MG01

Particulars of a mortgage or charge



	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 NO1 You cannot use this for particulars of a charge company To do this, pl form MG01s. LD5	*L182H5CI* 02/05/2012 #59 COMPANIES HOUSE
1	Company details	For official use
Company number	0 7 3 8 5 6 0 8	Filling in this form Please complete in typescript or in
Company name in full	Capco CG 2010 Limited (the Chargor)	bold black capitals All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	$\begin{bmatrix} d_2 & d_7 & M_0 & M_4 & M_2 & M_3 & M_4 \end{bmatrix}$	
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 security agreement dated 27 April 2012 between, ame Chargor and BNP Paribas, London Branch (the Facility trustee for the Finance Parties (as defined below)(the security of the Finance Parties) (as defined below) (the security of the Finance Parties)	Agent) as agent and
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if
Amount secured	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document (each as defined below) (the Secured Liabilities)	you need to enter more details
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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	BNP PARIBAS, LONDON BRANCH as Facility Agent	,			
Address	10 Harewood Avenue, London				
Postcode	N W 1 6 A A				
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			

MG01

Particulars of a mortgage or charge

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 N11 or discount

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)

Signature

Please sign the form here

Signature

Allen 4 Overy Lut

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

MG01

Particulars of a mortgage or charge

<u> </u>
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 BK ALTC/0010155-0001936
Company name ALLEN & OVERY LLP
Address One Bishops Square
Post town
County/Region LONDON
Postcode E 1 6 A D
Country United Kingdom
DX
Telephone 020 3088 3148
✓ 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

The company name and number match the information held on the public Register

You have included the original deed with this form

the mortgagee or chargee

person(s) entitled to the charge

property mortgaged or charged You have signed the form You have enclosed the correct fee

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

You have entered the short particulars of all the

You have given details of the mortgagee(s) or

following:

Important information

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

E 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

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

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed
 - (1) is created in favour of the Facility Agent,
 - (11) is created over present and future assets of the Chargor,
 - (111) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties
- (c) The security created under the Deed becomes, or will become, enforceable in accordance with Subclause 9 1 (Event of Default) of the Deed

1.2 Land

- (a) The Chargor has charged
 - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 1 (Real Property) to the Deed, and
 - (11) (to the extent that they are not the subject of a mortgage under sub-paragraph (1) of Subclause 2 2(a) (Land) of the Deed) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it
- (b) A reference in Subclause 2.2 (Land) of the Deed to a mortgage or charge of any freehold or leasehold property includes
 - (1) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (11) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Trust property

The Borrower has charged by way of first fixed charge all of its rights in the Trust Property and under the Property Trust Deed

1.4 Securities

(a) The Chargor has charged by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on

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MG01 – continuation page Particulars of a mortgage or charge

6	Short	particu	lars of all the property mortgaged or charged		
	Please	give the	short particulars of the property mortgaged or charged		
Short particulars		ıts bel	half		
	(b)	A reference in Subclause 2.4 (Securities) of the Deed to a mortgage or charge of ar share, debenture, bond or other security includes			
		(1)	any dividend or interest paid or payable in relation to it, and		
		(11)	any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise		
	1.5	Plant and machinery			
		The Chargor has charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession			
	1.6	Credit balances			
		The Chargor has charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or the Deed) it has with any person and the debt represented by it			
	1.7	Book debts etc.			
		The Chargor has charged by way of a first fixed charge			
		(a)	all of its book and other debts,		
		(b)	all other moneys due and owing to it, and		
		(c)	the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above of Subclause 2.7 (Book debts etc.) of the Deed		
	1.8	8 Insurances			
		The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption			
		(a)	all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and		
		(b)	all monies payable and all monies paid to it under or in respect of all such contracts of insurance		
	1.9	Hedging			
		The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements			

MG01 – continuation page

Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

1.10 Other contracts

The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- (a) under each Lease Document,
- (b) in respect of all Rental Income,
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document,
- (d) under each appointment of a Property Manager,
- (e) under the Partnership Agreement,
- (f) under each appointment of an Operator,
- (g) under the Property Trust Deed,
- (h) under any agreement relating to the purchase of a Property by the Chargor, and
- (1) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of Clause 2 (Creation of security) of the Deed

1.11 Miscellaneous

The Chargor has charged by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) of Subclause 2 11 (Miscellaneous) of the Deed, and
- (e) its uncalled capital

1.12 Floating charge

- (a) The Chargor has charged by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under Clause 2 (Creation of Security) of the Deed
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by the Chargor under Subclause 2 12 (Floating charge) of the Deed

MG01 – continuation page

Particulars of a mortgage or charge

6	

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Short particulars

into a fixed charge as regards any of the Chargor's assets specified in that notice, if

- (1) an Event of Default 1s outstanding, or
- (11) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by Subclause 2 12 (Floating charge) of the Deed may not be converted into a fixed charge solely by reason of
 - (1) the obtaining of a moratorium, or
 - (11) anything done with a view to obtaining a moratorium,

under Section 1A Insolvency Act 1986

- (d) The floating charge created by Subclause 2 12 (Floating charge) of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by Subclause 2 12 (Floating charge) of the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2. RESTRICTIONS ON DEALINGS

2.1 Security

Except as expressly permitted under the Credit Agreement, the Chargor has agreed that it may not create or permit to subsist any Security Interest on any Security Asset (except for the Security)

2.2 Disposals

Except as expressly permitted under the Credit Agreement, the Chargor has agreed that it may not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Deed

In this Form MG01

Additional Counterparty means a bank or financial institution which becomes a Counterparty by way of accession after the date of the Credit Agreement

Additional Guarantor means a Subsidiary of an Obligor which becomes a Guarantor by way of accession after the date of this Agreement

Additional Property means any real property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

Administrative Party means an Arranger or the Facility Agent

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property

Arranger means BNP Paribas, London Branch or HSBC Bank plc

Borrower means Capco CGP 2010 LP, registered in England and Wales under the Limited Partnership Act 1907 with registered number LP 14116 acting by Capco CG 2010 Limited as its general partner

Counterparty means an Original Counterparty or an Additional Counterparty

Counterparty Accession Agreement means a letter, substantially in the form of Part 4 of Schedule 5 (Forms of Accession Agreements) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

Credit Agreement means the £70,000,000 revolving credit facility dated 27 April 2012 between (among others) the Borrower and the Facility Agent

Duty of Care Agreement means

- (a) each duty of care agreement between a Property Manager, the Borrower and the Nominee and the Facility Agent, and
- (b) each duty of care agreement between an Operator, the General Partner and the Facility Agent

Event of Default means an event or circumstance specified as such in Clause 21 (Default) of the Credit Agreement

Facility means the credit facility made available under the Credit Agreement

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

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 Transfer Certificate,

MG01 - continuation page

Particulars of a mortgage or charge

6	

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Short particulars

- (h) a Guarantor Accession Agreement,
- (1) a Counterparty Accession Agreement,
- (1) a Resignation Request, or
- (k) any other document designated as such by the Facility Agent and the Borrower

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

General Partner means Capco CG 2010 Limited, registered in England and Wales number 07385608

Guarantor means an Original Guarantor or an Additional Guarantor

Guarantor Accession Agreement means a letter, substantially in the form of Part 3 of Schedule 5 (Forms of Accession Agreements) of the Credit Agreement, with such amendments as the Facility Agent and the Borrower may agree

Hedging Arrangement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower for the purpose of hedging interest payable under the Credit Agreement

Lease Document means

- (a) an Agreement for Lease,
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Facility Agent and the Borrower

Lender means

- (a) an Original Lender, or
- (b) any person which becomes a Party in accordance with Subclause 29 2 (Assignments and transfers by Lenders) of the Credit Agreement

Nominee means Capco CG 2010 Nominee Limited, registered in England and Wales with registered number 07386010

Obligor means the Borrower or a Guarantor

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject

Operator means any operator of the Borrower appointed by the General Partner in accordance with Subclause 19 19 (Operator) of the Credit Agreement

