

# MG01

## Particulars of a mortgage or charge

V/ 001672/13



### 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 company. To do this, please use form MG01s.

FRIDAY



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18/12/2009

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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 CGP 9 LIMITED, as General Partner for the Partnership (as defined below) (the "**Beneficiary**")

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

d1 d7 m1 m2 y2 y0 y0 y9

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

BENEFICIARY UNDERTAKING dated 17 December 2009 and made between (1) the Beneficiary and (2) the Security Trustee (as defined below) (the "**Beneficiary Undertaking**").

"**Security Trustee**" means Nykredit Realkredit A/S of Kalvebod Brygge 1-3, 1780 Copenhagen V, Denmark as trustee and agent for the Secured Finance Parties.

4

### Amount secured

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

Amount secured

All present and future indebtedness, monies, obligations and liabilities of each Obligor (including the Beneficiary) to the Secured Finance Parties under the Finance Documents (including the Beneficiary Undertaking), 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 (together the "**Secured Obligations**").

**For all other definitions used in this Form MG01, Please see MG01 (C03) to this Form MG01.**

#### 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

Address

Kalvebod Brygge 1-3, 1780 Copenhagen V, Denmark

(being the Security Trustee as defined above)

Postcode

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

#### A. Overreaching

All the Beneficiary's rights in respect of the Trust Property which would be overreached pursuant to an enforcement of the relevant security constituted by the Debenture and/or the Supplemental Legal Mortgage or any other Supplemental Legal Mortgage entered into from time to time, without any reference to (and without any recourse to such Trust Property, the Security Trustee, any Secured Finance Party or any other party to the Debenture, the Supplemental Legal Mortgage or any other Supplemental Legal Mortgage entered into from time to time) the Beneficiary.

#### B. Undertakings

Beneficiary irrevocably undertook to the Security Trustee for so long as any Secured Obligations are owing to do any act reasonably required by the Security Trustee or the Nominee and the General Partner which is necessary to give the Nominee and the General Partner the bare legal title to the Trust Property and for the Nominee and the General Partner to be registered as proprietor of the real estate contained in the Trust Property at the Land Registry; and not to:

1. request or require the Nominee or the General Partner to transfer any of the Trust Property to the Beneficiary, other than as permitted by the Facility Agreement;
2. dissolve any trust created pursuant to any Declaration of Trust other than with the consent of the Security Trustee;
3. transfer its beneficial interest in the Trust Property other than as permitted by the Facility Agreement;
4. require any legal and/or beneficial interest or estate in the Trust Property to be sold or make any application or direction for or in relation to any such sale under Section 30 of the Law of Property Act 1925 or Section 11 or Section 14 of the Trusts of Land and Appointment of Trustees Act 1996 or otherwise, other than as permitted by the Facility Agreement;

For continuation of the short particulars, please see MG01 (C3) to this Form MG01.

# 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

N/A

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here.

Signature

Signature

X *ALLS Cameron McKenna LLP* X

*17/12/2009*

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

MG01

Particulars of a mortgage or charge

Please return via  
CH London Counter**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 ILAK/102427.00019 (22906863)

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Post town London

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:**

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

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)

# 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.

Short particulars

**continued from Form MG01. This is Form MG01 C3 Page 1 of 2.**

#### Continued: Undertakings:

5. give any direction to the Nominee or the General Partner, or otherwise require them to take any action, which would cause the Nominee or the General Partner to be in breach of any of their obligations under the Finance Documents;
6. if an Event of Default is continuing, give any direction to the Nominee or the General Partner pursuant to any Declaration of Trust or otherwise in relation to the management or application of any of the Trust Property; or
7. amend or waive any provision of any Declaration of Trust or give its consent to any departure by any of the parties to the Beneficiary Undertaking from its terms except in accordance with the terms of any Declaration of Trust or in accordance with the Facility Agreement.

#### DEFINITIONS AND INTERPRETATION

All defined terms and expressions used in this Form MG01 shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Facility Agreement, the Debenture and the Supplemental Legal Mortgage:

“**assets**” of any person shall include the undertaking, property, revenues, rights and assets (present and future) of whatsoever nature of such person;

“**Debenture**” means the Debenture dated 7 April 2009 and made between (i) the Obligors, (ii) the Security Trustee, (iii) the Swap Provider and (iv) the Registration Guarantor in connection with the Facility Agreement and the other Finance Documents;

“**Declaration of Trust**”: the declaration of trust to be dated 7 April 2009 between the Beneficiary, the Nominee and the General Partner;

“**Event of Default**”: has the meaning given to it in the Facilities Agreement;

“**Expenses**”: has the meaning given to it in the Debenture;

“**Facility Agreement**”: a facilities agreement made between (i) C&C Properties No.9 Limited as original borrower and (ii) the Lender dated 18 October 2007, as amended and restated on 6 April 2009 and further amended on 17 December 2009;

“**Finance Documents**”: has the meaning given to it in the Facility Agreement;

“**General Partner**”: the Beneficiary acting in its capacity as general partner for the Partnership;

“**Lender**”: Nykredit Realkredit A/S (registered number 12719280 Copenhagen) of Kalvebod Brygge 1-3, 1780 Copenhagen V Denmark;

**Please see MG01 (C3) Page 2 for continuation of the short particulars to this Form MG01.**

# 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.

Short particulars

**continued from Form MG01 (C3) Page 1. This is MG01 (C3) Page 2 of 2.**

#### DEFINITIONS continued:

**"Nominee"**: Capital & Counties CG Nominee 9 Limited (a company incorporated in England and Wales with Company No. 06798610 whose registered office is at 40 Broadway, London SW1H 0BU0);

**"Obligors"**: (i) the Beneficiary; (ii) the Partnership; (iii) Capco Floral Place Limited (a company incorporated in England and Wales with Company No. 04531119 whose registered office is at 40 Broadway, London SW1H 0BU0) and (iv) the Nominee;

**"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;

**"Registration Guarantor"**: Nykredit Bank A/S (registered number 10519608 Copenhagen) of Kalvebod Brygge 1-3, 1780 Copenhagen V, Denmark;

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

**"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;

**"Supplemental Legal Mortgage"**: the supplemental legal mortgage dated on [ ] December 2009 between (i) the Security Trustee, (ii) the General Partner and (iii) the Nominee;

**"Swap Provider"**: Nykredit Bank A/S (registered number 10519608 Copenhagen) of Kalvebod Brygge 1-3, 1780 Copenhagen V, Denmark; and

**"Trust Property"**: the assets, which the Nominee and the General Partner hold on trust for the Beneficiary pursuant to the Declaration of Trust.

#### **Interpretation**

All the provisions of clauses 1.2 to 1.10 (*General Definitions and Construction*) of the Beneficiary Undertaking, insofar as the context shall permit, apply to this Form MG01 as though they were set out in full herein except that references to "this Deed" therein are to be construed as references to the Beneficiary Undertaking or this Form MG01 as the case may be.



## **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. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A BENEFICIARY UNDERTAKING  
DATED 17 DECEMBER 2009 AND CREATED BY CAPITAL &  
COUNTIES CG 9 LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM EACH OBLIGOR (INCLUDING THE  
COMPANY AS GENERAL PARTNER FOR THE PARTNERSHIP) TO  
THE SECURED FINANCE PARTIES UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 18 DECEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER  
2009

*Handwritten:* 10/12/09



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES