

# MG01

## Particulars of a mortgage or charge



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**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



\*L8YH4SNR\*

LD4

22/03/2011

18

COMPANIES HOUSE

For official use

1

### Company details

Company number

0 5 9 3 1 9 6 0

Company name in full

Domain Queens Road GP Limited

2



### Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

### Date of creation of charge

Date of creation

d1 d1 m0 m3 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

Debenture (the "Deed")

4

### Amount secured

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

Amount secured

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Chargors to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety

### Continuation page

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

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## 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 Barclays Bank PLC (the "Security Agent")

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

1. By way of legal mortgage

- (a) the Property, and
- (b) any other freehold or leasehold property now vested in each Chargor

2 By of fixed charge each of the following including all rights of enforcement of the same

- (a) each Chargor's interest in any freehold or leasehold property acquired after the date of the Deed;
- (b) each Chargor's interest in the Relevant Contracts,
- (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them,
- (d) all easements, licences and other rights relating to the Property in which each Chargor has an interest,
- (e) the Accounts and any other accounts of the Chargor,
- (f) the Investments,
- (g) if applicable each Chargor's uncalled capital, and
- (h) each Chargor's goodwill

3 By way of security assignment each of the following including all rights of enforcement of the same

- (a) Rental Income,
- (b) the proceeds of any disposal of the whole or any part of the Property,
- (c) all book debts and other debts and all other monies due and owing to each Chargor,
- (d) all monies standing to the credit of the Accounts and any other accounts of each Chargor,
- (e) the monies payable to each Chargor under any insurances relating to the Property,
- (f) the benefit of the copyright and similar rights vested in each Chargor in connection with the Property;

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## Particulars of a mortgage or charge

### 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

### 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 Berwin Leighton Paisner LLP 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 Talia Joffe - 27690 55

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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

- (g) all causes of action and other rights and remedies in which each Chargor has an interest,
- (h) all monies payable to each Chargor under any Hedging Arrangement,
- (i) the benefit of any monies paid or payable to each Chargor's by way of compensation, endowment, gift, grant or otherwise, and
- (j) each Chargor's interest in any VAT recoveries

4 By way of floating charge all of each Chargor's assets, property and undertaking both present and future (other than any assets, property and/or undertakings situated in Jersey)

#### NOTES

1. The Deed contains a provision that the charges created under the Deed expressed to be

- (a) fixed charges, shall only apply to the extent that they create fixed security, and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed

2 The Deed contains a provision that any time whilst an Event of Default is continuing

- (a) the Security Agent may convert any floating charge created by the Deed into a fixed charge, and
- (b) each Chargor shall, on request of the Security Agent, procure an absolute assignment of the Relevant Contracts

3 The Deed contains a provision that each Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Agent

- (a) such further additional mortgages, charges, assignments, transfers and conveyances, and
  - (b) such assurances, deeds, documents, acts and things,
- as the Security Agent may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed

4. The Deed provides that following an Event of Default which is continuing, the Security Agent may (without notice to or consent from each Chargor and in each Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise

5 This form is filed by the Company both on its own behalf, and in its capacity as General Partner for the Borrower

6 The Deed contains or incorporates the following definitions

"Account" means the General Account or the Rent Account

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## Particulars of a mortgage or charge

| 6                 | Short particulars of all the property mortgaged or charged   |
|-------------------|--|
| Short particulars | <p data-bbox="320 365 1038 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 443 1508 521"><b>"Additional Counterparty"</b> means a bank or financial institution which becomes a Counterparty after the date of the Facility Agreement with the approval of the Facility Agent</p> <p data-bbox="320 551 1508 607"><b>"Agent(s)"</b> means either or both of the Facility Agent and/or the Security Agent, as the context may require</p> <p data-bbox="320 636 1508 692"><b>"Agreement for Lease"</b> means an agreement to grant an Occupational Lease of all or part of a Property</p> <p data-bbox="320 721 1508 824"><b>"Borrower"</b> means Domain Queens Road Limited Partnership, (registered number LP011657) acting through its general partner Domain Queens Road GP Limited, (company no 05931960) whose registered office is at Nightingale House, 65 Curzon Street, London W1J 8PE</p> <p data-bbox="320 853 1508 931"><b>"Charged Assets"</b> means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them</p> <p data-bbox="320 960 1508 1016"><b>"Chargor"</b> means each and all of the Borrower, the General Partner and the Nominee</p> <p data-bbox="320 1046 1508 1102"><b>"Counterparty"</b> means the Original Counterparty or an Additional Counterparty</p> <p data-bbox="320 1131 1508 1209"><b>"Development Documents"</b> means any building contracts, sub-contracts, appointments, collateral warranties and other contracts entered into in favour of the Chargors in relation to the Property</p> <p data-bbox="320 1238 1508 1294"><b>"Event of Default"</b> means an event specified as such in Clause 16 (Default) of the Facility Agreement</p> <p data-bbox="320 1323 959 1352"><b>"Facility Agent"</b> means Barclays Bank PLC</p> <p data-bbox="320 1382 1508 1485"><b>"Facility Agreement"</b> means a facility agreement dated 9 March 2011 and made between amongst others the Borrower (1) and the Security Agent (2) and any agreement entered into under or supplemental to it or amending, restating or novating it</p> <p data-bbox="320 1514 1508 1671"><b>"Finance Document"</b> means (a) the Facility Agreement, and also (b) a Security Document, (c) the Subordination Agreement, (d) a Transfer Certificate, (e) a Duty of Care Agreement, (f) a Fee Letter, (g) any Hedging Agreement, (h) a Counterparty Accession Agreement (all as defined in the Facility Agreement), or (i) any other document designated as such by the Facility Agent and the Borrower</p> <p data-bbox="320 1700 1508 1778"><b>"Finance Party"</b> means a Lender, the Counterparty or an Agent and any other party designated in writing as a Finance Party from time to time by the Facility Agent and Borrower</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>"General Account" means the account in the name of the Borrower held with Barclays Bank PLC (or such other financial institution as may be approved by the Facility Agent from time to time) designated as such under the terms of the Facility Agreement</p> <p>"General Partner" means Domain Queens Road GP Limited a company incorporated in England and Wales with registered number 05931960 whose registered office is at Nightingale House, 65 Curzon Street, London W1J 8PE</p> <p>"Hedging Agreement" means any interest hedging agreement entered into by the Borrower with a Counterparty in connection with interest payable under the Facility Agreement, including any collateral support agreements.</p> <p>"Investments" means the existing or future interest of the relevant person in</p> <ul style="list-style-type: none"> <li>(a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and</li> <li>(b) any warrant or other right to acquire any such investment,</li> </ul> <p>in each case, including any income, offer, right or benefit in respect of any such investment</p> <p>"Lease Document" means:</p> <ul style="list-style-type: none"> <li>(a) an Agreement for Lease,</li> <li>(b) an Occupational Lease; or</li> <li>(c) any other document designated as such by the Facility Agent and the Borrower</li> </ul> <p>"Lender" means</p> <ul style="list-style-type: none"> <li>(a) an Original Lender, or</li> <li>(b) any person which becomes a Lender after the date of the Facility Agreement</li> </ul> <p>"Nominee" means Domain Queens Road Nominee Limited a company incorporated in England and Wales with registered number 05931976 whose registered office is at Nightingale House, 65 Curzon Street, London W1J 8PE</p> <p>"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject</p> <p>"Original Counterparty" means Barclays Bank PLC</p> <p>"Original Lender" means Barclays Bank PLC</p> <p>"Property" means the property details of which are set out in the Schedule below including all:</p> <ul style="list-style-type: none"> <li>(a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;</li> <li>(b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and</li> </ul> |

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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>(c) easements, access-rights, rights of way, wayleaves and rights attaching to it</p> <p><b>"Relevant Contracts"</b> means each and all of</p> <ul style="list-style-type: none"> <li>(a) the Development Documents,</li> <li>(b) each contract in respect of any disposal of any Charged Asset,</li> <li>(c) each Occupational Lease;</li> <li>(d) any managing agent's agreement, and</li> <li>(e) all other agreements, in which the Chargors have an interest,</li> </ul> <p>in each case, including any guarantees or sureties entered into in respect of them</p> <p><b>"Rent Account"</b> means the account in the name of the Borrower and designated as the rent account (as renewed, redesignated, replaced or renumbered from time to time)</p> <p><b>"Rental Income"</b> means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting of the Property, including each of the following amounts</p> <ul style="list-style-type: none"> <li>(a) rent, licence fees and equivalent amounts paid or payable,</li> <li>(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,</li> <li>(c) a sum equal to any apportionment of rent allowed in favour of any Chargor,</li> <li>(d) any other monies paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a Property including any fixture or fitting on a Property for display or advertisement, on licence or otherwise,</li> <li>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,</li> <li>(f) if such surrender or variation is permitted under the Facility Agreement and subject to any conditions required by the Facility Agent in connection with that permission, any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,</li> <li>(g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,</li> <li>(h) any Tenant Contributions, and</li> <li>(i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by any Chargor in connection with such changes, compensation or settlement</li> </ul> <p><b>"Tenant Contributions"</b> means any amount paid or payable to any Chargor by any tenant under a Lease Document or any other occupier of a Property, by way of</p> <ul style="list-style-type: none"> <li>(a) contribution to <ul style="list-style-type: none"> <li>(i) insurance premia,</li> <li>(ii) the cost of an insurance valuation,</li> </ul> </li> </ul> |



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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

- (iii) a service charge in respect of any Chargor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property, or
- (iv) a sinking fund,
- (b) value added tax or similar taxes

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 or any other Tax of a similar nature whether of the UK or elsewhere.

**The Schedule**  
**The Property**

Freehold land known as Domain Winchester (including Colebrook House and Parchment House) Queens Road, Winchester registered at the Land Registry under title numbers HP682667 and HP697257



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

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

**COMPANY NO. 5931960  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MARCH  
2011 AND CREATED BY DOMAIN QUEENS ROAD GP LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE CHARGORS 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 22 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES