

MG01

Particulars of a mortgage or charge

108246 / 13



iris
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



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

TUESDAY



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LD5

17/07/2012

#90

COMPANIES HOUSE

1

Company details

Company number 5 7 6 4 1 6 5

Company name in full STANHOPE GROUP HOLDINGS LIMITED (the "Company")

For official use

Filing 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 d2 m0 m7 y2 y0 y1 y2

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 over shares dated 12 July 2012 (the "Legal Charge") between the Company and MITSUI FUDOSAN (U.K.) LIMITED, as the chargee (the "Chargee")

4

Amount secured

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

Amount secured

All present and future moneys, obligations and liabilities owed by the Company to the Chargee under or in connection with the Guarantee (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever), together with any moneys, obligations and liabilities that may arise pursuant to clauses 8.6.3 (Redemption of prior Security Interest), 13 (Costs and indemnity) and 18.2.2 (Discharge conditional) of the Legal Charge (as listed in the attached continuation sheets)

Continuation page

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

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

MITSUI FUDOSAN (U K) LIMITED /

Address

7th Floor, Berger House

38 Berkeley Square, London

Postcode

W 1 5 A E

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

10,000 A ordinary shares of £0 0001 each issued by Issuer, which the Company is the registered holder of, and all other securities now or at any time hereafter issued by the Issuer and owned by the Company, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof

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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

n/a

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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)

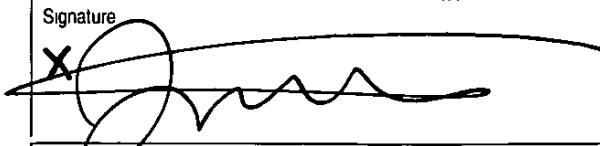
9

Signature

Please sign the form here

Signature

Signature

A handwritten signature in black ink, consisting of a large, stylized 'X' followed by a series of loops and a long horizontal stroke.

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 **Aritha Wickramasinghe**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country

DX

Telephone **020 7006 1000**



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

MG01 – continuation page

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Amount secured

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

Amount secured

Definitions

"Charged Assets" means all the assets for the time being subject to the Security Interests created by this charge (and references to the Charged Assets include references to any part of them),

"Guarantee" means the guarantee dated on or about the date of this charge given by the Company in favour of the Chargee in relation to the obligations of the Issuer under the Senior Note Documents,

"Issuer" means Norfolk Joint Venture Limited, a company incorporated in England and Wales (registered number 8116342) and whose registered office is at Norfolk House, 31 St James's Square, London SW1Y 4JJ;

"Receiver" means a receiver or a receiver and manager of all or any of the Charged Assets appointed under this charge (which expression shall where the context so admits include any person substituted as receiver or receiver and manager under the power herein contained),

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Senior Note Documents" means the Senior Note Instrument and the Senior Notes,

"Senior Note Instrument" means the instrument dated on or about the date of this charge executed by the Issuer pursuant to which the Senior Notes are, or are to be, constituted, and

"Senior Notes" means the £20,000,000 guaranteed fixed rate unsecured notes due 2020 issued or to be issued by the Issuer

Clauses

8 6

Redemption of prior Security Interest

At any time after the security constituted by this charge shall have become enforceable the Chargee may

8 6 3

settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the Company and all monies paid by the Chargee to the prior encumbrancer in accordance with such accounts shall as from such payment be due from the Company to the Chargee on current account and shall bear interest and be secured as part of the Secured Liabilities

13

Costs and indemnity

13 1

The Company shall pay or reimburse to the Chargee on demand, on a full indemnity basis, all costs, charges and expenses (including legal fees) in any way incurred by the Chargee in relation to enforcing any of the Chargee's rights under this charge or in suing for or recovering any of the Secured Liabilities

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Amount secured

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Amount secured

- 13 2 The Company hereby agrees to indemnify and hold harmless the Chargee and any Receiver from and against all actions, claims, expenses, demands and liabilities, whether arising out of contract or in tort or in any other way, which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers pursuant to this charge, provided that such actions, claims, expenses, demands and liabilities did not arise as a consequence of the fraud, gross negligence or wilful default of any such person
- 13 3 The Company shall pay all stamp, registration and other taxes to which this charge or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Chargee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such amount
- 13 4 All payments to be made to the Chargee under this charge shall be made free and clear of and without deduction for or on account of tax unless the Company is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Company in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.
- 18 **Discharge conditional**
- Any release, discharge or settlement between the Chargee and the Company shall be deemed conditional upon no payment or security received by the Chargee in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:
- 18 2 2 the Chargee shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred and the Company agrees with the Chargee accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5764165
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 12 JULY
2012 AND CREATED BY STANHOPE GROUP HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO MITSUI FUDOSAN (U.K.)
LIMITED 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
17 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES