document, (B) an Acquisition Document, (C) a Duty of Care Agreement, (D) a Managing Agent Agreement, (E) any document evidencing or under which Subordinated Debt is made available, (F) a Lease Document, (G) a Declaration of Trust, (H) an Operator Agreement, (I) an Asset Management Agreement,

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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

- (J) the Partnership Agreement,
 - (K) a Group Construction Document,
 - (L) a Non Major Development Document, or
 - (M) any other document designated as such by the Agent and an Obligor
- "Transfer Certificate"** means a certificate substantially in one of the forms set out in Schedule 5 (*Form of Transfer Certificate*) of the Restated Credit Agreement or any other form agreed between the Agent and the Borrower
- "Utilisation"** means the utilisation of the Facility
- "Utilisation Date"** means the date of the Utilisation, being the date on which the Loan is to be made



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

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

**COMPANY NO. 5491670
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 20 DECEMBER 2011 AND CREATED BY MEPC MILTON
PARK NO. 1 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY OR ANY OBLIGOR TO
ANY FINANCE PARTY 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 22 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2012



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES