

MG01

Particulars of a mortgage or charge

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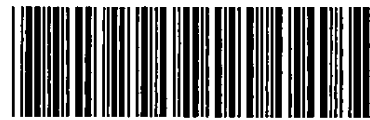


A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **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 on a
company. To do this, use
form MG01s

WEDNESDAY



LD5 02/05/2012 #62
COMPANIES HOUSE

ase
uk

1	Company details	2	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 d7 m0 m4 y2 y0 y1 y2

3	Description
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' A subordinated creditor's security agreement dated 27 April 2012 between, among others, the Chargor and BNP Paribas, London Branch (the Facility Agent) as agent and trustee for the Finance Parties (as defined below) (the Deed)

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge 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)	

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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

Short particulars

Please see continuation sheets

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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

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 has 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 must 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

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

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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

Administrative Party means an Arranger or the Facility Agent

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

Company means the Borrower, the General Partner or the Nominee

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) of 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

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,
- (h) a Guarantor Accession Agreement,
- (i) a Counterparty Accession Agreement,

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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

(j) 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), 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

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

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

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 BNP Paribas or HSBC Bank plc

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

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Short particulars of all the property mortgaged or charged

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Short particulars

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

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 means any security created by the Deed

Security Agreement means a security agreement substantially in the form of Schedule 8 (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

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

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) of the Credit Agreement with such amendments as the Facility Agent and the Borrower may approve

Subordinated Creditor means

- (a) a Limited Partner,
- (b) the Chargor, or

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Short particulars

- (c) any other person who becomes a Subordinated Creditor in accordance with the Credit Agreement

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) 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

Subordinated Debt means all Liabilities payable or owing by each Company to the Subordinated Creditor

Subordinated Document means any document evidencing or recording the terms of any Subordinated Debt

Subordination Agreement means the Subordination Agreement entered into by, among others, the Chargor, the Companies and the Facility Agent

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) 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

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) 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 Accession Agreements) of 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

Utilisation Date means each date on which the Facility is utilised

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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 (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 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 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 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



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. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUBORDINATED CREDITORS
SECURITY AGREEMENT DATED 27 APRIL 2012 AND CREATED
BY CAPCO GROUP TREASURY LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY FINANCE PARTY TO BNP PARIBAS LONDON BRANCH AS
FACILITY AGENT ON ANY ACCOUNT WHATSOEVER 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

2



Companies House
— for the record —



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