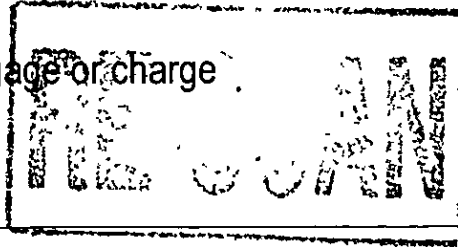


MG01

Particulars of a mortgage or charge



009073/13

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



A33 27/12/2012 #7  
COMPANIES HOUSE

**1 Company details**

Company number 0 8 0 2 5 6 9 5

Company name in full Northern & Shell Investments No 2 Limited

3 For official use

→ **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 ✓ d1 d8 m1 m2 y2 y0 y1 y2

**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 Debenture dated 18 December 2012 (the "Deed") between (1) Northern &  
Shell Investments No 2 Limited (as "Chargor"), (2) Richard Clive Desmond  
and (3) Barnett Waddingham Trustees Limited as Trustees of The Northern &  
Shell PLC Group Pension Scheme (the "Scheme") (together as "Chargee")

**4 Amount secured**

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

Amount secured All present and future liabilities and obligations  
of the Principal to the Chargee under the Facility  
Letter (whether actual or contingent and whether  
owed jointly or severally or as principal or as  
surety or in any other capacity whatsoever and  
whether or not the Chargee was the original  
creditor in respect thereof) including without  
limitation interest, commission, costs, charges and  
expenses charged by the Chargee at rates agreed by  
it and the Principal (the "Secured Liabilities")

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

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3-1-13

# 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	✓	Richard Clive Desmond
Address		60 The Bishops Avenue, London
Postcode		N 2 0 B E
Name	✓	Barnett Waddingham Trustees Limited as Trustees of the Scheme
Address		Chalfont Court, 5 Hill Avenue, Amersham, Buckinghamshire
Postcode		H P 6 5 B B

### 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

#### Part 1 - Particulars of the property mortgaged or charged

##### Charge

1 The charges contained in clause 4 1 of the Deed were given by the Chargor to the Chargee to secure the payment and discharge of the Secured Liabilities, and were given with full title guarantee The Chargor charged to the Chargee all its right, title and interest from time to time from the date of the Deed in each of the following assets

1 1 by way of legal mortgage all Land which is described in schedule 1 (if any) to the Deed and all other Land vested in the Chargor at the date of the Deed,

1 2 by way of fixed charge all other Land vested in the Chargor at the date of the Deed (to the extent not effectively charged by Clause 4 1 1) and all Land acquired by the Chargor after the date of the Deed, and

1 3 by way of fixed charge

- (a) the Securities,
- (b) the Intellectual Property,
- (c) the Monetary Claims,
- (d) the Fixed Plant and Equipment,
- (e) the Loose Plant and Equipment,
- (f) the Accounts,
- (g) the Insurances,

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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

(h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and

(i) its goodwill and uncalled capital at the date of the Deed and thereafter

2 Under clause 4 2 of the Deed, as continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged to the Chargee by way of first floating charge the whole of the Chargor's undertaking and assets, at the date of the Deed and thereafter and wherever situated, which were not for any reason effectively charged (whether in law or equity) by way of fixed security by the Deed, including, without limitation, any heritable property of the Chargor situated in Scotland

3 If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor holds it on trust for the Chargee

#### Restrictions

4 The Chargor undertook that it shall not, without the prior consent of the Chargee, at any time during the subsistence of the Deed, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Finance Documents

5 The Chargor undertook that it shall not, without the prior consent of the Chargee, at any time during the subsistence of the Deed sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until

5 1 the floating charge created by clause 4 2 of the Deed is converted into a fixed charge, or

5 2 the occurrence of an Event of Default,

the Chargor may hold, enjoy and deal with the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

#### Further Assurance

6 Under clause 7 1 of the Deed, the Chargor agreed, at its own expense, at any time when required by the Chargee, to execute and deliver to the Chargee

6 1 a valid legal mortgage of any Land owned by the Chargor at the date of the Deed or thereafter,

# 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

6 2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land belonging to the Chargor at the date of the Deed or thereafter,

6 3 a legal assignment or other fixed Security over all or any of the Charged Property,

6 4 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Chargee may require, and

6 5 a notice to any third party of any of the charges or assignments created by or pursuant to the Deed,

in each case, to the Chargee and in such form as the Chargee may reasonably require

7 Without prejudice to clause 7 1 of the Deed, the Chargor agreed at its own expense, at any time when required by the Chargee, to do and concur in all acts or things as the Chargee may deem necessary for the purpose of the perfection, protection or maintenance of any of the Security intended to be created by the Deed over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Chargee or any Receiver by the Deed

#### Part 2 - Definitions

"Account" means any account opened or maintained by the Chargor at any bank or financial institution,

"Charged Property" means all the assets and undertaking of the Chargor which from time to time from the date of the Deed are, or purport to be, the subject of the security created in favour of the Chargee by or pursuant to the Deed,

"Event of Default" means an event of default under the Facility Letter,

"Facility Letter" means the facility letter dated the date of the Deed between (1) the Principal and (2) the Chargee,

"Finance Documents" means the Deed, the Facility Letter and any document designated as a Finance Document by the Principal and the Chargee,

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is at the time of the Deed or at any time thereafter directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

"Fixtures" means all things of any kind now or at any time affixed to Land for any purpose, including, without limitation, trade and tenants

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>fixtures,</p> <p>"Insurances" means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy,</p> <p>"Intellectual Property" means any of the following in which the Chargor has an interest</p> <p>(a) any registered intellectual property right in any territory or jurisdiction including without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,</p> <p>(b) any invention, copyright, design right or performance right,</p> <p>(c) any trade secrets, know-how and confidential information, and</p> <p>(d) the benefit of any agreement or licence for the use of any such right,</p> <p>"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland,</p> <p>"Loose Plant and Equipment" means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Deed or at any time thereafter owned by the Chargor as a capital asset which is not Fixed Plant and Equipment,</p> <p>"Monetary Claims" means all book and other debts and monetary claims at the date of the Deed or thereafter owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,</p> <p>"Principal" means Northern &amp; Shell Media Group Limited a company registered in England and Wales with number 04086466 whose registered office is at Northern &amp; Shell Building, 10 Lower Thames Street, London EC3R 6EN,</p> <p>"Receiver" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p>"Related Rights" means in relation to any Charged Property</p> <p>(a) the proceeds of sale of any part of that Charged Property,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,</p>	

# 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

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and

(d) any moneys and proceeds paid or payable in respect of that Charged Property,

"Securities" means all the right, title and interest of the Chargor, at the date of the Deed or thereafter, in any

(a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,

(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person,

(c) units or other interests in any unit trust or collective investment scheme, and

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

#### The Land described in Schedule 1 to the Deed is as follows

Land and Buildings on the east side of Westferry Road, Isle of Dogs and known as the Daily Telegraph Print Works (Leasehold) - Title Number EGL176954,

Island Site of the Seaman's Institute and Rest, West Ferry Road (Freehold) - Title Number EGL238635;

Millwall Dock Hotel, 233 West Ferry Road, London (Freehold) - Title Number EGL238634,

229 West Ferry Road and the Site of 231 West Ferry Road, Millwall, London (Freehold) - Title Number LN77206,

227A, 227B and 227C West Ferry Road, Millwall, London (Freehold) - Title Number LN143508,

227 West Ferry Road, Poplar, London (Freehold) - Title Number LN217390,

40 and 40a Havannah Street, land in Alpha Grove, Timothys and Burneys Wharves, 219 and 227 West Ferry Road (Freehold) - Title Number LN143229, and

Silex Works, Millwall, London (Freehold) - Title Number LN157131

# 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 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 Rosenblatt / 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 Robert Black

Company name Rosenblatt Solicitors

Address 9-13 St Andrew Street

Post town London

County/Region

Postcode E C 4 A 3 A F

Country

DX DX 493 London/Chancery Lane

Telephone 020 7955 0880



### 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)





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

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

**COMPANY NO. 8025695  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 18  
DECEMBER 2012 AND CREATED BY NORTHERN & SHELL  
INVESTMENTS NO.2 LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO RICHARD  
CLIVE DESMOND AND BARNETT WADDINGHAM TRUSTEES  
LIMITED AS TRUSTEES OF THE SCHEME 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 27 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013

**THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 14-1-13**

DX



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



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

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

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COMPANIES ACT 2006 ON THE 27 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY  
2013

(DX)



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**