

MG01

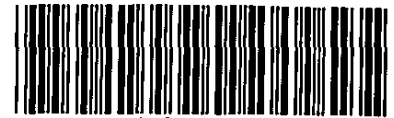
Particulars of a mortgage or charge

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COMPANIES HOUSE

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 Scottish  
company. To do this, please use  
form MG01s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

1

**Company details**

Company number

0 3 3 1 9 3 2 4

Company name in full

Building Research Establishment Limited  
(the "Chargor")

6

For official use

**Filing 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

0 1 0 4 2 0 1 1

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

Security agreement between the Chargor and David Warriner, Bruce Patrick  
Roy Young, Dr Paul Davidson, Chris Broadbent, Gillian Hobbs and Dr Andrew  
John Lewry (each a "Trustee" and together the "Trustees"), as trustees of  
the BRE Pension Scheme (the "Security Agreement")

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 and in any capacity  
whatsoever) of the Chargor to make payments to the  
BRE Pension Scheme up to a maximum amount of  
£8,000,000 increased on 31 December of each year  
with effect from 1 March 2007 by a rate of 6.35%  
per annum (calculated and compounded on a daily  
basis)

**Continuation page**

Please use a continuation page if  
you need to enter more details

RE-SCAN

8-4-11 013

# 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

Name Please see the attached continuation page.

Address

Postcode

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 the attached continuation pages

# MG01

## Particulars of a mortgage or charge

### 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

*Barclays Bank Ltd.*

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 Nick Tostevin/ Alistair Foley

Company name Baker & McKenzie LLP

Address 100 New Bridge Street

Post town London

County/Region

Postcode E C 4 V 6 J A

Country UK

DX 233 Chancery Lane

Telephone + 44 20 7919 1767/ + 44 20 7919 1713



### 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](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

**5**

**Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name David Warriner

Address c/o Building Research Establishment Limited,  
Bucknalls Lane, Garston, Watford, Hertfordshire

Postcode W D 2 5 9 X X

Name Bruce Patrick Roy Young

Address c/o Building Research Establishment Limited,  
Bucknalls Lane, Garston, Watford, Hertfordshire

Postcode W D 2 5 9 X X

Name Dr Paul Davidson

Address c/o Building Research Establishment Limited,  
Bucknalls Lane, Garston, Watford, Hertfordshire

Postcode W D 2 5 9 X X

Name Chris Broadbent

Address c/o Building Research Establishment Limited,  
Bucknalls Lane, Garston, Watford, Hertfordshire

Postcode W D 2 5 9 X X

Name Gillian Hobbs

Address c/o Building Research Establishment Limited,  
Bucknalls Lane, Garston, Watford, Hertfordshire

Postcode W D 2 5 9 X X

Name Dr Andrew John Lewry

Address c/o Building Research Establishment Limited,  
Bucknalls Lane, Garston, Watford, Hertfordshire

Postcode W D 2 5 9 X X

Name

Address

Postcode

Name

Address

Postcode

# MG01 - continuation page

## 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

**Company Name** Building Research Establishment Limited  
**Company Number** 03319324

#### CHARGE BY WAY OF LEGAL MORTGAGE

By clause 2.2 of the Security Agreement, the Chargor charged by way of a first legal mortgage the land on the north side of Bucknalls Lane, St Albans (title number HD355877), including

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

#### CHARGE BY WAY OF FIXED CHARGE

By clause 2 2 of the Security Agreement, the Chargor charged

- (a) all claims under and all proceeds of policies of insurance in respect of the Security Assets which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest, and
- (b) to the extent that the Rental Income is not effectively assigned under the Security Agreement, by way of first fixed charge, all Rental Income

#### ASSIGNMENT

By clause 2.3 of the Security Agreement, the Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of all Rental Income

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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

**Company Name.** Building Research Establishment Limited  
**Company Number** 03319324

#### DEFINITIONS

In this form MG01 and its continuation pages, the following terms shall have the following meanings:

**"BRE Pension Scheme"** means the pension scheme in respect of which the Chargor is the principle scheme employer.

**"Mortgaged Property"** means all freehold or leasehold property included in the definition of Security Assets

**"Rental Income"** means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of any part of the Mortgaged Property, including each of the following amounts.

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any lease, and
- (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor.

**"Security Assets"** means all assets of the Chargor the subject of any Security Interest created by the Security Agreement and any Supplemental Security 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

**Company Name** Building Research Establishment Limited  
**Company Number** 03319324

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

"**Supplemental Security Agreement**" means a security agreement supplemental to the Security Agreement executed by the Chargor in favour of the Trustees containing a charge by way of legal mortgage over a substitute property.



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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

**Company Name** Building Research Establishment Limited  
**Company Number** 03319324

#### DISPOSALS AND NEGATIVE PLEDGE

By clause 4 5 of the Security Agreement, the Chargor must not

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

#### FURTHER ASSURANCES

By clause 13 of the Security Agreement, the Chargor must, at its own expense, take whatever action the Trustees or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by the Security Agreement, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustees or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (1) the execution of any transfer, conveyance, assignment or assurance of any property, whether to a Trustee or to its nominee, or
- (11) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Trustees may think expedient

#### DEFINITIONS

In this form MG01 and its continuation pages, the following terms shall have the following meanings

**"Receiver"** means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Security Agreement

**"Security"** means any Security Interests created by the Security Agreement and any Supplemental Security Agreement



FILE COPY

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

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

COMPANY NO. 3319324  
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 1  
APRIL 2011 AND CREATED BY BUILDING RESEARCH  
ESTABLISHMENT LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO THE BRE  
PENSION SCHEME UP TO A MAXIMUM AMOUNT OF £8,000,000  
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 6 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2011

**THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 26/5/11.**

D2



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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

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ESTABLISHMENT LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO THE BRE  
PENSION SCHEME ON ANY ACCOUNT WHATSOEVER UP TO A  
MAXIMUM AMOUNT OF £8,000,000 AND ALL OTHER MONIES  
DUE 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 6 APRIL 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2011**



*Companies House*  
— for the record —



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