Original Counterparty means BNP Paribas or HSBC Bank plc

MG01 – continuation page

Particulars of a mortgage or charge

6

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Original Guarantor means the General Partner or the Nominee

Original Lender means BNP Paribas, London Branch or HSBC Bank plc

Original Limited Partner means

- (a) Capital & Counties CG (No 1) Limited registered in Jersey number 94115, or
- (b) Capital & Counties CG (No 2) Limited registered in Jersey number 81843

Original Property means each property listed in Part 3 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 Original Property

Partnership Agreement means the agreement dated 29 September 2010 between the General Partner and the Original Limited Partners and includes any amending documents relating thereto

Party means a party to the Credit Agreement

Property means an Original Property or an Additional Property

Property Manager means C&C Management Services Limited (registered in England and Wales under number 04252032) or any other property manager appointed by an Obligor in respect of a Property in accordance with Subclause 20 6 (Property Managers) of the Credit Agreement

Property Trust Deed means a trust deed entered into or to be entered into between the Borrower, the General Partner and the Nominee under which the General Partner and the Nominee hold legal title to one or more of the Properties

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, use or occupation of any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,

MG01 – continuation page

Particulars of a mortgage or charge

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- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,
- (h) any Tenant Contributions, and
- any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor

Resignation Request means a letter the form of Schedule 6 (Form of Resignation Request), with such amendments as the Facility Agent and the Borrower may agree

Security Agreement means a security agreement substantially in the form of Schedule 8 (Form of Security Agreement) to the Credit Agreement with such amendments as the Facility Agent and the Borrower may approve

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Security Document means

- (a) the Security Agreement,
- (b) a Shareholder's Security Agreement,
- (c) a Supplemental Security Agreement,
- (d) a Subordinated Creditor's Security Agreement,
- (e) 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
- (f) any other document designated as such by the Facility Agent and the Borrower

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

Shareholder means Capco Covent Garden Limited registered in England and Wales number 06451207

Shareholder's Security Agreement means a charge over the shares of the General Partner substantially in the form of Schedule 9 (Form of Shareholder's Security Agreement) to the Credit Agreement with such amendments as the Facility Agent and the Borrower may approve

Subordinated Creditor's Security Agreement means an assignment of subordinated debt substantially in the form of Schedule 11 (Form of Subordinated Creditor's Security Agreement) to the Credit Agreement with such amendments as the Facility Agent and the Borrower may approve or the Facility Agent may, as a result of a change in law or other circumstance, reasonably require

Subordination Agreement means a subordination agreement, substantially in the form of Schedule 10 (Form of Subordination Agreement) to the Credit Agreement with such amendments as the Facility

MG01 – continuation page

Particulars of a mortgage or charge

6

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Agent and the Borrower may approve or the Facility Agent may, as a result of a change in law or other circumstance, reasonably require

Subsidiary means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and
- (b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Supplemental Security Agreement means a supplemental security agreement substantially in the form of Schedule 12 (Form of Supplemental Security Agreement) to the Credit Agreement with such amendments as the Facility Agent and the Borrower may approve or the Facility Agent may, as a result of a change in law or other circumstance, reasonably require

Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of

- (a) contribution to
 - (1) insurance premia,
 - (11) the cost of an insurance valuation,
 - (iii) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property,
 - (iv) the estate service charge, or
 - (v) a sinking fund, or
- (b) value added tax or similar taxes

the Security means any security created by the Deed

Transfer Certificate means

- (a) for a transfer by assignment, assumption and release, a certificate, substantially in the form of Part 1 of Schedule 5 (Forms of Accession Agreements) to the Credit Agreement, and
- (b) for a transfer by novation, a certificate substantially in the form of Part 2 of Schedule 5 (Forms of Accession Agreements) to the Credit Agreement,

in each case with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower

Trust Property has the meaning given to it in each Property Trust Deed.

Utilisation Date means each date on which the Facility is utilised



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7385608 CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 27 APRIL 2012 AND CREATED BY CAPCO CG 2010 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE 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 2 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2012



