

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\*Insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

Name of company

\* HENDERSON(MOOR HOUSE)LIMITED (the "Chargor")

Date of creation of the charge

7th September, 2001

Description of the instrument (if any) creating or evidencing the charge (note 2)

Mortgage of Shares between the Chargor (as defined above) and the Agent (as defined below) dated 7th September, 2001 (the "Deed").

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.

Names and addresses of the mortgagees or persons entitled to the charge

Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch, 110 Cannon Street, London as agent and trustee for the Finance Parties (the "Agent").

Postcode EC4N 6EW

Presentor's name address and reference (if any):

Allen & Overy  
One New Change  
London EC4M 9QQ

BK:895245.1/RJDB

Time critical reference

For official Use  
Mortgage Section

Post room



A49  
COMPANIES HOUSE

0818  
27/09/01

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Allen R Overy

Date 26/9/01

On behalf of ~~[company]~~ [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF14 3UZ

Company: Henderson (Moor House) Limited, Company No. 4209012

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## **SHORT PARTICULARS OF ALL PROPERTY MORTGAGE OR CHARGED**

The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Agent:

- (a) by way of a first legal mortgage or first fixed charge all Shares held by it and/or any nominee on its behalf; and
  - (b) by way of a first fixed charge all Related Rights.
1. Except as permitted under the Finance Documents, the Chargor shall not:
- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed; or
  - (b) sell, transfer or otherwise dispose of any Security Asset or permit the same to occur; or
  - (c) take or permit the taking of any action which may result in the rights attaching to any of the Security Assets being altered or further shares in the General Partner being issued.
2. The mortgages, charges and assignments created under the Deed by each Chargor are made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
3. A reference in this Form 395 to a Finance Document is a reference to that or another document as amended, novated or supplemented.

In this Form 395:

**"Accession Deed"**

means a deed substantially in the form of Part II of Schedule 9 of the Credit Agreement..

**"Agency Fee Letter"**

means the letter dated on or about the date of the Credit Agreement between the Agent and the Borrower setting out the amount of the fee referred to in Clause 23.4 (Agency Fee) of the Credit Agreement.

**"Agreement"**

means the Credit Agreement

**"Accession Deed"**

means a deed substantially in the form of Part II of Schedule 9 of the Credit Agreement..

Company: Henderson (Moor House) Limited, Company No. 4209012

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**"Agency Fee Letter"**

means the letter dated on or about the date of the Credit Agreement between the Agent and the Borrower setting out the amount of the fee referred to in Clause 23.4 (Agency Fee) of the Credit Agreement.

**"Arrangement Fee Letter"**

means the letter dated on or about the date of the Credit Agreement between the Arrangers and the Borrower setting out the amount of the fee referred to the Credit Agreement.

**"Arranger"**

means any of Eurohypo Aktiengesellschaft Europäische Hypothekenbank Der Deutschen Bank, London Branch, HVB Real Estate Capital Limited, Westdeutsche Immobilienbank, London Branch and Westdeutsche Landesbank Girozentrale, London Branch, together the **"Arrangers"**.

**"Bank"**

means any of the financial institutions listed in Schedule 1 of the Credit Agreement, together the **"Banks"**.

**"Bond"**

means a bond issued or to be issued by the Issuing Bank in favour of the City Corporation in the form set out in Schedule 11 to the Credit Agreement.

**"Borrower"**

means Moor House General Partner Limited as general partner of the limited partnership carrying on business under the name The Moor House Limited Partnership.

**"Charging Entity"**

means an Owner or the Property Manager.

**"City Corporation"**

means The Mayor and Commonalty and Citizens of the City of London.

**"Construction"**

means Greycoat Construction Limited.

**"Counterparty"**

means:

- (a) an Original Counterparty; or
- (b) any bank or financial institution which has entered into any Hedging Arrangement with the prior approval of the Banks.

Company: Henderson (Moor House) Limited, Company No. 4209012

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**"Credit Agreement"**

means the £120,000,000 credit agreement dated 4th September, 2001 between, amongst others, the Borrower (acting through its general partner), the Company, the Trustees, MHPDL, Construction and the Agent.

**"Cross Rail Box"**

means the premises completely beneath the ground at London Wall, London EC2 to be demised by and more particularly described in the Cross Rail Box Headlease.

**"Cross Rail Box Headlease"**

means the headlease of the Cross Rail Box which may be granted by the City Corporation to the New Trustees pursuant to the terms of the Agreement for New Headleases.

**"Debenture"**

means the debenture entered into or to be entered into by each Charging Entity (or, if the Election Date has occurred, each Charging Entity and Construction) in favour of the Agent in substantially the form of Schedule 5 of the Credit Agreement.

**"Developer"**

means:

- (a) until the Election Date (if any), the Borrower;
- (b) on and after the Election Date (if any) but before the Surrender Date (if any), MHPDL; and
- (c) on and after the Surrender Date (if any), the Borrower.

**"Development"**

means the demolition of the existing buildings and structure at the Property and, amongst other things, the construction of a new office building of approximately 319,000 square feet of retail and office accommodation on the premises to be demised by the New Headlease and (if granted) the Cross Rail Box Headlease as described in the Specifications.

**"Election Date"**

means the date (if any) on which MHPDL notifies the New Trustees in accordance with the Agreement for Sub-leases that it has elected to carry out the Development.

**"Fee Letter"**

means the Arrangement Fee Letter or the Agency Fee Letter.

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**"Finance Document"**

means:

- (a) the Credit Agreement;
- (b) the Bond;
- (c) a Fee Letter;
- (d) a Security Document;
- (e) a Subordination Deed;
- (f) any Hedging Arrangement;
- (g) an Accession Deed;
- (h) a Novation Certificate; or
- (i) any other document designated as such by the Agent and the Borrower.

**"Finance Party"**

means any Arranger, any Bank, the Issuing Bank, a Counterparty or the Agent, together the **"Finance Parties"**.

**"General Partner"**

means Moor House General Partner Limited.

**"Hedging Arrangements"**

means any interest rate hedging arrangements entered into by the Borrower with a Counterparty for the purpose of hedging interest payable under the Agreement.

**"Issuing Bank"**

means Bayerische Hypo- Und Vereinsbank Aktiengesellschaft, London Branch.

**"Jersey Security Agreement"**

means the security agreement entered into or to be entered into by the General Partner in respect of the shares in each Trustee.

**"Limited Partner"**

means:

- (a) an Original Limited Partner; or
- (b) any person who becomes a limited partner of the Partnership pursuant to Clause 29.4 (Changes to the Parties) of the Credit Agreement,

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in each case for so long as it has an interest in the Partnership.

**"MHPDL"**

means Moor House Property Developments Limited.

**"Mortgage of Shares"**

means this Deed and the Mortgages of Shares granted by Hammerson (Moor House) Properties Limited and Greycoat Estates Limited.

**"New Headlease"**

means the lease of premises (excluding the Cross Rail Box) at London Wall, London EC2 granted or to be granted by the City Corporation to the New Trustees pursuant to the Agreement for New Headleases.

**"New Trustee"**

means Moor House Nominees No. 1 Jersey Limited, Moor House Nominees No. 2 Jersey Limited and Moor House Nominees No. 3 Jersey Limited, together the "New Trustees".

**"Novation Certificate"**

has the meaning given to it in Clause 29.3 (Procedure for novations) of the Credit Agreement.

**"Obligor"**

means a Charging Entity, a Parent or a Shareholder.

**"Original Counterparty"**

means any of Bayerische Hypo- Und Vereinsbank Aktiengesellschaft, London Branch, Deutsche Bank AG, London and Westdeutsche Landesbank Girozentrale, London Branch, together, the "Original Counterparties".

**"Original Limited Partner"**

means any of Greycoat Moor House Jersey Limited, Pearl Assurance Public Limited Company, and Hammerson (Moor House) Limited, together the "Original Limited Partners".

**"Original Shareholder"**

means either of Greycoat Estates Limited, Henderson (Moor House) Limited And Hammerson (Moor House) Properties Limited, together, the "Original Shareholders".

**"Original Trustee"**

means either of Moor House Nominees No. 1 Jersey Limited and Moor House Nominees No. 2 Jersey Limited, together the "Original Trustees".

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**"Owner"**

means the Partnership, the Borrower, the Company, a Trustee or the Developer.

**"Parent"**

means either of Pearl Assurance Public Limited Company, Greycoat Estates Limited and Hammerson Plc, together, the **"Parents"**.

**"Partnership"**

means the limited partnership carrying on business under the name The Moor House Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 with registration number LP4819).

**"Property"**

means:

- (a) before the date of grant of the New Headlease and (if granted) the Cross Rail Box Headlease, all that leasehold property situate at London Wall, London EC2 known as Moor House as the same is more particularly described in the Existing Headlease and set out in the schedule to the Debenture; and
- (b) following the date of grant of the New Headlease and (if granted) the Cross Rail Box Headlease, all that leasehold property situate at London Wall, London EC2 known as Moor House as the same is more particularly described in the New Headlease and (if granted) the Cross Rail Box Headlease,

and, where the context so requires, includes the buildings thereon.

**"Property Manager"**

means Moor House Management Services Limited.

**"Related Rights"**

means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**"Secured Liabilities"**

means 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. The term **"Finance Document"** includes all amendments and supplements including supplements providing for further advances.

**"Security Document"**

means:



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- (a) the Debenture;
- (b) the Supplemental Debenture;
- (c) a Mortgage of Shares;
- (d) the Jersey Security Agreement; or
- (e) any other document designated as such by the Borrower and the Agent.

**"Security Interest"**

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

**"Shareholder"**

means:

- (a) an Original Shareholder; or
- (b) a person who becomes a Shareholder pursuant to Clause 29.4 (Accession).

**"Shares"**

means 1,000 (one thousand) shares in the share capital of the General Partner.

**"Specifications"**

means the drawings, plans and specifications for the construction of a building of approximately 319,000 square feet of retail and office accommodation on the Property which have been approved and initialled by the Agent for the purpose of identification prior to the date of the Agreement.

**"Subordination Deed"**

means a subordination deed entered into, on or about the date of the Credit Agreement, between amongst others, a Limited Partner in favour of the Agent.

**"Supplemental Debenture"**

means the supplemental debenture entered into or to be entered into by the New Trustees, the Borrower, the Partnership and the General Partner in favour of the Agent in substantially the form of Schedule 6.

**"Surrender Date"**

means the earliest of:

- (a) the date on which MHPDL surrenders the Agreement for Sub-leases or the Underleases (as the case may be);
- (b) the date on which the New Trustees terminate the Agreement for Sub-leases or the Underleases (as the case may be) pursuant to the terms thereof; and

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- (c) the date on which the Agreement for Sub-leases or the Underleases (as the case may be) are otherwise terminated or expire,

provided that the Surrender Date shall not include the date on which the Underlease relating to the Cross Rail Box alone (and without the other Underleases) is terminated pursuant to the terms thereof or is otherwise terminated or expires.

**"Trustee"**

means an Original Trustee or a New Trustee.

**"Underleases"**

means the underleases granted or to be granted pursuant to the Agreement for Sub-leases.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04209012

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 7th SEPTEMBER 2001 AND CREATED BY HENDERSON (MOOR HOUSE) LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO EACH FINANCE PARTY (AS DEFINED) UNDER EACH FINANCE DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th SEPTEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st OCTOBER 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*Per...*