

MG01

Particulars of a mortgage or charge

152266/104



iris
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 Scottish company. To do this, please use form MG01s

SATURDAY



A14

ADIAGX80
03/09/2011
COMPANIES HOUSE

38

1

Company details

Company number

0 5 2 7 2 3 2 0

Company name in full

Devon Nominees (No 1) Limited (the "Chargor")



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

d2 d6 m0 m8 y2 y0 y1 y1

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

Legal Charge (the "Deed")

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 alone or in any other capacity whatsoever) of each Obligor to the Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed), (the "Secured Obligations")

(see continuation page)

Continuation page

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

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 HSBC Corporate Trustee Company (UK) Limited (the "Security Agent")

Address 8 Canada Square

Canary Wharf, London

Postcode E 1 4 5 H Q

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

1. GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made

(a) in favour of the Security Agent,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

(see continuation page)

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>NOTE In this form:</p> <p>"Account Bank" means HSBC Bank plc or, if HSBC Bank plc's rating for its long-term unsecured and non credit enhanced debt obligations falls below A by Standard & Poor's Rating Services or A by Fitch Rating's Ltd or A2 by Moody's Investor Services Limited, such other bank or financial institution which is also a Lender appointed by the Majority Lenders which has a credit rating of not less than all of the ratings referred to above,</p> <p>"Additional Guarantor" means a company which becomes an additional guarantor by entering into an Accession Deed (a document substantially in the form set out in schedule 13 of the Facilities Agreement) in satisfaction of the relevant condition precedent in part 4 of schedule 2 of the Facilities Agreement,</p> <p>"Agent" is HSBC BANK PLC,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (<i>Security assignments</i>),</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Borrower" is AIRPORT PROPERTY PARTNERSHIP a limited partnership registered in England and Wales in accordance with the Limited Partnership Act 1907 under number LP 10210 acting by its general partner AIRPORT PROPERTY GP (NO. 2) LIMITED a company registered in England and Wales (under company number 5272514 and with its registered office at No 1 Poultry, London, EC2R 8EJ),</p> <p>"Charged Accounts" means each Account, being the Accounts specified in part 2 of the schedule hereto (<i>Details of Security Assets</i>),</p> <p>"Charged Properties" means all Real Property which</p> <ul style="list-style-type: none"> (a) is, or is expressed to be, from time to time the subject of Transaction Security, or (b) (in the case of a proposed Utilisation) is required to be the subject of Transaction Security immediately following that Utilisation, <p>"Compliance Certificate" has the meaning given to it in the Facilities Agreement,</p> <p>"Default" means an Event of Default or any event or circumstance specified in clause 26 (Events of Default) of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of</p>

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	<p>the foregoing) be an Event of Default,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> <p>"Event of Default" means any event or circumstance specified as such in clause 26 (<i>Events of Default</i>) of the Facilities Agreement,</p> <p>"Facilities Agreement" means the sterling term and revolving facilities agreement dated on or around the date of this Deed and made between, amongst others, (1) Airport Property Partnership acting by its General Partner Airport GP (No 2) Limited as Borrower (2) Airport Property GP (No 2) Limited as General Partner (3) the companies listed in part 1 of schedule 1 as Guarantors (4) Abbey National Treasury Services PLC, Barclays Bank PLC, BNP Paribas London Branch, Credit Agricole Corporate and Investment Bank, HSBC Bank plc and the Royal Bank of Scotland PLC as Arrangers (5) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders (6) the persons listed in part 3 of schedule 1 as Original Hedge Counterparties, (7) HSBC Bank plc as Agent (8) HSBC Corporate Trustee Company (UK) Limited as the Security Agent and (9) HSBC Bank plc as Co-ordinating Lender, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower,</p> <p>"Fee Letter" has the meaning given to it in the Facilities Agreement,</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Facilities Agreement, (b) any Compliance Certificate, (c) any Fee Letter, (d) any Hedging Agreement, (e) the Intercreditor Agreement, (f) any Transaction Security Document, (g) any Utilisation Request (h) any Accession Deed, and <p>any other document designated as a "Finance Document" by the Agent and the Borrower</p> <p>"General Partner" is AIRPORT PROPERTY GP (NO. 2) LIMITED a company registered in England and Wales (under company number 5272514),</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

"Hedging Agreement" has the meaning given to that term in the Facilities Agreement and includes each other agreement supplementing or amending or novating or replacing the same,

"Insurances" means all policies of insurance (and all cover notes) in relation to the Property which are at any time held by or written in favour of the Chargors, or in which the Chargors from time to time have an interest (including, without limitation, the policies of insurance (if any) specified in part 3 of the schedule hereto (*Details of Security Assets*)),

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Facilities Agreement and made between (1) the Agent, (2) the Security Agent, (3) the Arrangers, (4) the Original Lenders, (5) the Original Hedge Counterparties, (6) the Borrower and (7) the Obligors, Intra-Group Creditors and Intra-group Debtors (as therein defined),

"Lease" means any lease or other agreement permitting occupation of any of the Property or to which any of the Property may from time to time be subject,

"Obligor" means the Borrower, the General Partner or a Guarantor,

"Original Guarantors" are those companies listed in part 1 of schedule 1 of the Facilities Agreement,

"Party" means a party to the Deed,

"Property" means the property in England and Wales specified in part 1 of the schedule hereto (*Details of Security Assets*) and each and every part of it, including, where the context permits

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property,
- (b) all easements, servitudes and rights in respect of that property,
- (c) all rents from and proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect of that property,

"Quasi-Security" has the meaning given to that term in clause 23.11 (*Negative pledge*) of the Facilities Agreement,

"Real Property" means all estates and interests in freehold, feuhold, leasehold, heritable and other immovable property (wherever situated) together with

- (a) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on or forming part of that property,
- (b) all easements, servitudes, rights and agreements in respect of that property,

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(c) all rents from and proceeds of sale of that property, and</p> <p>(d) the benefit of all covenants given in respect of that property,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent,</p> <p>"Rental Income" means "Rental Income" as defined in the Facilities Agreement but as if references to <i>"Charged Property"</i> were references to <i>"Property"</i>,</p> <p>"Secured Parties" has the meaning given to that term in the Facilities Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"the Security" means the Security created or evidenced by or pursuant to this Deed,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed, and</p> <p>"Security Period" means the period beginning on the date of this Deed and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability (including but not limited to making any further advance) under or pursuant to the Finance Documents,</p> <p>"Tenant" means any person with a right to occupy any Charged Property pursuant to any Lease from time to time together with</p> <p>(a) any predecessor in title of such person retaining any liability to pay any rent, licence fee or other sum in respect of that occupation, and</p> <p>(b) any surety for any such person,</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents,</p> <p>"Transaction Security Documents" means</p> <p>(a) a first and only fixed legal mortgage over the Property,</p> <p>(b) a first and only debenture containing fixed and floating charges over all the assets and undertaking of the Borrower and each Guarantor,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

- (c) a charge over the shares in each Guarantor,
- (d) an assignment of Insurance Claim Proceeds (as defined in the Facilities Agreement) and Rental Income,
- (e) a first and only charge over each Account (as defined in the Facilities Agreement),
- (f) the Asset Manager's Deed (as defined in the Facilities Agreement) ,
- (g) the Managing Agent's Deed (as defined in the Facilities Agreement)
- (h) the Operator's Deed (as defined in the Facilities Agreement) ,
- (i) a security assignment of the benefit of the Hedging Agreements,
- (j) the Collateral Warranties (as defined in the Facilities Agreement), and
- (k) any other document designated as such by the Borrower and the Agent,

each in favour of the Security Agent and in the agreed form, together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any Finance Document,

"Utilisation" has the meaning given to it in the Facilities Agreement,

"Utilisation Request" has the meaning given to it in the Facilities Agreement,

SCHEDULE :

DETAILS OF SECURITY ASSETS

Part 1: Property

Registered land			
Number	Address	Administrative area	Title number
1	British Airways World Cargo Centre (Building 501), Heathrow Airport, London (leasehold)	Hillingdon	AGL139836
2	Forecourt, Building 560 Shoreham Road West, London Heathrow Airport, Hounslow (leasehold)	Hillingdon	AGL184053

MG01 - continuation page

Particulars of a mortgage or charge

3 11

4

Amount secured

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

Amount secured

3	Heathrow Cargo Area, Sothorn Perimeter Road, London Heathrow Airport, Hounslow (leasehold)	Hillingdon	AGL139839
4	B875 Bonded Warehouse and B1081 Bonded Store, Scylla Crescent, Heathrow Airport	Hillingdon	AGL58199
5	Longhaul Catering Base , Scylla Road, Heathrow Airport, Hounslow TW6 3YF	Hillingdon	AGL58195
6	Land and building on the South-East side of Great South-West Road, Hounslow	Hounslow	NGL495514 AGL41846
7	Heathrow International Trading Estate, Green Lane, Feltham	Hounslow	NGL331327 MX70384 AGL10471
8	Heathrow Causeway Trading Estate, land lying to the South East Side of Great South West Road, Hounslow	Hounslow	NGL491997
9	Land on the south west side of Pier Road, Central Way known as Space Way Estate and Land being roadway at Fagg's Road, East Bedfont, Hounslow	Hounslow	NGL261879 NGL195208
10	Units 1-6 Mercury Centre, East Bedfont, Feltham	Hounslow	MX477821 MX163809
11	Land lying to the north of Staines Road and River Gardens, East Bedfont	Hounslow	NGL111876

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

12	Fir Plantation, Faggs Road, Hatton	Hounslow	MX248401
13	Land lying to the north of Staines Road	Hounslow	MX467702
14	Land lying to the north of Staines Road and River Gardens	Hounslow	MX454085
15	606, 631 Central Way and 633 Spur Road, Feltham	Hounslow	MX406473
16	Land lying to the north of Staines Road, East Bedfont	Hounslow	NGL97972
17	Land on the south-east side of Central Way, Feltham	Hounslow	AGL7682
18	Building 640, 1 Spur Road, North Feltham Trading Estate, Feltham	Hounslow	AGL9449
19	Building 642, 3 Spur Road, North Feltham Trading Estate, Feltham	Hounslow	AGL9450
20	Land and building on the north west side of Armadale Road, Feltham	Hounslow	NGL185402
21	Land to the south east of Central Way, Feltham	Hounslow	NGL234968
22	Land on the west side of River Gardens forming part of the North Feltham Trading Estate	Hounslow	MX382062

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

23	Land on the north side of Central Way, the north east side of Spur Road and the north west side of Central Way, the north east side of Spur Road and the north east side of Central Way	Hounslow	NGL12792
24	Building 644, 5 Spur Road, North Feltham Trading Estate, Feltham	Hounslow	AGL9451
25	Atlas House, Central Way, Feltham	Hounslow	AGL175433
26	Land and buildings at Faggs Road, Hatton Cross, Hounslow TW13 0NQ	Hounslow	MX360158
27	Jupiter House, Horton Road, Poyle, Colnbrook, Slough, SL3 0BB	Slough	BK332705
28	Poyle 14 Industrial Estate, Heathrow	Slough	BK330014 BK332534 BK332536 BK332538
29	6 Horton Road, Poyle, Colnbrook, Slough SL3 0AT	Slough	BK332709
30	Riverside Cargo Centre, Mathisen Way, Colnbrook, Slough SL3 0HB	Slough	BK365443 BK365444
31	World Cargo Centre, London Gatwick Airport, Timberham and Stokers House (leasehold)	West Sussex Crawley	WSX288209
32	Gatwick International Distribution Centre, 1-29 Cobham Way, Crawley	West Sussex Crawley	WSX113346 WSX126183
33	Stansted World Cargo Centre, Stansted Airport (leasehold)	Essex Uttlesford	EX744456

MG01 - continuation page
Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

34	Fed Ex Cargo Warehouse Facility, Building 7002, World Cargo Centre, Stansted Airport (leasehold)	Essex Uttlesford	EX744454
35	Stanstead 600 and land adjoining Units 9-11 Taylors End, Long Border Road, Stansted Airport	Essex Uttlesford	EX574499 EX640493 EX574513

Part 2: Charged Accounts

None

Part 3: Insurances

Chargor	Insurer	Policy number
Airport Property GP (No2) Limited Devon Nominees (No 1) Limited Devon Nominees (No 2) Limited	Royal & Sun Alliance Insurance plc	RKK790088

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

2. FIXED SECURITY

2.1 Fixed charges

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which they from time to time have an interest

(a) by way of first legal mortgage the Property

(b) by way of first fixed charge

(i) the benefit of all agreements relating to the Property,

(ii) all fittings at any time on the Property,

(iii) the proceeds of sale of all or any part of the Property,

(iv) the benefit of any rental deposit given or charged to the Chargor by any occupier of the Property,

