

# MG01

## Particulars of a mortgage or charge



019 220 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

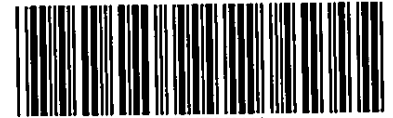
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT for

You cannot use this form to re-  
particulars of a charge for a S  
company. To do this, please use  
form MG01s

WEDNESDAY



LD3

\*LKFXBMN1\*

18/08/2010

371

COMPANIES HOUSE

### 1 Company details

Company number 0 4 4 6 8 7 1 7

Company name in full Fairplay Estates Limited (Chargor)

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 d1 d6 m0 m8 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 debenture between the Chargor and the Security Trustee (as defined below) (Debenture)

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All monies and liabilities on or after the date of the Debenture due,  
owing or incurred by the Chargor to the Finance Parties (or any of  
them) under the Finance Documents (or any of them) in any manner  
and in any currency or currencies and whether present or future,  
actual or contingent, whether incurred solely or jointly with any other  
person and whether as principal or surety, together with all interest  
accruing on such monies and liabilities and all costs, charges and  
expenses incurred by any Finance Party under any Finance  
Document, except for any obligation which, if it were included in the  
Debenture, would result in a contravention of a prohibition against  
providing financial assistance in any jurisdiction other than England  
and Wales (Secured Obligations)

#### Continuation page

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

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form MG01 the following terms have the following meaning (unless defined in this form, each such term is defined in the Facility Agreement or the Debenture)</p> <p><b>Facility Agreement</b> means the facility agreement between the Chargor, Deutsche Hypothekenbank (Actien-Gesellschaft), London Branch as Arranger, Original Lender, Agent and Security Trustee and Norddeutsche Landesbank Girozentrale as Original Hedge Counterparty dated 13 August 2010 (as the same may be amended, restated, supplemented, varied and/or novated from time to time) under which the Lenders agree to make available to the Borrower a term loan facility</p> <p><b>Finance Document</b> means each of the Facility Agreement, any Accession Agreement, each Fee Letter, each Hedging Agreement, any Duty of Care Deed, the Subordination Deed, the Collateral Warranties, each Security Document, each Transfer Certificate, the Utilisation Request and any other document designated as a Finance Document by the Agent and the Chargor</p> <p><b>Finance Party</b> means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty</p>	

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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

#### Continuation page

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

Name Deutsche Hypothekenbank (Actien-Gesellschaft), London Branch

Address (Security Trustee)

Cannongate House - 1st Floor, 62-64 Cannon Street, London

Postcode E C 4 N 6 A E

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

All Security created by the Chargor under the Debenture over the assets described below was granted in respect of all the right, title and interest (if any), on or after the date of the Debenture, of the Chargor in and to those assets

#### 1 First legal mortgages

The Chargor charged by way of first legal mortgage

(a) the Property,

(b) all other interests and estates in freehold, leasehold or commonhold property,

and, in each case, all Fixtures on such property for the time being

#### 2 Assignments

The Chargor assigned

(a) all Rental Income, and all other sums, payable under any Occupational Lease,

(b) the Relevant Agreements to which it is a party, and

(c) the Relevant Policies to which it is a party

The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party

(cont )

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>3 First fixed charges</b></p> <p>The Chargor charged by first fixed charge</p> <p>(a) all other interests and estates in any freehold, leasehold or commonhold property,</p> <p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</p> <p>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>(e) the Subsidiary Shares together with all Related Rights,</p> <p>(f) the Investments together with all Related Rights,</p> <p>(g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together <b>Debts</b>) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),</p> <p>(h) all monies from time to time standing to the credit of each Blocked Account,</p> <p>(i) all its Intellectual Property,</p> <p>(j) all its goodwill and uncalled capital,</p> <p>(k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>(l) to the extent that any legal mortgage in clause 3 2 of the Debenture (referred to in paragraph 1 above) or any assignment in clause 3 3 of the Debenture (referred to in paragraph 2 above) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause</p> <p><b>4 Floating charge</b></p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2, 3 3 or 3 4 of the Debenture (referred to in paragraphs 1, 2 or 3 above)</p> <p><b>5 Conversion of a floating charge to a fixed charge</b></p> <p>The Security Trustee may, at any time by notice in writing to the Chargor, convert the floating charge created under clause 3 5 of the Debenture (referred to in paragraph 4 above) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) an Event of Default is continuing, or</p> <p>(b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</p> <p>In addition the floating charge referred to in clause 3.5 of the Debenture (referred to in paragraph 4 above) will automatically and immediately without notice be converted into a fixed charge over all of the Floating Charge Assets if (unless permitted in writing by the Security Trustee or expressly permitted under the terms of the Finance Documents)</p> <p>(a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,</p> <p>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</p> <p>(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor</p> <p><b>6 Negative pledge</b></p> <p>6.1 The Chargor agreed not to create or permit to subsist any Security over any of its assets</p> <p>6.2 Subject to the terms of the Facility Agreement the Chargor agreed not to</p> <p>(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor,</p> <p>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p>(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>(d) enter into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>6.3 Clauses 5.1 and 5.2 of the Debenture (referred to in paragraphs 6.1 and 6.2 above) do not apply to any Security or arrangement which is Permitted Security</p> <p>In this form MG01 the following terms shall have the following meaning (unless defined in this form, each such term is defined in the Facility Agreement or the Debenture)</p> <p><b>Authorisation</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission</p> <p><b>Blocked Account</b> means</p> <p>(a) the Rent Account</p> <p>(b) the Deposit Account</p>

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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	<p>(c) the Proceeds Account and</p> <p>(d) any other account designated as a Blocked Account by the Chargor and the Security Trustee</p> <p><b>Event of Default</b> means any event or circumstance specified as such in clause 25 of the Debenture (Events of Default)</p> <p><b>Financial Indebtedness</b> means (without double counting) the principal amount of any indebtedness for or in respect of</p> <p>(a) monies borrowed and debit balances at banks or other financial institutions</p> <p>(b) any acceptance under any acceptance credit facility or bill discounting facility (or dematerialised equivalent)</p> <p>(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument</p> <p>(d) the amount of any liability in respect of Finance Leases</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the Accounting Principles)</p> <p>(f) any Hedge Transaction (and, when calculating the value of that Hedge Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Hedge Transaction, that amount) shall be taken into account)</p> <p>(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity other than the Chargor which liability would fall within one of the other paragraphs of this definition</p> <p>(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the final Repayment Date or are otherwise classified as borrowings under the Accounting Principles</p> <p>(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply</p> <p>(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles and</p> <p>(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above</p> <p><b>Fixtures</b> means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property</p> <p><b>Floating Charge Assets</b> means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 of the Debenture (Floating charge)</p>	
	<p><b>Intellectual Property</b> means</p>	

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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

(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered and

(b) the benefit of all applications and rights to use such assets

**Investments** means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

**Occupational Lease** means any occupational lease or licence to which the Property (or any part of the Property) is subject

**Permitted Security** means

(a) any Security arising under any Security Document and

(b) any Security permitted by the Agent in writing

**Property** means the property described in schedule 1 of the Debenture (Property) (schedule 1 below) whilst it remains subject to the Security created by the Security Documents

**Related Rights** means, in respect of any Investment or Subsidiary Share

(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)

(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and

(c) all rights derived from or incidental to that Investment or Subsidiary Share

**Relevant Agreement** means

(a) each Lease Document

(b) any guarantee of Rental Income contained in, or relating to, any Occupational Lease

(c) each Property Management Agreement

(d) each Hedging Agreement and

(e) each other agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing

**Relevant Policies** means, in respect of the Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

**Rental Income** means in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of the Chargor in respect of or arising out of the letting, use or occupation of all, any or any part of the Property including (without limitation and without double counting)

(a) rents, licence fees and equivalent sums reserved or made payable

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>					
	Please give the short particulars of the property mortgaged or charged					
Short particulars	<p>(b) sums received from any deposit held as security for performance of any tenant's obligations</p> <p>(c) a sum equal to any apportionment of rent in favour of the Chargor</p> <p>(d) proceeds of insurance in respect of loss of rent or interest on rent</p> <p>(e) any monies in respect of any fixture and fitting on the Property including any fixture and fitting on the Property for display, advertisement, on licence or otherwise</p> <p>(f) any sum or the value of any consideration given for the grant, surrender or variation of any letting or occupancy</p> <p>(g) any amount payable to the Chargor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for the Property</p> <p>(h) any amount payable to the Chargor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach</p> <p>(i) any profits of a revenue nature awarded or agreed to be payable to the Chargor as a result of any proceedings taken or claims made</p> <p>(j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition</p> <p>(k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease or Headlease</p> <p>(l) any interest, damages, compensation or settlement in respect of any of the items referred to above</p> <p>(m) any VAT on any sum mentioned in this definition</p> <p><b>Secured Property</b> means, at any time, the Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture</p> <p><b>Security</b> means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>Subsidiary Shares</b> means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 2 of the Debenture (Subsidiary Shares)) (schedule 2 below)</p> <div style="text-align: center;"> <p><b>Schedule 1</b> <b>Property</b></p> <table border="1"> <thead> <tr> <th data-bbox="347 1825 954 1892">Country and District (or Address or Description London Borough)</th> <th data-bbox="1045 1825 1149 1892">Title Number</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 1915 726 1960">10 Chiswell Street, London EC1</td> <td data-bbox="1045 1915 1189 1960">NGL164078</td> </tr> </tbody> </table> </div>		Country and District (or Address or Description London Borough)	Title Number	10 Chiswell Street, London EC1	NGL164078
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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>			
	Please give the short particulars of the property mortgaged or charged			
Short particulars	<div><b>Schedule 2</b> <b>Subsidiary Shares</b></div> <table><thead><tr><th>Name and registered number of Subsidiary</th><th>Number and class of shares</th></tr></thead><tbody></tbody></table>		Name and registered number of Subsidiary	Number and class of shares
	Name and registered number of Subsidiary	Number and class of shares		

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## 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 866)

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)

### 9 Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

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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 **BLUED/324079-1**

Company name **Addleshaw Goddard LLP**

Address **Box 500**

**Companies House**

**21 Bloomsbury Street**

Post town **London**

Country/Region

Postcode 

W	C	1	B		3	X	D
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Country **UK**

DX

Telephone **0207 160 3562**



### 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)**



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

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

**COMPANY NO. 4468717  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 AUGUST  
2010 AND CREATED BY FAIRPLAY ESTATES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE FINANCE PARTIES (OR ANY OF THEM)  
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 18 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 AUGUST 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES