

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 NOT for**
You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s



A11 28/02/2012 #173
COMPANIES HOUSE

1 Company details		For official use
Company number	0 6 4 5 1 1 8 9	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Capco Group Treasury Limited (the Chargor)	
2 Date of creation of charge		
Date of creation	d2 d3 m0 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	A subordinated creditor's security agreement dated [] February 2012 between the Chargor and the Facility Agent (as defined below) as agent and trustee for the Finance Parties (as defined below) relating to The Covent Garden Portfolio (the Deed)	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
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 term as defined below) (the Secured Liabilities)	

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

NameBNP Paribas, London Branch (the **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

Short particulars

Please see continuation sheets

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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 <ul style="list-style-type: none">- 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 X Allen & Overy 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 NRC/0010155-0001846/BK19712863

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 3717

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 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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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

- (i) is created in favour of the Facility Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) 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 becomes enforceable if it becomes enforceable in accordance with Subclause 6 (When security becomes enforceable) of the Deed

1.2 Subordinated Debt

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

- (a) in respect of the Subordinated Debt, and
- (b) under each Subordinated Document

2. RESTRICTIONS ON DEALINGS

The Chargor has agreed that it may not

- (a) create or allow to subsist any Security Interest (other than the Deed) on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

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

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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

Administrative Party means an Arranger or the Facility Agent

Arranger means BNP Paribas, London Branch or HSBC Bank plc

Borrower means Capital & Counties CGP (registered in England and Wales under the Limited Partnership Act 1907 with registered number LP 11496 acting by its general partner Capital & Counties CG Limited (registered in England and Wales number 05860223))

Counterparty means an Original Counterparty or an Additional Counterparty

Counterparty Accession Agreement means a letter, substantially in the form of Part 3 of Schedule 5 (Forms of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

Credit Agreement means the £300,000,000 credit agreement dated 28 October 2011 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 Facility Agent, and
- (b) each duty of care agreement between an Operator, the Borrower and the Facility Agent

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,

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- (e) a Fee Letter,
- (f) a Duty of Care Agreement,
- (g) a Transfer Certificate,
- (h) a Counterparty Accession Agreement, or
- (i) 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 Capital & Counties CG Limited (Registered in England and Wales number 05860223)

Guarantor the General Partner or the Nominee

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

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

Liability means any present or future liability (actual or contingent), together with

- (a) any permitted novation, deferral or extension of that liability,
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise,
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise, and

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- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings

Limited Partner means

- (a) an Original Limited Partner, or
- (b) a person that becomes a Limited Partner in accordance with Subclause 29 10 (Additional Limited Partners) of the Credit Agreement

Nominee means Capital & Counties CG Nominee Limited (registered in England and Wales number 05860230)

Obligor means the Borrower or a Guarantor

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

- (a) BNP Paribas,
- (b) HSBC Bank plc,
- (c) Deutsche Pfandbriefbank A G ,
- (d) Lloyds TSB Bank plc,
- (e) Abbey National Treasury Services plc, or
- (f) Bayerische Landesbank

Original Lender means

- (a) BNP Paribas, London Branch,
- (b) HSBC Bank plc,
- (c) Deutsche Pfandbriefbank A G , London Branch
- (d) Lloyds TSB Bank plc,
- (e) Abbey National Treasury Services plc, or
- (f) Bayerische Landesbank, London Branch

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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) of the Credit Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Original Property

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

Security means any security created by the Deed

Security Agreement means a security agreement substantially in the form of Schedule 7 (Form of Security Agreement) of the Credit Agreement with such amendments as the Facility Agent and the Borrower may approve

Security Asset 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

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Short particulars	<p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>Shareholder's Security Agreement means a charge over the shares of the General Partner substantially in the form of Schedule 8 (Form of Shareholder's Security Agreement) of the Credit Agreement with such amendments as the Facility Agent and the Borrower may approve</p> <p>Subordinated Creditor means</p> <ul style="list-style-type: none"> (a) a Limited Partner, or (b) any other person who becomes a Subordinated Creditor in accordance with the Credit Agreement <p>Subordinated Creditor's Security Agreement means an assignment of subordinated debt substantially in the form of Schedule 10 (Form of Subordinated Creditor's Security Agreement) of 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</p> <p>Subordinated Debt means all Liabilities payable or owing by the Borrower to the Subordinated Creditor</p> <p>Subordinated Document means any document evidencing or recording the terms of any Subordinated Debt</p> <p>Subordination Agreement means the Subordination Agreement entered into by the Chargor, the Borrower and the Facility Agent</p> <p>Supplemental Security Agreement means a supplemental security agreement substantially in the form of Schedule 11 (Form of Supplemental Security Agreement) of 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</p> <p>Transfer Certificate means</p> <ul style="list-style-type: none"> (a) for a transfer by assignment, assumption and release, a certificate, substantially in the form of Part 1 of Schedule 5 (Forms of Transfer Certificate) of the Credit Agreement, and (b) for a transfer by novation, a certificate substantially in the form of Part 2 of Schedule 5 (Forms of Transfer Certificate) of the Credit Agreement,

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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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6451189

CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUBORDINATED CREDITOR'S
SECURITY AGREEMENT DATED 23 FEBRUARY 2012 AND
CREATED BY CAPCO GROUP TREASURY 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 28 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