(c) by way of first fixed charge the Charged Accounts and all monies at any time standing to the credit of the Charged Accounts together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(d) to the extent that any Assigned Asset is not effectively assigned under clause 2 2 (*Security assignments*) below by way of first fixed charge such Assigned Asset, and

(e) the benefit of all licences, consents, and Authorisations held or used in connection with the Chargor's ownership or use of the Property

2.2 Security assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) all Rental Income at any time arising (to the extent not validly mortgaged under clause 2 1(a)),

(b) each Hedging Agreement, all rights and remedies in connection with the Hedging Agreements and all proceeds and claims arising from them, and

(c) all Insurances

To the extent that any Assigned Asset described in clause 2 2(c) above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances,

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2.3 Notice of assignment and/or charge</p> <p>Immediately upon execution of the Deed (and immediately upon the obtaining of any Insurance or the execution of any Hedging Agreement or the opening of any Charged Account after the date of the Deed) the Chargor shall</p> <p>(a) in respect of each Charged Account deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 2 (<i>Form of notice to and acknowledgement from Account Bank</i>) of the Deed,</p> <p>(b) in respect of each Lease, deliver a duly completed notice to each tenant which is British Airways, United Airlines or any other Tenant which contributes more than 10% of the total rent roll and each other party to that Lease and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 (<i>Form of notice to and acknowledgement by tenant</i>) of the Deed,</p> <p>(c) in respect of each Hedging Agreement, deliver a duly completed notice to each other party to that Hedging Agreement, and use its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 (<i>Form of notice to and acknowledgement by hedge counterparty</i>) of the Deed, and</p> <p>(d) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 (<i>Form of notice to and acknowledgement by insurers</i>) of the Deed,</p> <p>or, in each case, in such other form as the Security Agent shall agree</p> <p>2.4 Assigned Assets</p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p>3. CONTINUING SECURITY</p> <p>3.1 Continuing security</p> <p>The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period</p>

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Obligation

3.3 Right to enforce

The Deed may be enforced against the Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them

4. UNDERTAKINGS BY THE CHARGORS

4.1 Negative pledge and disposals

The Chargor shall not do or agree not to do any of the following without the prior written consent of the Security Agent

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

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of the Chargor's interests in any Security Asset (except as expressly permitted under the Facilities Agreement)

5. SET-OFF

5.1 Set-off rights

(a) Each Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Secured Party by the Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

(b) At any time after the Security has become enforceable (and in addition to its rights under clause 5.1(a) above), each Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Secured Party to the Chargors, regardless of the place of payment, booking branch or currency of either obligation

(c) If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

(d) If either obligation is unliquidated or unascertained, the Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

5.2 Application of monies in the Charged Accounts

The Security Agent is irrevocably authorised at any time (whether or not a Default has occurred) to apply any monies in any Charged Account in accordance with the Facilities Agreement

6. FURTHER ASSURANCES

6.1 Further action

The Chargor shall, at the Chargor's own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or

This includes

- (a) the re-execution of the Deed or such Transaction Security Document,
- (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (c) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (acting reasonably) may think expedient

6.2 Finance Documents

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the other Secured Parties by or pursuant to the Finance Documents

6.3 Specific security

Without prejudice to the generality of clause 6.1 (*Further action*) above, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

7. POWER OF ATTORNEY

(a) The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be the Chargor's attorney to take any action whilst an Event of Default is continuing or enforcement of the Security has occurred which the Chargor is obliged to take under the Deed, including under clause 6 (*Further assurances*) above or, if no Event of Default is continuing, which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

(b) The Chargor shall within seven days of the date of the Deed give written notice of the power of attorney conferred in the Deed in accordance with s 25(4) of the Trustee Act 1925.

(c) To the extent the provisions of clause 7(a) above constitutes a delegation of the execution or exercise of all or any of the Trust's powers and discretions vested in the Chargor as trustee of the Trust either alone or jointly with another person or persons, then such delegation shall commence on the giving of notice in writing to the Chargor by the Security Trustee, Receiver or Delegate and shall continue for a period of 12 months thereafter.

8. CHANGES TO THE PARTIES

8.1 Chargors

The Chargor may not assign any of its rights or obligations under the Deed.

8.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under the Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

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 *DCA Piper UK LLP* 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 Ana Aller Ref 93589/120069

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5272320
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 26
AUGUST 2011 AND CREATED BY DEVON NOMINEES (NO.1)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE SECURED PARTIES (OR
ANY OF THEM) 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
3 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES