

223371/13

# MG01

## Particulars of a mortgage or charge



ir<sup>is</sup>  
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  
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  
a company. To do this, please  
use form MG01s

TUESDAY



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\*LQO2UIQ3\*

30/03/2010

292

COMPANIES HOUSE

1

### Company details

1 6

Company number

0 0 8 7 0 8 6 1

Company name in full

Warner Estate Holdings Plc (the **Chargor**)

1/6

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

d2 d6 m0 m3 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 document dated 26th March 2010 between the **Chargor** and the  
Lender (as defined below) (the **Security Document**)

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 each Obligor to the Lender under any  
Finance Document, except for any obligation or  
liability which, if it were so included, would  
result in the Security Document contravening any  
law (including section 678 or section 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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## 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Barclays Bank Plc		
Address	5 The North Colonnade		
	Canary Wharf		
Postcode	E 1 4 4 B 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see continuation sheets		

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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 866)</p> <p>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 870). 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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X Allen &amp; Overy LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## 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 Sarah Whitehouse

Company name Allen & Overy LLP

Address 40 Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 D U

Country United Kingdom

DX

Telephone 020 3088 0000



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 As security for payment of the Secured Liabilities the Chargor charges by way of a first equitable mortgage
  - (a) all the Shares, and
  - (b) all Related Rights
- 2 The Chargor has agreed that
  - 2.1 Before this Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Security Assets
  - 2.2 Before this Security becomes enforceable, if any Security Assets have been registered in the name of the Lender or its nominee, the Lender (or its nominee) must exercise the voting rights, powers and other rights in respect of the Security Assets in the manner in which the Chargor may direct in writing. The Lender (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose
  - 2.3 Before this Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Security Assets must be paid to the Chargor. To achieve this
    - (a) the Lender or its nominee must promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor, or
    - (b) if payment is made directly to the Lender (or its nominee) before this Security becomes enforceable, the Lender (or that nominee) must promptly pay that amount to the Chargor
  - 2.4 Before this Security becomes enforceable, the Lender must use its reasonable endeavours to forward promptly to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Security Assets
  - 2.5 After this Security has become enforceable, the Lender or its nominee may exercise or refrain from exercising
    - (a) any voting rights, and
    - (b) any other powers or rights which may be exercised by the legal or beneficial owner of any Security Assets, any person who is the holder of any Security Assets or otherwise,  
  
in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor
  - 2.6 If any Security Asset remains registered in the name of the Chargor, the Chargor irrevocably appoints the Lender or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after this Security has become enforceable

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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

2 7 The Chargor must indemnify the Lender against any loss or liability incurred by the Lender as a direct or indirect consequence of the Lender acting in respect of the Security Assets at the direction of the Chargor

3 The Chargor has agreed that it may not

(a) create or permit to subsist any Security Interest on any Security Asset, or

(b) sell, transfer, or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement

4 The Chargor has agreed that it may not

(a) take or allow the taking of any action on its behalf which may result in the rights attaching to any Security Assets being altered or further shares in the Subject Company being issued

5 In this form MG01

**Additional Guarantor** has the meaning given in the Credit Agreement

**Company** means Warner Estate Property Limited

**Credit Agreement** means the £62,314,368 credit agreement dated on or about the date of the Security Document between (among others) the Chargor, the Company and the Lender

**Finance Document** has the meaning given in the Credit Agreement

**Guarantor** means an Original Guarantor or an Additional Guarantor

**Lender** means Barclays Bank Plc

**Obligor** means the Company or a Guarantor

**Original Guarantor** has the meaning given in the Credit Agreement

**Related Rights** means

(a) any dividend, interest or other distribution paid or payable in relation to any Shares, and

(b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**Security** means any Security Interest created, evidenced or conferred by or under the Security Document

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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

**Security Assets** means all assets of the Chargor the subject of any security created by the Security Document

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

**Shares** means 40,000,000 ordinary shares in Warner Estate Property Limited

**Subject Company** means Warner Estate Property Limited



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

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

**COMPANY NO. 870816  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DOCUMENT DATED 26  
MARCH 2010 AND CREATED BY WARNER ESTATE HOLDINGS  
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM EACH OBLIGOR TO BARCLAYS BANK PLC 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 30 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2010



*Companies House*  
— for the record —

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES