

# OS MG01

## Particulars of a mortgage or charge by an overseas company



140819/13

### 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  
by an overseas company

✗ **What this form is NOT for**  
You cannot use this form  
overseas company which  
registered at Companies

THURSDAY



L10 \*L5LTTW70\* 28/07/2011 65  
COMPANIES HOUSE

### 1 Overseas company details

Company number ① F C 0 2 7 7 8 3

Company name in full  
as registered in the UK Ivybridge GP1 Limited

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 \*

① Please add the company number prefix  
(FC, SF or NF). For further information,  
please refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 2 Date of creation of charge

Date of creation d1 d8 m0 m7 y2 y0 y1 y1

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc

Description Debenture (the "Debenture")

### 4 Amount secured

Please give us details of the amount secured by the charge

Amount secured All monies, obligations and liabilities which shall from time to time  
(and whether on or at any time after any demand or judgment) be  
due, owing or incurred from the Borrower to any Finance Party  
pursuant to any of the Finance Documents whether actually or  
contingently and whether solely or jointly with any other person and  
in whatever style or name and whether as principal or surety (the  
"Liabilities")

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

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## Mortgagee(s) or person(s) entitled to the charge

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	DEKABANK DEUTSCHE GIROZENTRALE (the "Bank")
Address	76 01 01 - 10, Mainzer Landstraße 16
	60325 Frankfurt am Main
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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## Short particulars of all the property charged

Please give the short particulars of the property charged

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

Short particulars	<p>1 By way of legal mortgage any freehold or leasehold property now vested in each Chargor</p> <p>2 By way of fixed charge each of the following including all rights of enforcement of the same</p> <ul style="list-style-type: none"><li>(a) each Chargor's interest in any freehold or leasehold property acquired after the date of the Debenture;</li><li>(b) each Chargor's interest in the Relevant Contracts,</li><li>(c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of any Charged Property and all guarantees and warranties in respect of any of them;</li><li>(d) all easements, licences and other rights relating to any Charged Property in which each Chargor has an interest,</li><li>(e) any accounts (in either case in respect of which a Finance Party maintains control) of that Chargor maintained from time to time with the Security Trustee or any other Finance Party and the debts represented by them,</li><li>(f) the Investments,</li><li>(g) if applicable each Chargor's uncalled capital,</li><li>(h) each Chargor's goodwill, and</li></ul> <p>all Related Rights in respect of the above above (unless such Related Rights are otherwise effectively assigned under paragraph 3 below).</p> <p>(please see continuation page)</p>
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## Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

Please see section 6

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it

### Continuation page

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

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## Particulars as to commission, allowance or discount

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

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## Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge

In the case of a charge created outside the United Kingdom (UK) within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK

Certified copies of any other documents relevant to the charge should also be delivered

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## Signature

Please sign the form here

Signature

Signature

X *Berwin Heighton Partners 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 Alexandra Cooke (27292.10)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



## 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 company number prefix
- ☐ You have included a certified copy of the deed (if any) 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 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 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 charge.

Make cheques or postal orders payable to 'Companies House'.



## Where to send

You may return this form to any Companies House address.

### England and Wales.

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

### 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)

### 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 by an overseas company

6	<b>Short particulars of all the property charged</b>	
	Please give the short particulars of the property charged	
Short particulars	<p>3. By way of security assignment each of the following including all rights of enforcement of the same.</p> <ul style="list-style-type: none"> <li>(a) the Rents present and future;</li> <li>(b) the Disposal Proceeds,</li> <li>(c) all book debts and other debts and all other monies due and owing to each Chargor;</li> <li>(d) all rights, interests and all monies payable to each Chargor under any Insurance Policies,</li> <li>(e) the benefit of the copyright and similar rights vested in each Chargor from time to time in connection with any Charged Property;</li> <li>(f) all causes of action and other rights and remedies in which each Chargor has an interest from time to time;</li> <li>(g) the benefit of any monies paid or payable to each Chargor by way of compensation, endowment, gift, grant or otherwise,</li> <li>(h) each Chargor's interest in any VAT recoveries, and</li> <li>(i) all Related Rights in respect of the above.</li> </ul> <p>4 By way of floating charge all of each Chargor's assets, property and undertaking both present and future</p> <p><b>NOTES:</b></p> <p>1 The Debenture provides the charges created under the Debenture expressed to be:</p> <ul style="list-style-type: none"> <li>(a) fixed charges, shall only apply to the extent that they create fixed security, and</li> <li>(b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Debenture</li> </ul> <p>2. The Debenture provides that the Security Trustee may convert any floating charge created by the Debenture into a fixed charge on the giving of notice if,</p> <ul style="list-style-type: none"> <li>(a) an Event of Default is continuing, or</li> </ul> <p>the Security Trustee considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process</p> <p>3. The Debenture provides that any floating charge created by the Debenture will automatically convert into a fixed charge with immediate effect if:</p> <ul style="list-style-type: none"> <li>(a) any Chargor creates or attempts to create any Security Interest (other than Permitted Security, as defined in the Facility Agreement) over any Charged Assets,</li> <li>(b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of any Chargor over all or any part of its assets, or if such person is appointed,</li> <li>(c) any other floating charge over any of the Charged Assets crystallises, or</li> </ul> <p>in any other circumstances prescribed by law</p> <p>4 The Debenture provides that each Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Trustee</p> <ul style="list-style-type: none"> <li>(a) such further additional mortgages, charges, assignments, transfers and conveyances, and</li> <li>(b) such assurances, deeds, documents, acts and things,</li> </ul> <p>as the Security Trustee may reasonably require to perfect or protect the security created by the Debenture and/or to facilitate or effect any dealing with the Charged Assets in connection with the Debenture.</p> <p>(please see continuation page)</p>	

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### Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

5. The Debenture provides that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from a Chargor and in that Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise

6. The Debenture provides that where two or more persons purport to create a Security Interest over a Charged Asset under the Debenture then:

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset, and
- (c) each person shall be deemed to have confirmed the Security Interest granted by the others.

7 The Debenture provides that each Chargor shall not create or permit to subsist any Security Interest over any of the Charged Assets save for Permitted Security Interests (as defined in the Facility Agreement)

8 The Debenture provides that each Chargor shall not sell, lease, transfer or otherwise dispose of any Charged Asset.

9 Where the company which is filing this form is a general partner in a Limited Partnership, this form is filed by the company both on its own behalf and in its capacity as general partner of that Limited Partnership.

10 The Debenture contains or incorporates the following definitions:

**"Administrative Parties"** means each and all of the Arrangers, the Agent and the Security Trustee.

**"Agent"** means **DEKABANK DEUTSCHE GIROZENTRALE** as agent for the Finance Parties.

**"Arrangers"** means **DEKABANK DEUTSCHE GIROZENTRALE** and **ING REAL ESTATE FINANCE (UK) B.V.** as the mandated arrangers of the facility granted by the Facility Agreement.

**"Borrower"** means Strandbrook Limited registered in England and Wales with number 06278422) whose registered office is at Berkeley Square House, Berkeley Square, London W1J 6DD

**"Charged Assets"** means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them.

**"Charged Property"** means any freehold or leasehold property from time to time charged pursuant to the Debenture.

**"Chargors"** means Capelle Properties Limited, Coastcourt Limited, Mayweald Limited, Trainview Limited, Lanemeadow Limited, Ivybridge GP1 Limited, Ivybridge GP2 Limited, The Ivybridge Investments Limited Partnership (acting by its general partners Ivybridge GP1 Limited and Ivybridge GP2 Limited), Ivybridge T1 Limited, Ivybridge T2 Limited and Ivybridge Holdco No 2 Limited.

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Please give the short particulars of the property charged

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**"Disposal Proceeds"** means all capital monies or other sums or other consideration paid or payable in respect of the disposal of a Chargor's interest in all or any part of any freehold or leasehold property owned by that Chargor.

**"Event of Default"** means any event or circumstance specified in Clause 24 of the Facility Agreement

**"Facility Agreement"** means a facility agreement dated 14 July 2011 and made between amongst others the Security Trustee (1) and the Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

**"Finance Document"** means the Facility Agreement, and also each Security Document, the Fees Letter, the Commitment Fee Letter, the Subordination Agreement, any Duty of Care Agreement, any Asset Management Duty of Care Agreement, the Utilisation Request, each Transfer Certificate (each as defined in the Facility Agreement) and any other document so designated in writing by both the Borrower and the Agent

**"Finance Party"** means each of the Administrative Parties and the Lenders.

**"Insurance Policy"** means any policy of insurance in which each Chargor may from time to time have an interest

**"Investments"** means the existing or future interest of a Chargor in:

- (a) any stocks, shares, bonds, partnership interests, units or any form of loan or other capital of or in any legal entity including shares in any company opposite which a Chargor is specified as a member in the Schedule (*Investments*), and
  - (b) any warrant or other right to acquire any such investment,
- in each case, including any income, offer, right or benefit in respect of any such investment

**"Lender"** means

- (a) any Original Lender; and
  - (b) any person which has become a Party (as defined in the Facility Agreement) in accordance with Clause 25 of the Facility Agreement,
- which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

**"Limited Partnership"** means The Ivybridge Investments Limited Partnership (acting by its general partners Ivybridge GP1 Limited and Ivybridge GP2 Limited).

**"Original Lenders"** means **DEKABANK DEUTSCHE GIROZENTRALE** and **ING REAL ESTATE FINANCE (UK) B.V.**

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
  - (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
  - (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
  - (d) all monies and proceeds paid or payable in respect of that asset,
- (including all rights against any trustee, nominee, fiduciary or clearing system)

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Please give the short particulars of the property charged

Short particulars

**"Relevant Contracts"** means each and all of the following both present and future.

- (a) each contract in respect of any disposal of any Charged Asset, and
- (b) all other agreements, in which a Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them.

**"Rent"** means all sums paid or payable to or for the benefit of a Chargor arising from the letting, use or occupation of all or any part of any freehold or leasehold property vested in that Chargor.

**"Security Interest"** means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset

**"Security Trustee"** means **DEKABANK DEUTSCHE GIROZENTRALE** as security trustee for the Finance Parties.

**"VAT"** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

### The Schedule Investments

#### Member

Capelle Properties Limited  
Coastcourt Limited  
Mayweald Limited  
Trainview Limited  
Mayweald Limited

#### Company

Coastcourt Limited  
Mayweald Limited  
Trainview Limited  
Lanemeadow Limited  
Rentlane Limited



FILE COPY

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

**Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009**

COMPANY NO. FC27783  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 JULY 2011  
AND CREATED BY IVYBRIDGE GP1 LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER  
TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO THE OVERSEAS COMPANIES (EXECUTION OF  
DOCUMENTS AND REGISTRATION OF CHARGES)  
REGULATIONS 2009 ON THE 28 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 AUGUST 2011



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES