

# MG01

## Particulars of a mortgage or charge



230154/13

**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  
particulars of a charge for  
company. To do this, please  
use form MG01s

THURSDAY



A29

\*A148JH3S\*

08/03/2012

COMPANIES HOUSE

#4

1

### Company details

Company number

0 7 0 9 8 9 4 6 ✓

Company name in full

EHI CV3 UK Limited as sole general partner and on behalf  
of Euroind Three C V

For official use

7

→ **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

00 01 00 03 02 00 01 02

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 Jersey law governed security interest agreement (securities -  
possession) dated 1 March 2012 (the **Agreement**) between, amongst others,  
EHIF Limited (with the authority of the sole beneficial owner of the  
Collateral (as defined below), EHI CV3 UK Limited as sole general partner  
and on behalf of Euroind Three C V) (the **Debtor**) and the Secured Party (as  
defined below).

4

### Amount secured

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

Amount secured

4  
0  
All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of or due by the Debtor to the Secured  
Party under or in respect of the guarantee and  
indemnity contained in clause 2.1 of the Agreement  
and the Debtor's other obligations and liabilities  
due under the Finance Documents and / or the  
Agreement (the **Secured Obligations**)

**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 Deutsche Pfandbriefbank AG (the Secured Party)

Address 30 St Mary Axe, 21st Floor

London

Postcode E C 3 A 8 B F

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

Please see continuation page

# 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 Allen & Overy LLP X

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

# MG01

## 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 PAUW (0066256-0000250)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX 73

Telephone 02030883367



### 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)

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p><b>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</b></p> <p><b>1. GUARANTEE</b></p> <p>1 1 The Debtor has irrevocably and unconditionally guaranteed to pay to the Secured Party on demand or discharge all obligations and liabilities (whether present or future, actual or contingent, joint or several or as principal, surety or in any other capacity) of, or due by, any Obligor to any Finance Party pursuant to the Finance Documents provided that</p> <p>(a) to the extent that any part of such obligations and liabilities were not guaranteed as set out above, whether by reason of any legal limitation or disability relating to any Obligor or otherwise, the Debtor has covenanted to pay or discharge such obligations and liabilities on an indemnity basis and/or as a primary obligor and the security interests granted under the Agreement stand as a security to the Secured Party for the primary obligations and liabilities of the Debtor contained in paragraph 2 1(a) of the Agreement,</p> <p>(b) the total amount recoverable under clause 2 1 of the Agreement shall not exceed the value from time to time of the Collateral, and</p> <p>(c) following the Secured Party's enforcement of the security created under the Agreement and the application of the proceeds in respect thereof in accordance with the Agreement and the Law, the Secured Party shall have no other claim against the assets of the Debtor in respect of its rights under the Agreement</p> <p>1 2 The Debtor agreed that, so long as any of the obligations and liabilities of any Obligor referred to in clause 2 1 of the Agreement remain outstanding or unpaid</p> <p>(a) it will not, except in such manner and upon such terms as the Secured Party may require, exercise any rights which it may at any time have</p> <p>(i) to be indemnified by any Obligor, or</p> <p>(ii) to claim any contribution from any other guarantor of any Obligors' obligations under the Finance Documents, or</p> <p>(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right or security of the Secured Party under the Finance Documents, and</p> <p>0066256-0000250 BK 19898846 3</p>	1

# MG01 - continuation page

## Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<div style="display: flex;"> <div style="flex: 1; padding-right: 10px;"> <p style="font-size: 2em; margin: 0;">T 975</p> </div> <div style="flex: 4;"> <div style="margin-bottom: 10px;"> <p>(b) it will promptly, upon receipt of the same, apply any monies received by it as a result of the exercise of any such rights in or towards the payment or discharge of the Secured Obligations</p> </div> <div style="margin-bottom: 10px;"> <p>1 3 The Debtor has acknowledged that it has been provided with, and has read, a copy of the Finance Documents</p> </div> <div style="margin-bottom: 10px;"> <p><b>2. CREATION OF SECURITY INTEREST</b></p> <p>As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Secured Party would have a <u>first priority security interest in the Collateral pursuant to the Law</u>, the Debtor has</p> </div> <div style="margin-bottom: 10px;"> <p>(a) assigned, transferred and/or otherwise made over to the Secured Party title to the Collateral, and</p> </div> <div style="margin-bottom: 10px;"> <p>(b) agreed that, to the extent that the Debtor shall not have perfected such assignment, transfer or making over of title to any Securities, the Secured Party would have possession of the certificates of title thereto</p> </div> <div style="margin-bottom: 10px;"> <p><b>3. COVENANTS</b></p> </div> <div style="margin-bottom: 10px;"> <p>3 1 The Debtor has covenanted and undertaken to the Secured Party that</p> </div> <div style="margin-bottom: 10px;"> <p>(a) it shall not, save with the prior written consent of the Secured Party</p> </div> <div style="margin-bottom: 10px;"> <p>(i) in any way, except as set out in the Agreement, sell or otherwise dispose of or create any Encumbrance over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof, or</p> </div> <div style="margin-bottom: 10px;"> <p>(ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Collateral or any part thereof, and</p> </div> <div style="margin-bottom: 10px;"> <p>(b) it will not do, or cause or permit to be done, anything which may adversely affect</p> </div> <div style="margin-bottom: 10px;"> <p>(i) the Collateral and the security interests created there under, or the value of any of them, or</p> </div> <div style="margin-bottom: 10px;"> <p>(ii) the rights or interests of the Secured Party under the Agreement including, without limitation, the ability of the Secured Party to exercise its rights and remedies under the Agreement and to preserve or enforce the security created under the Agreement</p> </div> </div> </div>	
	0066256-0000250 BK 19898846 3	2

# 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	<p>3 2 The Debtor has acknowledged that the covenants and undertakings given under clause 6 1 of the Agreement are continuing covenants and undertakings throughout the Security Period</p> <p>4. <b>INTERPRETATION</b></p> <p>In this Form MG01</p> <p><b>Accession Agreement</b> means a letter, substantially in the form of part 2 of schedule 5 (Forms of accession documents) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Additional Counterparty</b> means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement in accordance with subclause 29 9 (Additional Counterparties) of the Credit Agreement</p> <p><b>Additional Securities</b> means any shares of EHI Fund Germany Limited, a company incorporated under the laws of Jersey with registered number 86676 and having its registered office at 26 New Street, St Helier, Jersey, JE2 3RA issued to, transferred to or otherwise acquired by the Debtor after the date hereof</p> <p><b>Administrative Party</b> means an Arranger or the Facility Agent</p> <p><b>Arranger</b> means Deutsche Pfandbriefbank AG or Landesbank Hessen-Thüringen-Girozentrale</p> <p><b>Asset Manager</b> means an Initial Asset Manager or any other asset manager appointed by any of the Obligor in respect of the Properties in accordance with the Credit Agreement</p> <p><b>Borrower</b> means a company listed in schedule 1 (Original Parties and Properties) to the Credit Agreement</p> <p><b>Collateral</b> means the Securities and the Related Rights</p> <p><b>Company</b> means EHI CV3 UK Limited, a company incorporated under the laws of England and Wales with registration number 07098946</p> <p><b>Counterparty</b> means an Original Counterparty or an Additional Counterparty</p> <p><b>Credit Agreement</b> means the €300,000,000 credit agreement dated 29 February 2012 for certain members of the EHI group with Deutsche Pfandbriefbank AG as facility agent</p> <p><b>Duty of Care Agreement</b> means</p>	
	0066256-0000250 BK 19898846 3	3

# 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

- (a) a duty of care agreement between a Managing Agent, the relevant Borrowers and the Facility Agent in form and substance satisfactory to the Facility Agent, and
- (b) a duty of care agreement between an Asset Manager, certain of the Obligors and the Facility Agent in form and substance satisfactory to the Facility Agent

**Encumbrance** means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security

**Facility Agent** means Deutsche Pfandbriefbank AG

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement

**Finance Party** means a Lender, a Counterparty or an Administrative Party

**Finance Document** means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) any Hedging Arrangement,
- (d) a Subordination Agreement,
- (e) a Fee Letter,
- (f) a Duty of Care Agreement,
- (g) a Resignation Request,
- (h) a Transfer Certificate,
- (i) an Accession Agreement, or
- (j) any other document designated as such by the Facility Agent and the Company

**Guarantor** means a company listed in schedule 1 (Original Parties and Properties) to the Credit Agreement

0066256-0000250 BK 19898846 3

4





# 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

**Hedging Arrangement** means any interest hedging arrangement entered into by a Borrower in connection with interest payable under the Credit Agreement

**Initial Asset Manager** means each of

- (a) the Principal Asset Manager,
- (b) Valad France SAS,
- (c) Valad Germany GmbH, and
- (d) Valad Netherlands B V

**Initial Managing Agent** means

- (a) in respect of the Properties located in the Netherlands, TAGIS Property Management B V ,
- (b) in respect of the Properties located in France
  - (i) Perial Property Management,
  - (ii) Septime Paris,
  - (iii) Coretude Gestion,
  - (iv) L'Erable,
  - (v) Colliers UFG PM,
  - (vi) PG&A,
  - (vii) A2i, and
  - (viii) Picard Gestion Active, and
- (c) in respect of the Properties located in Germany
  - (i) Volkel Company Asset Management GmbH & Co KG,
  - (ii) Volkel Company Real Estate Management GmbH,
  - (iii) Sauter FM GmbH,
  - (iv) Procenter Immobilien – Management- und Center-Verwaltungs-GmbH,

0066256-0000250 BK 19898846 3

5



# 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	<p>(v) IDS Verwaltungsgesellschaft MBH, and</p> <p>(vi) RGM Gebäudemanagement GmbH</p> <p><b>Law</b> means the Security Interests (Jersey) Law 1983</p> <p><b>Lender</b> means</p> <p>(a) an Original Lender, or</p> <p>(b) any person which becomes a party to the Credit Agreement in accordance with subclause 29 2 (Assignments and transfers by Lenders) or subclause 31 2 (Replacement of a Defaulting Lender) of the Credit Agreement</p> <p><b>Managing Agent</b> means an Initial Managing Agent or any other managing agent appointed by a Borrower in respect of its Property in accordance with the Credit Agreement</p> <p><b>Obligor</b> means a Borrower or a Guarantor</p> <p><b>Original Counterparty</b> means Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse Aktiengesellschaft, Deutsche Pfandbriefbank AG or Landesbank Hessen-Thüringen-Girozentrale</p> <p><b>Original Lender</b> means a financial institution listed in schedule 1 (Original Parties and Properties) to the Credit Agreement</p> <p><b>Original Securities</b> means the shares specified in schedule 1 to the Agreement</p> <p><b>Principal Asset Manager</b> means The IO Group Limited</p> <p><b>Property</b> means each property listed in part 2 of schedule 1 (Original Parties and Properties) to the Credit Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Property</p> <p><b>Related Rights</b> means all rights of the Debtor derived from or connected to the Securities including, without limitation, any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise)</p> <p><b>Resignation Request</b> means a letter in the form of schedule 6 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Securities</b> means the Original Securities and any Additional Securities</p>	
	0066256-0000250 BK 19898846 3	6



# 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

**Security Agreement** means each security agreement referred to in part 1 of schedule 8 (Security Agreements) to the Credit Agreement

**Security Document** means

- (a) a Security Agreement,
- (b) a Subordinated Creditor's Security Agreement,
- (c) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or

any other document designated as such by the Facility Agent and the Company

**Security Interest** means any mortgage, land charge, pledge, lien, charge, assignment, hypothecation, priority notice or security interest or any other agreement or arrangement having a similar effect

**Security Period** means the period commencing on the date of the Agreement and ending on the date upon which the Secured Party has determined that all of the Secured Obligations have been irrevocably paid, performed and/or discharged in full

**Subordination Agreement** means a subordination agreement, substantially in the form of schedule 9 (Form of Subordination Agreement) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Subordinated Creditor** means

- (a) an Obligor, or
- (b) any other person who becomes a Subordinated Creditor in accordance with the Credit Agreement

**Subordinated Creditor's Security Agreement** means a document, in form and substance satisfactory to the Facility Agent, between a Subordinated Creditor and the Facility Agent or, as the case may be, the Finance Parties creating a Security Interest over Subordinated Debt

**Subordinated Debt**, in relation to a Subordinated Creditor, has the meaning given to it in the Subordination Agreement entered into by that Subordinated Creditor

**Transfer Certificate** means a certificate substantially in the form of part 1 of schedule 5 (Forms of accession documents) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

0066256-0000250 BK 19898846 3

7



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

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

**COMPANY NO. 7098946  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A JERSEY LAW GOVERNED  
SECURITY INTEREST AGREEMENT DATED 1 MARCH 2012 AND  
CREATED BY EHI CV3 UK LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
DEUTSCHE PFANDBRIEFBANK AG (THE SECURITY 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 8 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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