

MG01

Particulars of a mortgage or charge



213 V 045205

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
particulars of a charge
company. To do this
form MG01s

MONDAY



LD7

"L8Z06SMC"

21/03/2011

4

COMPANIES HOUSE

base

v uk

1

Company details

Company number 0 7 91 0 1 8 9 0

Company name in full CP Distribution Reading Limited (Chargor)

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 0 7 0 3 2 0 1 1

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 Security Agreement (Deed) between the Chargor, CP
Distribution 2 (GP) Limited in its capacity as general partner of CP
Distribution Fund 2 (Borrower), CP Distribution 2 (GP) Limited (General
Partner) and Abbey National Treasury Services plc (Lender) (as defined
below)

4

Amount secured

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

Amount secured

All monies and liabilities on or after the date of the Deed due,
owing or incurred by any Chargor to the Lender whatsoever,
in any manner and in any currency or currencies and whether
present or future, actual or contingent, whether incurred
solely or jointly with any other person and whether as
principal or surety, together with all interest accruing on such
monies and liabilities and all costs, charges and expenses
incurred by the Lender and including but not limited to
amounts incurred under the Finance Documents, except for
any obligation which, if it were included here, would
constitute unlawful financial assistance, or its equivalent in
any other jurisdiction (**Secured Obligations**)

Continuation page

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

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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	Abbey National Treasury Services plc (Lender)	
Address	2 Triton Square, Regents Place	
	London	
Postcode	N W 1 3 3 A N	
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	<p>1.1 Security Deed</p> <p>(a) The Deed is supplemental to the Security Deed</p> <p>(b) On and from the date of the Deed, the University Lease shall be deemed be a Relevant Agreement and all Rental Income payable under it shall form part of the Secured Assets for the purposes of the Security Deed</p> <p>(c) Clauses 2 (Covenant to pay), 4 9 (Small company moratorium), 5 (Continuing security), 6 (Negative Pledge), 7 (Restrictions on disposals), 8 (Further assurance), 11 2 (Leases), 13 (Security power of attorney), 14 (Enforcement of security) and 15 (Receiver) to 35 (Governing law) (inclusive) shall apply to the Deed, the Property and the realisation of the Security created under the Deed as if set out in the Deed in full but so that each reference in those clauses to the Deed shall be read as a reference to the Deed</p>	

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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 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 Adleshaw Goddard LLP

X

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

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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 **SALF/COLEC/KHANS/311298-579**

Company name **Addleshaw Goddard LLP**

Address **Box 500**

Companies House

21 Bloomsbury Street

Post town **London**

County/Region

Postcode

	W	C	1	B		3	X	D
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Country

DX **London**

Telephone



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

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(d) The Security Deed shall remain in full force and effect and all references in the Finance Documents to the Security Deed shall be to the Security Deed as amended and/or supplemented by the Deed

1.2 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into the Deed to the extent required for any purported disposition of any Secured Assets contained in the Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 Charging provisions

2.1 General

All Security created by the Chargor under clause 2 2 is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Asset,
- (d) granted in favour of the Lender, and
- (e) granted pursuant to clause 8 (Further assurance) of the Security Deed

2.2 Assignments

The Chargor assigns

- (a) all Rental Income in respect of the Property, and all other sums, payable under any Occupational Lease affecting the Property (including the University Lease) and to which it is a party, and
- (b) the University Lease

The Chargor shall remain liable to perform all its obligations under each such Occupational Lease and the University Lease

3 Notices of assignments and charges

The Chargor shall comply with its obligations under clause 10 1 (Relevant Agreements) of the Security Deed in respect of the University Lease

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Amount secured	<p>4 Finance Document</p> <p>The Deed is a Finance Document</p> <p>5 Counterparts</p> <p>The Deed or any Finance Document entered into under or in connection with the Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of the Deed or any such Finance Document entered into under or in connection with the Deed by e-mail attachment or telecopy shall be an effective mode of delivery.</p> <p>In this form, the following terms shall have the the following meanings</p> <p>Chargors means</p> <ul style="list-style-type: none"> (a) the General Partner as general partner of the Borrower and (b) the Nominee <p>Facility Agreement means the facility agreement between the Borrower, the Lender and others and dated 10 February 2010 under which the Lender agrees to make available to the Borrower the Development Facility, VAT Facility and the Investment Facility (each term as defined in the Facility Agreement)</p> <p>Occupational Lease means any occupational lease or licence to which the Property (or any part of the Property) is subject</p> <p>Relevant Agreement means</p> <ul style="list-style-type: none"> (a) each Hedging Agreement (b) each Partnership Document (c) each Property Acquisition Document (d) each Property Management Document (e) each Lease Document (f) the Construction Agreement (g) each Consultant's Appointment and (h) each other agreement designated as a Relevant Agreement by the Lender and any Chargor in writing <p>Rental Income has the meaning given to that term in the Facility Agreement</p>	

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Secured Assets means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, this Deed in favour of the Lender

Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Deed means the security deed dated 10 February 2010 made between the Chargors, the General Partner and the Lender

University Lease means the Occupational Lease dated 28 February 2011 granted by the Borrower and the Nominee (as landlords) in favour of the University of Reading (as tenant)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7101890
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 7 MARCH 2011 AND CREATED BY CP
DISTRIBUTION READING LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO
ABBEY NATIONAL TREASURY SERVICES PLC 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 21 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MARCH 2011

W/C



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES