

MR01

Particulars of a charge

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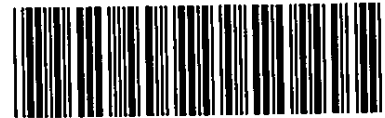
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

FRIDAY



L317BG21

LD2

10/10/2014

#116

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 03196199

Company name in full BLUECO LIMITED

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 Charge creation date

Charge creation date 03/10/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name DEUTSCHE TRUSTEE COMPANY LIMITED ✓

Name LAND SECURITIES CAPITAL MARKETS PLC ✓

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

FIXED AND FLOATING CHARGE OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE, INCLUDING GOODWILL, UNCALLED CAPITAL, FIXED PLANT AND MACHINERY.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Nabam LCP* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name AA/RMW/R0001/13124

Company name Nabarro LLP

Address 125 London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A L

Country

DX DX77 Chancery Lane London

Telephone 0207524 6000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3196199

Charge code: 0319 6199 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2014 and created by BLUECO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th October 2014

Given at Companies House, Cardiff on 15th October 2014



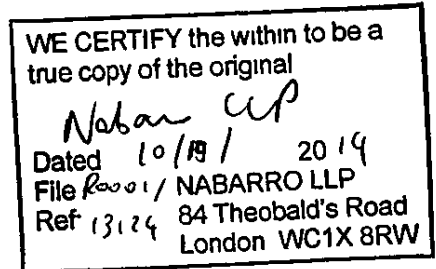
Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

OBLIGOR ACCESSION DEED

DATE 3 OCTOBER 2014



PARTIES

- (1) Blueco Limited (the "**Additional Obligor**"),
- (2) Land Securities PLC (the "**Principal Obligor**"),
- (3) Deutsche Trustee Company Limited, as the **Obligor Security Trustee**,
- (4) Deutsche Trustee Company Limited, as the **Note Trustee**, and
- (5) Land Securities Capital Markets PLC, as **Issuer**

NOW THIS OBLIGOR ACCESSION DEED WITNESSES AS FOLLOWS

RECITALS

- (A) The Additional Obligor has agreed to accede to the terms of the Common Terms Agreement dated 3 November 2004 between, among others, the Obligor Security Trustee and Land Securities Capital Markets PLC (the "**Common Terms Agreement**"), the Security Trust and Intercreditor Deed, the Account Bank and Cash Management Agreement, the Servicing Agreement, the Land Securities Intra-Group Funding Deed, the Obligor Floating Charge Agreement and any other Obligor Transaction Document (other than the Tax Deed of Covenant) to which all of the Obligors are party (together, the "**Relevant Obligor Accession Documents**")
- (B) The Issuer will, on the date hereof, advance one thousand pounds (£1,000) to the Additional Obligor by way of subordinated loan and the Obligor acknowledges receipt of the same

1. INTERPRETATION

Unless otherwise defined herein or the context otherwise requires, terms defined in Schedule 12 (*Master Definitions Schedule*) of the Common Terms Agreement shall have the same meanings when used herein and the principles of interpretation set out in Schedule 12 (*Master Definitions Schedule*) shall apply in the construction hereof

2. REPRESENTATION AND WARRANTY

The Additional Obligor hereby represents and warrants that its board of directors has concluded that such Additional Obligor's accession to the Obligor Transaction Documents pursuant to this deed and the entering into the transaction contemplated by the Obligor Transaction Documents

would benefit the Additional Obligor in carrying on its business and would be in the best commercial interests of such Additional Obligor

3. ACCESSION

In consideration of the Additional Obligor being accepted and treated as an Obligor and the loan of one thousand pounds (£1,000) as aforesaid, as from the date of this deed the Additional Obligor

- 3 1 accedes to each Relevant Obligor Accession Document as an Obligor, and
- 3 2 undertakes to perform, comply with and be bound by all of the provisions of each of the Relevant Obligor Accession Documents (as the same may have been or may be amended, varied or restated from time to time) in its capacity as an Obligor thereunder, as if it had been an original party to each such document,
- 3 3 hereby creates and grants
 - 3 3 1 to the Obligor Security Trustee, as if the Additional Obligor had been an original party to the Security Trust and Intercreditor Deed and the other Obligor Security Documents in the capacity of an Obligor, the security created by each of the Obligors and granted by such Obligors to the Obligor Security Trustee under the Obligor Security Documents (including, without limitation, security created by way of assignment and security created by way of charge (whether fixed or floating), in each case including legal and equitable assignments and charges), and
 - 3 3 2 to the Issuer, as if the Additional Obligor had been an original party to the Obligor Floating Charge Agreement in the capacity of an Obligor, the security created by each of the Obligors and granted by such Obligors to the Issuer under the Obligor Floating Charge Agreement, and
- 3 4 appoints the Principal Obligor as its agent for the purposes set out in clause 19 16 of the Common Terms Agreement, and
- 3 5 appoints the Cash Manager as its agent in respect of the Account Bank and Cash Management Agreement

4 EXECUTION PROVISIONS

4 1 Counterparts and facsimile

This deed may be executed (whether manually or by facsimile) in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same instrument

4 2 Party in multiple capacities

A party who executes this deed shall be deemed to have executed this deed in each capacity in which it is expressed to act hereunder

5. THIRD PARTY TRANSACTION RIGHTS

Rights under this deed only accrue to a person party to it, accordingly, a person who is not a party to this deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed, but this does not affect any right or remedy of a third party which exists or is available apart from that Act

6. GOVERNING LAW

Without prejudice to the governing law provisions of the Relevant Obligor Accession Documents, this deed and all matters arising from or connected with it shall be governed by English law

7. JURISDICTION

7.1 English courts

The courts of England and Wales have exclusive jurisdiction to settle any dispute

7.2 Convenient forum

Each party other than the Note Trustee and the Obligor Security Trustee agrees that the courts of England are the most appropriate and convenient courts to settle disputes and, accordingly, that they will not argue to the contrary

7.3 Jurisdiction

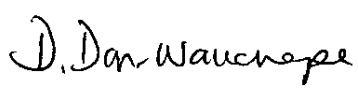

Paragraph 7(a) (English courts) is for the benefit of the Note Trustee and the Obligor Security Trustee and each party hereto acknowledges that such Paragraph does not prevent either of the Note Trustee or the Obligor Security Trustee from taking any proceedings in any other courts with jurisdiction

7.4 Concurrent proceedings

To the extent allowed by law, each of the Note Trustee and the Obligor Security Trustee may take concurrent proceedings in any number of jurisdictions

Duly executed and delivered as a deed by each of the parties hereto or on its behalf on the date first appearing in this deed

EXECUTED as a DEED by BLUECO LIMITED acting by ~~DESPINA~~ DON WAUCHOPE duly authorised by LS Director Limited to sign on its behalf as Director of BLUECO LIMITED and ~~ADRIAN~~ DE SOUZA duly authorised by Land Securities Management Services Limited to sign on its behalf as Director of BLUECO LIMITED


On behalf of Director

On behalf of Director

Executed as a deed by
LAND SECURITIES PLC acting by

)
)

Director


~~Director~~/Secretary 

The common seal of
DEUTSCHE TRUSTEE COMPANY LIMITED
as Obligor Security Trustee was affixed to this
deed in the presence of

)
)
)
)

Associate Director

Associate Director

The common seal of
DEUTSCHE TRUSTEE COMPANY LIMITED
as Note Trustee was affixed to this
deed in the presence of

)
)
)
)

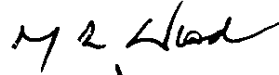
Associate Director

Associate Director

Executed as a deed by
LAND SECURITIES CAPITAL MARKETS PLC
acting by

)
)
)

Director



Director/Secretary

