

MG01

Particulars of a mortgage or charge

071399/10



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

You cannot use this for
particulars of a charge
company To do this, p
form MG01s

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COMPANIES HOUSE

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COMPANIES HOUSE

1

Company details

Company number

0 6 7 9 8 6 0 7

Company name in full

Capital & Counties CG 9 Limited

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

d3 d1 m1 m2 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

A supplemental legal mortgage between (1) Capital & Counties CG 9 Limited
and Capital & Counties CG Nominee 9 Limited (together the "**Chargors**" and
each a "**Chargor**") and (2) Nykredit Realkredit A/S (the "**Security
Trustee**") (the "**Supplemental Legal Mortgage**").

4

Amount secured

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

Amount secured

All present and future indebtedness, moneys,
obligations and liabilities of the Chargor to the
Bank under the Finance Documents (including the
Debenture and the Supplemental Legal Mortgage), in
whatever currency denominated, whether actual or
contingent and whether owed jointly or severally or
as principal or as surety or in some other
capacity, including any liability in respect of any
further advances made under the Finance Documents,
together with all Expenses and all interest under
Clause 2 3 (*Interest*) of the Debenture (together
the "**Secured Liabilities**").

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	Nykredit Realkredit A/S (the "Bank")	
Address	Kalvebod Brygge 4, 1780 Copenhagen V, Denmark	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>Legal Mortgage</p> <p>Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Finance Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property short particulars of which are specified in Schedule 1 of the Supplemental Legal Mortgage</p> <p><u>N.B. By reference to the Debenture, the Supplemental Legal Mortgage also contains the following provisions:</u></p> <p>Negative Pledge</p> <p>No Chargor shall create or extend or permit to arise or subsist any Security over the whole or any part of the Security Assets, except as expressly permitted by the terms of the Facilities Agreement or with the prior written consent of the Security Trustee.</p> <p>Restrictions on Disposals</p> <p>No Chargor shall enter into (or shall agree to) sell, factor, discount, transfer, assign, lease or otherwise dispose of the whole or any part of the Security Assets (whether in a single transaction or in a series of transactions whether related or not), except for any disposal in the ordinary course of trading of any Security Asset which is subject only to the floating charge created pursuant to Clause 4.1 of the Debenture, or except as expressly permitted by the terms of the Facilities Agreement or the Debenture.</p>	

MG01 - continuation page
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	1
Short particulars	<p>Schedule 1 of the Supplemental Legal Charge</p> <p>Freehold and Leasehold properties in England and Wales</p> <p>16 Henrietta Street, London WC2E 8QH (with title number NGL738669)</p> <p><u>DEFINITIONS AND INTERPRETATION</u></p> <p>In this Form MG01 the following expressions shall have the following meaning</p> <p>"CFPL": Capco Floral Place Limited (a company incorporated in England and Wales with Company No 04531119 whose registered office is at 15 Grosvenor Street, London W1K 4QZ);</p> <p>"Debenture": the Debenture dated 7 April 2009 and made between (1) the Obligors, (2) the Security Trustee, (3) the Swap Provider and (4) the Registration Guarantor in connection with the Facilities Agreement and the other Finance Documents;</p> <p>"Delegate" any person appointed by the Security Trustee or any Receiver pursuant to clause 12.2 (<i>Delegation</i>) of the Debenture and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate,</p> <p>"Expenses" all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the negotiation, preparation, execution, taking, holding or perfection of the Debenture (to the extent properly incurred) or otherwise in connection with the Security Assets or the Secured Liabilities or in protecting, preserving, defending or enforcing the security constituted by the Debenture and / or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Obligor under the terms of the Debenture) or by law in each case on a full indemnity basis,</p> <p>"Facilities Agreement" a facilities agreement made between (1) the Chargors, (2) the Partnership; (3) CFPL, (4) 34 Henrietta Street Limited and (5) the Lender dated 18 October 2007, as amended and restated on 6 April 2009, as amended and restated on 17 December 2009, as amended and restated on 5 March 2010 and as amended and restated on 28 February 2012;</p> <p>"Finance Documents": has the meaning given to it in the Facilities Agreement;</p> <p>"Lender": Nykredit Realkredit A/S (registered number 12719280 Copenhagen) of Kalvebod Brygge 4, 1780 Copenhagen V Denmark,</p> <p>"Obligors" (1) the Chargors, (2) the Partnership, and (3) CFPL;</p>	

MG01 - continuation page

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

2

Short particulars

"Partnership": Capital & Counties CGP 9 (registered under the Limited Partnerships Act 1907 with registered No. LP13410),

"Person" includes any person, firm, company, partnership, corporation or unincorporated body of persons or any state or government or any agency or delegate of them;

"Receiver". a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Security Assets;

"Registration Guarantor" Nykredit Bank A/S (registered number 10519608 Copenhagen) of Kalvebod Brygge 4, 1780 Copenhagen V Denmark;

"Secured Finance Parties": the Lender, the Security Trustee, the Swap Provider and the Registration Guarantor;

"Security": 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 Assets": all the assets of each Obligor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture, and

"Swap Provider" Nykredit Bank A/S (registered number 10519608 Copenhagen) of Kalvebod Brygge 4, 1780 Copenhagen V Denmark.

MG01

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

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 *CMS Cameron McKenna* X

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

CHFP025

03/11 Version 5.0

**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 THMC/MSE 102427 00019

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000

**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:

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included the original deed with this form
- ☒ [X] You have entered the date the charge was created
- ☒ [X] You have supplied the description of the instrument
- ☒ [X] You have given details of the amount secured by the mortgagee or chargee
- ☒ [X] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [X] You have entered the short particulars of all the property mortgaged or charged
- ☒ [X] You have signed the form
- ☒ [X] 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

PROFORMA

Company Number 06798607

Company Name Capital & Counties CG 9 Limited

Contact Name/ Organisation: Tom Macleod, CMS Cameron McKenna LLP.

Address Mitre House, 160 Aldersgate Street, London, EC1A 4DD

- The following details will need to be added, amended or deleted to the Form MG01 relating to a charge dated 31 December 2012 (the "Original Form")

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled
to the charge ☐

Short particulars of all the property
mortgaged or charged ☒

Date charge presented
(applies to MG09/LL MG09) ☐

Date of execution
(applies to MG09/LL MG09) ☐

Date and parties to the charge
(applies to MG09/LL MG09) ☐

Jurisdiction
(applies to MG09/LL MG09) ☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01) ☐

(Please give the instructions in the box below)

Currently, "Schedule 1 of the Supplemental Legal Charge" found on the continuation page to the "Short particulars of all the property mortgaged or charged" in the Original Form refers to the following property:

Schedule 1 of the Supplemental Legal Charge

Freehold and Leasehold properties in England and Wales

16 Henrietta Street, London WC2E 8QH (with title number NGL738669)

Please amend this reference so that it reads:

Schedule 1 of the Supplemental Legal Charge

Freehold and Leasehold properties in England and Wales

All that leasehold property known as 19-25 Long Acre and 28, 28a, 29 and 30 Floral Street and 5 Banbury Court registered at the Land Registry with title numbers NGL533401 and NGL533402



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6798607
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 31 DECEMBER 2012 AND CREATED BY
CAPITAL & COUNTIES CG 9 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
NYKREDIT REALKREDIT A/S (THE BANK) 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 7 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2013

Dx



Companies House



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