

# MG01

## Particulars of a mortgage or charge



487357-13

### 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

WEDNESDAY



A17 18/07/2012 #156  
COMPANIES HOUSE

1

### Company details

Company number 0 7 3 1 6 4 5 7

Company name in full Bluebutton (5 Broadgate) UK Limited (the "Chargor")

For official use  
2  
→ Filing 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 9 0 7 2 0 1 2

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 legal charge (the "Legal Charge") granted by the Chargor in favour of The British Land Company  
PLC (Company Number 621920), a company incorporated in England as security agent on behalf  
of the Finance Parties (as defined in the Continuation Pages of Section 6 of this form MG01) (the  
"Security Agent")

4

### Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or  
contingent, whether owed jointly, severally or in any other capacity  
whatsoever and whether originally incurred by the Chargor or by  
some other person) of the Chargor and/or the Developer to the  
Finance Parties (or any of them) under each of the Finance  
Documents (the "Secured Obligations") (each capitalised term as  
defined in the Continuation Pages of 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 The British Land Company PLC  
Address York House, 45 Seymour Street, London

Postcode W 1 H 7 L X

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

In this section, references to Clauses and Schedules are to Clauses of and Schedules to the Legal Charge, unless otherwise specified. All capitalised terms are defined in the Continuation Pages of this Section 6.

The Continuation Pages to this Section 6 refer to covenants (including further assurances) by, and restrictions on the Chargor which protect and further define the charges created by the Legal Charge and which must be read as part of those charges.

Unless the context otherwise requires, a reference to a Secured Asset includes

- (a) any part of that Secured Asset,
- (b) any present and future assets of that type, and
- (c) all Related Rights relating to that Secured Asset

**PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED****1 Undertaking to pay**

The Chargor undertakes to pay all the Secured Obligations when due in accordance with the terms of the Finance Documents.

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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

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 *SS Bavin 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 JASP / CANB

Company name S J Berwin

Address 10 Queen Street Place

Post town London

County/Region Greater London

Postcode E C 4 R 1 B E

Country United Kingdom

Dx 255 Chancery Lane

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](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

#### 2 Security

##### 2 1 General

- (a) All the security created under the Legal Charge
  - (i) is created in favour of the Security Agent,
  - (ii) is security for the payment of all the Secured Obligations, and
  - (iii) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be charged or assigned without the consent of the party to that document
  - (i) the Chargor shall notify the Security Agent promptly,
  - (ii) until the consent is obtained, the Legal Charge will secure all amounts of any nature which the Chargor may now or in future receive under or in connection with that document but exclude rights under the document itself,
  - (iii) the Chargor shall use reasonable endeavours to obtain the consent of the relevant party to rights under that document being secured in accordance with the Legal Charge, and
  - (iv) the Chargor shall promptly supply the Security Agent with a copy of any consent obtained by it

##### 2 2 Land

The Chargor charges

- (a) by way of a first legal mortgage, all the Real Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Real Property, and
- (b) (to the extent that they are not the subject of a mortgage under sub-paragraph (a) above) by way of first fixed charge, all the Real Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Real Property

##### 2 3 Monetary Claims

The Chargor charges by way of a first fixed charge all the Monetary Claims

#### Covenants and Restrictions outlined in the Legal Charge

- 1 The Chargor shall not create or permit to subsist any Security over the Secured Assets other than pursuant to the Finance Documents

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## Particulars of a mortgage or charge

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Short particulars

- 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related to not and whether voluntary or involuntary) to sell, lease, transfer, assign or otherwise dispose of any of the Secured Assets, save as permitted by the Finance Documents
- 3 The Chargor shall comply in all respects with all laws and regulations relating to the Secured Assets in failure to do so would give rise to a Material Adverse Effect and with all obligations assumed by it in any agreement relating to any of the Secured Assets
- 4 The Chargor shall not take any action (or permit any action to be taken) which results or could result in any of its rights relating to any Secured Asset being impaired
- 5 The Chargor shall not do, nor shall permit to be done, anything which could prejudice the Security constituted or expressed to be constituted by the Legal Charge in any material respect
- 6
  - (a) The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
    - (i) to perfect the Security created or intended to be created under or evidenced by the Legal Charge which is, or is intended to be, the subject of the Transaction Security or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Legal Charge or by law, and/or
    - (ii) to facilitate the realisation of the assets which are, or are intended to be, subject to the Transaction Security
  - (b) The Chargor shall take all such action (including making all filings and registrations and payment of fees, stamp duty land tax, penalties and interest) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Legal Charge

#### Definitions

**"Developer"** means Bluebutton Property Management UK Limited (company number 7316419) a company incorporated in England and Wales whose registered office is at York House, 45 Seymour Street, London W1H 7LX

**"Facility Agreement"** means a loan facility agreement dated 30 July 2010 and made between, among others, the Chargor, the Developer and the Security Agent

**"Finance Documents"** means the Facility Agreement, any Hedging Document, any Hedging Counterpart Accession Letter, any Security Document, any Subordination Deed, any Fee Letter, any Transfer Certificate, any Assignment Agreement, any Utilisation Request, and any other document designated as such by the Agent and the Chargor (each as defined in the Facility Agreement)

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## Particulars of a mortgage or charge

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

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**"Finance Party"** means the Agent, the Arranger, the Hedging Counterparty (if applicable), a Lender or the Security Agent (each as defined in the Facility Agreement)

**"Lease"** means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all of part of the Real Property and any agreement for the grant of any of the foregoing

**"Material Adverse Effect"** has the meaning given to that term in the Facility Agreement

**"Monetary Claims"** means all book and other debts and monetary claims of any nature and however arising at any time in relation to the Real Property owing to the Chargor or in which the Chargor has an interest together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same

**"Real Property"** means

- (a) the property known as 5 Broadgate (formerly part 4 Broadgate and whole 6 Broadgate), London EC2 registered at Land Registry under title numbers EGL200065, NGL770378, EGL200064, AGL254634 and AGL254631 and including any merger into the reversion immediately expectant on the leasehold interests or any amalgamation of all of the title numbers,
- (b) any buildings, fixtures, fittings and fixed plant and machinery from time to time situated on or forming part of that property,
- (c) the benefit of any covenants of any for title given to any predecessor in title of the Chargor in respect of that property and any money paid in relation to those covenants,
- (d) all easements, rights and agreements in respect thereof,
- (e) all rights and benefits under any Leases in respect thereof, and
- (f) the benefit of all rights, securities and guarantees of any nature enjoyed or held in relation to such Leases

**"Related Rights"** means, as regards any Secured Asset, all present and future

- (a) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured Asset, and
- (b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of the Chargor's interest in or ownership or operation of the Secured Asset

**"Secured Assets"** means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by the Legal Charge

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

**"Security Document"** has the meaning given to that term in the Facility Agreement

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**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Security Documents





FILE COPY

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

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

COMPANY NO. 7316457  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 9 JULY  
2012 AND CREATED BY BLUEBUTTON (5 BROADGATE) UK  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY OR BY SOME OTHER PERSON OF  
THE COMPANY AND/OR THE DEVELOPER TO THE FINANCE  
PARTIES (OR ANY OF THEM) 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 18 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JULY 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES