

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



IRIS
LASERFORM

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
created by an LLP in England and
Wales or Northern Ireland



What this form is NOT for

You cannot use this form to r
particulars of a mortgage or c
for a Scottish LLP
To do this, please use form
LL MG01s

THURSDAY



A11 26/08/2010 339
COMPANIES HOUSE

1

LLP details

LLP number

O C 3 0 1 5 4 0

LLP name in full

KPMG LLP

(the **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

d1 d0 m0 m8 y2 y0 y1 y0

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 10 August 2010 between, amongst others, the
Chargor and the Security Agent (as defined below) (the **Deed**)

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 and whether owed jointly or severally or in any other
capacity whatsoever) of the Chargor any Finance Party under each
Finance Document to which the Chargor is a party, except for any
obligation which, if it were so included, would result in the Deed
contravening Sections 678 or 679 of the Companies Act 2006 (the
Secured Liabilities)

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

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 Royal Bank of Scotland plc (the **Security Agent**)

Address The Royal Bank of Scotland Group, 280 Bishopgate,
London

Postcode E C 2 M 4 R B

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

Please see the attached continuation sheet

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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 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. 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

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. 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 property situated in another part of UK

9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP (25/08/2010) 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 John Coburn

Company name Allen & Overy LLP

Address 40 Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 D U

Country London

DX

Telephone 020 3088 4343



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales:

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

For LLPs 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 LLPs 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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed

- (i) is created in favour of the Security Agent,
- (ii) is created over present and future assets of each of the Chargor and KPMG Properties,
- (iii) is security for the payment 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) If the rights of any of the Chargor or KPMG Properties under a document cannot be secured without the consent of a party to that document

- (i) the Chargor or KPMG Properties (if relevant) must notify the Security Agent promptly,
- (ii) this Security will secure all amounts which the Chargor or KPMG Properties (if relevant) may receive, or has received, under that document but exclude the document itself, and
- (iii) unless the Security Agent otherwise requires, the Chargor or KPMG Properties (if relevant) must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed

(c) The Security Agent holds the benefit of the Deed on trust for the Finance Parties

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Please give the short particulars of the property mortgaged or charged

Short particulars

1.2 Land

(a) Each of the Chargor and KPMG Properties charges by way of a first legal mortgage all its estate or interest in Real Property, including

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and KPMG Properties in respect of that property or any moneys paid or payable in respect of those covenants

2. RESTRICTIONS ON DEALINGS

Neither the Chargor nor KPMG Properties shall

- (a) create or permit to subsist any Security on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement

3. WHEN SECURITY BECOMES ENFORCEABLE

3.1 Enforcement Event

The Security will become immediately enforceable if an Enforcement Event is outstanding

3.2 Discretion

After the Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

3.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by the Deed, will be immediately exercisable at any time after the Security has become enforceable

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In this Form MG01:

Agent means The Royal Bank of Scotland plc as agent of the other Finance Parties

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (Ancillary Facilities) of the Credit Agreement

Ancillary Lender means each Lender which makes available an Ancillary Facility in accordance with clause 6 (Ancillary Facilities) of the Credit Agreement

Arrangers means Barclays Bank PLC, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or together) and each of the Arrangers an **Arranger**

Borrowers mean the Chargor, KPMG Holdings PLC and KPMG Audit PLC and each of the Borrowers a **Borrower**

Commitments means

(a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "Commitment" in schedule 1 (The Original Lenders) of the Credit Agreement and the amount of any other Commitment transferred to it under the Credit Agreement, and

(b) in relation to any other Lender, the amount in Sterling of any Commitment transferred to it under the Credit Agreement,

to the extent not cancelled, reduced or transferred by it under the Credit Agreement

Credit Agreement means the £400,000,000 credit agreement dated on or about the date of the Deed between (among others) the Chargor and the Security Agent

Enforcement Event means an Event of Default which has resulted in the Agent exercising its rights under clause 23 14 (Acceleration) of the Credit Agreement

Event of Default means any event or circumstance specified as such in clause 23 (Events of Default) of the Credit Agreement

Fee Letter means any letter or letters dated on or about the date of the Credit Agreement between, as the case may be, the Arranger and the Parent, any Original Lender and the Parent, the Agent and the Parent, the Security Agent and the Parent or an Ancillary Lender and a Borrower setting out any of the fees referred to in clause 12 (Fees) of the Credit Agreement

Facility means the revolving credit facility made available under the Credit Agreement as described in clause 2 (The Facility) of the Credit Agreement

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Finance Document means the Credit Agreement, any Ancillary Document, any Fee Letter, any Security Document and any other document designated as such by the Agent and the Parent</p> <p>Finance Party means the Agent, the Security Agent, the Arranger, a Lender or an Ancillary Lender and together the Finance Parties</p> <p>KPMG Properties means KPMG CW Properties Limited</p> <p>Lenders means</p> <p style="padding-left: 40px;">(a) any Original Lender, and</p> <p style="padding-left: 40px;">(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 24 (Changes to the Lenders) of the Credit Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement Each of the Lenders a Lender</p> <p>Loans means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan</p> <p>Majority Lenders means (a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 662/3% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 662/3% of the Total Commitments immediately prior to the reduction), or (b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 662/3% of all the Loans then outstanding</p> <p>Original Lenders means Barclays Bank PLC, Lloyds TSB Bank plc, The Royal Bank of Scotland plc, Clydesdale Bank PLC, Cooperatieve Centrale Raiffeisen – Boerenleenbank B A and Santander UK PLC as lenders and each of the Original Lenders an Original Lender</p>	

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Short particulars

Parent means the Chargor

Party means a party to the Credit Agreement

Property means the property known as 15 Canada Square (West) (Parcel DS-3W), Canary Wharf, London E14 including the buildings constructed on it, each and every part of it, all buildings, fixtures (including trade fixtures), fixed plant and machinery, furnishings, fittings, equipment, decorations and other structures and all easements and rights attaching to it

Real Property means (a) the leasehold interest in 15 Canada Square being registered at the Land Registry under Title Number EGL555908 in the name of the Chargor, and (b) the leasehold interest in 15 Canada Square being registered at the Land Registry under Title Number EGL555909 in the name of KPMG Properties

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

Security Agreement means the Deed

Security Asset means all assets of the Chargor and KPMG Properties the subject of any security created by the Deed

Security Document means the Security Agreement, a fixed charge and any other security document designated as such by the Security Agent and the Parent

Sterling or £ means the lawful currency for the time being of the United Kingdom

Total Commitments means the aggregate of the Commitments, being £400,000,000 at the date of the Credit Agreement



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

**LLP NO. OC301540
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 10
AUGUST 2010 AND CREATED BY KPMG LLP FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP 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 AS APPLIED TO THE
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 26
AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES