

MG01

Particulars of a mortgage or charge



18/01/13

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
particulars of a charge for a
company. To do this, please
use form MG01s

THURSDAY



LD5 29/09/2011 19
COMPANIES HOUSE

1	Company details	208 For official use
Company number	00471606	→ 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	Ravenseft Properties Limited (the "Company")	
2	Date of creation of charge	
Date of creation	d2 d8 m0 m9 y2 y0 y1 y1	
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	Mortgage between, the Company and Deutsche Trustee Company Limited (as "Obligor Security Trustee") (the "Mortgage")	
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 capacity whatsoever) of the Company to any Obligor Secured Creditor under each Obligor Transaction Document to which the Company is a party (the "Secured Obligations")	

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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 Deutsche Trustee Company Limited

Address Winchester House

1 Great Winchester Steet, London

Postcode E C 2 N 2 D 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

The Company agreed to charge with full title guarantee in favour of the Obligor Security Trustee, as continuing security for the payment and discharge of the Secured Obligations, by way of first ranking legal mortgage, the properties known as the Freehold land being St Johns Centre, Lancaster Road and land and buildings on the north east side of Bishopgate, Preston registered at the Land Registry with title number LAN119555

DEFINITIONS

In this form MG01

"Account Bank" means Lloyds TSB Bank plc, acting in such capacity through its office at Bailey Drive, Gillingham Business Park, Gillingham, Kent, ME8 0LS, or such other entity or entities appointed as account bank from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement

"Account Bank and Cash Management Agreement" means the account bank and cash management agreement dated on or about the Exchange Date and entered into, amongst others, the Issuer, the Account Bank, the Cash Manager, the Servicer, the Obligor Security Trustee and the Note Trustee

"ACF Agreement" means the Initial ACF Agreement or a Further ACF Agreement

"Additional Mortgaged Property" means a Nominated Eligible Property which has become part of the Estate following the satisfaction of the relevant conditions set out in the Common Terms Agreement

"Additional Obligor" means each nominated Eligible Obligor which has executed an Obligor Accession Deed and Tax Accession Deed, immediately following the countersignature of that deed by the Obligor Security Trustee and the Note Trustee

"Beneficiary Undertaking" means a deed so entitled whereby certain undertakings are given to, among others, the Obligor Security Trustee in respect of a Mortgaged Property

Please see 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 (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 Nabavio LLP 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 AA/JWD/MAS/R0001/12664/62815640

Company name NABARRO LLP

Address Lacon House

84 Theobald's Road

Post town London

County/Region

Postcode W C 1 X 8 R W

Country

DX DX77 Chancery Lane London

Telephone 02075246000

**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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Cash Manager" means Land Securities (Finance) Limited in its capacity as cash manager for, amongst others, the Issuer, or such other entity or entities appointed as cash manager from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement

"Common Terms Agreement" means a common terms agreement dated 3 November 2004 between, amongst others, the Obligor Security Trustee, Land Securities Capital Markets PLC and the Note Trustee,

"Creditor Accession Deed" means a deed executed pursuant to the Common Terms Agreement

"Eligible Obligor" means (a) a company which is resident for tax purposes in the United Kingdom and incorporated in England and Wales, Scotland or Jersey, or (b) any other entity established under the laws of England and Wales or Scotland and resident for tax purposes in the United Kingdom in respect of which (1) legal (including as to insolvency and security) opinions satisfactory to the Rating Agencies can (on the basis of applicable laws and the interpretation thereof) be given in respect of, among other things, its ownership (were it to be an Obligor) of Mortgaged Properties and (2) a tax opinion (or tax opinions) satisfactory to the Rating Agencies can be given to the Obligor Security Trustee, the Note Trustee and the Dealers addressing relevant tax issues arising from the introduction into the Security Group of such proposed Obligor and its intended activities, (c) any company or other entity incorporated or established in an Approved Jurisdiction and tax-resident in that same Approved Jurisdiction, or (d) any limited liability partnership established under the Limited Liability Partnerships Act 2000 which is managed in an Approved Jurisdiction

"Exchange Date" means 3 November 2004

"FinCo" means LS Property Finance Company Limited, a private limited company incorporated under the laws of England and Wales with registered number 5163698 and whose registered office is at 5 Strand, London WC2N 5AF

"Further ACF Provider" means each person who executes a Creditor Accession Deed in such capacity (provided that such deed is countersigned by the Obligor Security Trustee)

"Initial ACF Agreement" means the authorised credit facilities agreement to be dated on or about the Exchange Date and entered into between, among others, FinCo and the Initial ACF Providers

"Initial ACF Providers" means the providers of lending facilities under the Initial ACF Agreement and

"Initial ACF Provider" means any one of them

"Initial Standard Securities" means each first ranking standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Property substantially in the form set out in Schedule 6 to the Security Trust and Intercreditor Deed, to be entered into on or about the Exchange Date

"Initial Swap Counterparties" means those parties specified as such in Schedule 1 (*Parties*) to the Common Terms Agreement

"Intercompany Loan Agreement" means the intercompany loan agreement dated on or about the Exchange Date and entered into between, *inter alios*, the Issuer, FinCo and the Note Trustee

"Issuer" means Land Securities Capital Markets PLC, a public company with limited liability incorporated under the laws of England and Wales with registered number 5193511 and whose registered office is at 5 Strand, London WC2N 5AF

"Liquidity Facility" means the facility granted under a Liquidity Facility Agreement

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Short particulars	<p>"Liquidity Facility Agreement" means an agreement which has been designated as such pursuant to Clause 8 (<i>Liquidity Facility Agreements</i>) of the Common Terms Agreement</p> <p>"Mortgaged Properties" means, at any time, Original Mortgaged Properties, Additional Mortgaged Properties and Post-Division Properties which in each case are not Released Properties (and excluding Undivided Properties which have been split into Post-Division Properties)</p> <p>"Note Trustee" means Deutsche Trustee Company Limited</p> <p>"Obligor Accession Deed" means a deed in the form of Schedule 9 (<i>Obligor Accession Deed</i>) of the Common Terms Agreement</p> <p>"Obligor Floating Charge Agreement" means the floating charge agreement to be dated on or about the Exchange Date and entered into between the Issuer, the Obligor Security Trustee, the Note Trustee and the Obligors</p> <p>"Obligor Security Documents" means</p> <ul style="list-style-type: none"> (a) the Security Trust and Intercreditor Deed, (b) any supplemental mortgage executed pursuant to the Security Trust and Intercreditor Deed, (c) any Obligor Accession Deed, (d) the Initial Standard Securities, (e) any Supplemental Standard Securities, (f) the Obligor Floating Charge Agreement, (g) the Trust Declarations, (h) the Beneficiary Undertakings, and (i) any other document or instrument granted in favour of the Obligor Security Trustee (on behalf of the Obligor Secured Creditors) creating or evidencing the security for all or any part of the Secured Obligations <p>"Obligor Secured Creditors" at any time means</p> <ul style="list-style-type: none"> (a) the Obligor Security Trustee (for itself and for and on behalf of the other Obligor Secured Creditors), (b) the Issuer, (c) the Note Trustee as assignee by way of security of the Issuer's rights under the Obligor Transaction Documents and in respect of its indemnification rights against the Obligors under the Obligor Floating Charge Agreement, (d) the Initial ACF Providers, (e) the Initial Swap Counterparties, (f) the Account Bank, (g) any Receiver appointed under the Security Trust and Intercreditor Deed and the Obligor Floating Charge Agreement, (h) any Further ACF Provider, (i) any Replacement Cash Manager, (j) any Replacement Servicer, (k) any Liquidity Facility Provider, and (l) any Swap Counterparty other than an Initial Swap Counterparty, <p>and in the case of (h) to (l) above, to the extent that it is party (either as at the Exchange Date or by way of accession pursuant to the its execution of a Creditor Accession Deed and the countersignature by the Obligor Security Trustee of the same) to the Common Terms Agreement and the Security Trust and Intercreditor Deed and remains as a party thereto at the relevant time</p> <p>"Obligor Floating Charge Agreement" means the floating charge agreement to be dated on or about the Exchange Date and entered into between, amongst others, the Issuer, the Obligor Security Trustee and the Note Trustee</p>	

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Short particulars

"Obligor Transaction Documents" means each or any of (a) the Common Terms Agreement, (b) the Swap Agreements, (c) any Liquidity Facility Agreements, (d) the Intercompany Loan Agreement, (e) the ACF Agreements, (f) the Obligor Security Documents, (g) the Account Bank and Cash Management Agreement, (h) the Tax Deed of Covenant, (i) the Reorganisation Documents, (j) the Servicing Agreement, and (k) any other agreement, instrument or deed designated as such by the Obligors and the Obligor Security Trustee

"Obligors" means the original obligors which were party to the Common Terms Agreement, as defined therein, together with any Additional Obligor (and each an **"Obligor"**) and excludes any Released Obligor

"Original Mortgaged Properties" means the Real Property constituting the Estate as at the Exchange Date, as listed in Schedule 2 (*Original Mortgaged Properties*) to the Security Trust and Intercreditor Deed

"Post-Division Properties" bears the meaning given to such term in Clause 3.4 (*Division of Mortgaged Properties*) of the Common Terms Agreement

"Property Release" means, in respect of any Mortgaged Property, a deed, agreement or other document (which will in each case be in a form that shall have been agreed between the Obligor and the Obligor Security Trustee) that, upon the due execution thereof by the Obligor Security Trustee and, in the case of Mortgaged Properties located in a jurisdiction other than England, Wales or Scotland, the completion of such other formalities as may be required in that jurisdiction, will be effective to release or re-convey to the relevant Obligor the entire security interest in respect of such Mortgaged Property held by the Obligor Security Trustee (for itself and on behalf of the other Obligor Secured Creditors) under the Obligor Transaction Documents

"Released Obligor" means, at any time, an entity that (prior to that time) was an Obligor but in respect of which the Obligor Security Trustee has executed the documents referred to in Clause 2.2.5 (*Effect of Execution*) of the Common Terms Agreement

"Released Property" means a property which is no longer part of the Estate following the execution of a Property Release in respect of such property by the Obligor Security Trustee in accordance with the Common Terms Agreement

"Reorganisation Documents" means all the agreements and instruments, entered into on or about the Exchange Date or to be entered into on or about the Exchange Date, which effect or relate to the transfer of shares or assets between members of the Land Securities Group

"Servicer" means Land Securities Properties Limited in its capacity as servicer to the Security Group or such other entity or entities appointed as servicer from time to time, subject to and in accordance with the terms of the Servicing Agreement

"Servicing Agreement" means the servicing agreement dated on or about the Exchange Date between, among others, Land Securities PLC and LSP

"Supplemental Standard Securities" means each first ranking standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Property substantially in the form set out in Schedule 6 (*Form of Standard Security*) to the Security Trust and Intercreditor Deed, to be entered into after the Exchange Date,

"Swap Agreement" means an agreement between an Obligor and a Swap Counterparty for the purpose of effecting one or more Swap Transactions

"Swap Counterparties" means the Initial Swap Counterparties and any other swap counterparty with which any Obligor enters into any Swap Agreement, and **"Swap Counterparty"** means any one of them

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"Swap Transaction" means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate agreement, interest rate or currency or future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined similar agreement or any derivative transaction protecting against fluctuations in any interest rate or currency price or inflation

"Tax Deed Accession Deed" means a deed substantially in the form of Schedule 7 (*Tax Deed Accession Deed*) of the Common Terms Agreement

"Trust Declaration" means a deed whereby two Trustees of Land which are Obligors declare a trust in respect of a Mortgaged Property in favour of another Obligor

"Trust Deed" means the trust deed dated on or about the Exchange Date and entered into between the Issuer and the Note Trustee

"Trustee of Land" means a person appointed, jointly with one or more other persons, as a trustee of



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 471606
CHARGE NO. 208**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 28
SEPTEMBER 2011 AND CREATED BY RAVENSEFT PROPERTIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY OBLIGOR SECURED
CREDITOR 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
29 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 OCTOBER 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES