

MG01

Particulars of a mortgage or charge



103675 / 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 register particulars of a charge for a company. To do this, please use form MG01s.

THURSDAY



LD3

LVF86G9Y

31/12/2009

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COMPANIES HOUSE

1

Company details

Company number

0 6 8 3 8 3 6 2

Company name in full

Sackville SPF IV (GP) No.3 Limited (the "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 d8 m1 m2 y2 y0 y0 y9

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

Debenture dated 18 December 2009 between Threadneedle Strategic Property Fund IV Sub Partnership No.3 LP (the "Limited Partnership") (acting by its general partner, the Chargor), the Chargor in its own right, Sackville SPF IV Property Nominee (5) Limited and Sackville SPF IV Property Nominee (6) Limited as chargors and Eurohypo AG, London Branch as agent and security trustee for the Finance Parties (the "Debenture").

4

Amount secured

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

Amount secured

All present and/or future obligations and liabilities (whether actual or contingent, joint or several, or as principal, surety or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document, together with costs, charges and expenses incurred by the Agent in connection with the protection or preservation or enforcement of its rights under the Finance Documents or any of them (the "**Secured Liabilities**").

Capitalised terms in this Form MG01 shall have the meaning ascribed to them in Schedule 2 of the attached continuation sheets (Short particulars) to this Form MG01.

Continuation page

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

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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 Eurohypo AG, London Branch (as agent and security trustee for the Finance Parties)

Address 90 Long Acre

London

Postcode W C 2 E 9 R A

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 sheets to this Form MG01.

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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

SCHEDULE 1

Short particulars of all the property mortgaged or charged

1. SECURITY

1.1 General

1.1.1 All the Security created under the Debenture:

1.1.1.1 was created in favour of the Agent;

1.1.1.2 was created over present and future assets of the Chargor;

1.1.1.3 was given as security for the payment and satisfaction of all the Secured Liabilities;

1.1.1.4 was created by the Chargor to the extent of its interest whether joint or several, legal or beneficial; and

1.1.1.5 was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

1.1.2 The Agent holds the benefit of the Debenture on trust for the Finance Parties.

1.2 Land

1.2.1 To the extent of its interest (whether joint or several, legal or beneficial), the Chargor charged:

1.2.1.1 by way of a first legal mortgage all estates or interest in any freehold or leasehold property owned by it; this includes the real property (if any) specified in schedule 1 (Real Property) of the Debenture (as described in Schedule 3 in the continuation sheets (Short particulars) to this Form MG01); and

1.2.1.2 (to the extent that they are not the subject of a mortgage under clause 2.1.1 of the Debenture (as described in Paragraph 1.2.1.1 above)) by way of first fixed charge all estates or interest in any freehold or leasehold property owned by it at the date of the Debenture or subsequently owned by it.

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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>1.2.2 A reference in clause 2.2 of the Debenture (as described in this Paragraph 1.2) to a mortgage or charge of any freehold or leasehold property includes:</p>	
	<p>1.2.2.1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and</p>	
	<p>1.2.2.2 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.</p>	
	<p>1.3 Trust Property</p> <p>The Chargor charged by way of first fixed charge all of its rights in the Property and under the Property Trust Declaration.</p>	
	<p>1.4 Securities</p> <p>The Chargor charged by way of a first fixed charge:</p> <p>1.4.1 its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf; and</p> <p>1.4.2 any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.</p>	
	<p>1.5 Partnership Interests</p> <p>1.5.1 To the extent not covered by clause 2.5.2 of the Debenture (as described in Paragraph 1.5.2 below), the Chargor assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Limited Partnership Agreement; and</p> <p>1.5.2 The Chargor charged by way of first fixed charge, all its present and future:</p> <p>1.5.2.1 Limited Partnership Interest;</p> <p>1.5.2.2 rights to receivables made pursuant to the Limited Partnership Agreement to the Chargor; and</p> <p>1.5.2.3 rights to the Limited Partnership Related Rights (as defined in the Limited Partnership Interest Charge).</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>1.6 Plant and machinery</p> <p>The Chargor charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.</p> <p>1.7 Credit balances</p> <p>The Chargor charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Facility Agreement or the Debenture) it has with any person and the debt represented by it.</p> <p>1.8 Book debts etc.</p> <p>The Chargor charged by way of a first fixed charge:</p> <p>1.8.1 all of its book and other debts;</p> <p>1.8.2 all other moneys due and owing to it; and</p> <p>1.8.3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under clause 2.8.1 or 2.8.2 of the Debenture (as described in Paragraphs 1.8.1 and 1.8.2 above).</p> <p>1.9 Insurances</p> <p>The Chargor assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.</p> <p>1.10 Hedging</p> <p>The Chargor assigned and agreed to assign absolutely, subject to a provision for re-assignment on redemption, all of its rights under any Hedging Arrangements.</p> <p>1.11 Other contracts</p> <p>The Chargor assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights:</p> <p>1.11.1 under each Lease Document;</p> <p>1.11.2 in respect of all Rental Income;</p> <p>1.11.3 under any guarantee of Rental Income contained in or relating to any Lease Document;</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>1.11.4 under the Property Trust Declaration;</p> <p>1.11.5 under each Transaction Document to which it is or became a party (other than the Fund Management Agreement);</p> <p>1.11.6 under any agreement relating to a purchase of a Property by the Chargor; and</p> <p>1.11.7 under any other agreement to which it is or became a party except to the extent that it is subject to any fixed security created under any other term of clause 2 of the Debenture (as described in Paragraph 1 above).</p> <p>1.12 Miscellaneous</p> <p>The Chargor charged by way of first fixed charge:</p> <p>1.12.1 any benefit interest, claim or entitlement it has in any pension fund;</p> <p>1.12.2 its goodwill;</p> <p>1.12.3 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;</p> <p>1.12.4 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in clause 2.12.3 of the Debenture (as described in Paragraph 1.12.3 above); and</p> <p>1.12.5 its uncalled capital.</p> <p>1.13 Separate Charges</p> <p>It was agreed that each of the charges referred to in clauses 2.2 (Land) to 2.12 (Miscellaneous) (inclusive) of the Debenture (as described in Paragraphs 1.2 to 1.12 above) were to be read and construed as, and deemed to be separate charges over each of the items mentioned in each such clause, so that each item mentioned in each clause was to be deemed to be subject to a separate charge. Without limiting the previous sentence, if any such item was found to be subject to a floating charge and not to a fixed charge, such finding would not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge).</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>1.14 Floating charge</p> <p>1.14.1 The Chargor charged by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2.14 of the Debenture (as described in this Paragraph 1.14).</p> <p>1.14.2 Except as provided below, it was agreed that the Agent may by notice to the Chargor convert the floating charge created by clause 2.14 of the Debenture (as described in this Paragraph 1.14) into a fixed charge as regards the Chargor's assets specified in that notice, if:</p> <p>1.14.2.1 an Event of Default is outstanding; or</p> <p>1.14.2.2 the Agent considers those assets to be in jeopardy, whether in danger of being seized or sold under any form of distress, execution or other legal process or otherwise.</p> <p>1.14.3 It was agreed that the floating charge created by clause 2.14 of the Debenture (as described in this Paragraph 1.14) may not be converted into a fixed charge solely by reason of:</p> <p>1.14.3.1 the obtaining of a moratorium; or</p> <p>1.14.3.2 anything done with a view to obtaining a moratorium,</p> <p>under the Insolvency Act 2000.</p> <p>1.14.4 It was agreed that the floating charge created by clause 2.14 of the Debenture (as described in this Paragraph 1.14) would automatically convert into a fixed charge over those assets of the Chargor from time to time subject to a floating charge pursuant to the Debenture (the "Floating Charge Assets"):</p> <p>1.14.4.1 if steps were taken to appoint an administrator or to issue a notice of intention to appoint an administrator;</p> <p>1.14.4.2 if the Chargor created or attempted to create any Security over all or any of the Floating Charge Assets; or</p> <p>1.14.4.3 if any person levied or attempted to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets.</p>	

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Short particulars	<p data-bbox="416 400 1492 546">1.14.5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2.14 of the Debenture (as described in this Paragraph 1.14) which floating charge is accordingly a qualifying floating charge for such purposes.</p> <p data-bbox="323 589 804 616">2. RESTRICTIONS ON DEALINGS</p> <p data-bbox="323 658 520 685">2.1 Security</p> <p data-bbox="416 728 1492 835">It was agreed that except as expressly allowed in the Facility Agreement, the Chargor would not create or permit to subsist any Security on any Security Asset (except for any Security created or constituted by the Debenture).</p> <p data-bbox="323 878 542 904">2.2 Disposals</p> <p data-bbox="416 947 1492 1131">It was agreed that except as expressly allowed in the Facility Agreement, the Chargor would not sell, transfer, licence, lease or otherwise dispose of or agree to sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Debenture.</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	SCHEDULE 2	
	<p style="text-align: center;">Definitions</p> <p>Agent means Eurohypo AG, London Branch as agent and security trustee for the Finance Parties;</p> <p>Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property;</p> <p>Arranger means Eurohypo AG, London Branch;</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;</p> <p>Borrower means Threadneedle Strategic Property Fund IV Sub Partnership No. 3 LP (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP013672) acting by its general partner Sackville SPF IV (GP) No. 3 Limited (registered in England and Wales with registration number 06838362);</p> <p>Commitment means:</p> <p style="padding-left: 40px;">(a) in relation to the Original Lender, the amount set opposite its name under the heading "Commitment" in schedule 1 (<i>The Original Lender</i>) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and</p> <p style="padding-left: 40px;">(b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement,</p> <p style="padding-left: 40px;">to the extent not cancelled, reduced or transferred by it under the Facility Agreement;</p> <p>Counterparty means Eurohypo AG, London Branch as counterparty to hedging arrangements relating to the Facility Agreement;</p> <p>Delegation Letter means the delegation letter dated 7 August 2009 between Threadneedle Asset Management Limited and Threadneedle Property Investments Limited pursuant to which Threadneedle Asset Management Limited delegated certain unregulated activities of a property advisory nature in relation to the Property under the Fund Management Agreement to Threadneedle Property Investments Limited;</p>	

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6		Short particulars of all the property mortgaged or charged	
		Please give the short particulars of the property mortgaged or charged.	
Short particulars	Event of Default	means any event or circumstance specified as such in clause 24 (<i>Events of Default</i>) of the Facility Agreement;	
	Facility	means the term loan facility made available under the Facility Agreement as described in clause 2 (<i>The Facility</i>) of the Facility Agreement;	
	Facility Agreement	means the facility agreement dated 16 December 2009, between (among others) the Chargor and the Agent (as amended from time to time);	
	Fee Letter	means any letter or letters dated on or about the date of the Facility Agreement between the Arranger, the Agent and the Borrower setting out any of the fees referred to in clause 11 (<i>Fees</i>) of the Facility Agreement and any other fee letter designated as such by the Agent and the Borrower;	
	Finance Document	means the Facility Agreement, a Security Document, the Subordination Agreement, any Fee Letter, a Transfer Certificate, the Hedging Arrangements and any other document designated as such by the Agent and the Borrower;	
	Finance Party	means the Agent, the Arranger, the Counterparty or a Lender;	
	Fund Document	means: (a) the Limited Partnership Agreement; (b) the Fund Management Agreement; (c) the Delegation Letter; or (d) a Property Trust Declaration;	
	Fund Management Agreement	means the fund management agreement dated 3 July 2009 (as amended and restated by an amendment and restatement agreement dated 19 October 2009) between Sackville SPF IV Property (GP) Limited, the Fund Manager and the Scottish Limited Partnership or (as the context requires) the form of adherence dated 29 October 2009 between the Borrower and the Fund Manager pursuant to which the Borrower becomes a party thereto;	

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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>Fund Manager</p> <p>Fund Undertaking</p> <p>General Partner</p> <p>Hedging Arrangements</p> <p>Lease Document</p> <p>Lender</p> <p>Limited Partnership Agreement</p>	<p>means Threadneedle Asset Management Limited (registered in England and Wales with registration number 00573204) or any other fund manager of the Borrower appointed by the Chargor with the prior written consent of, and on terms approved by the Majority Lenders;</p> <p>means the undertaking delivered by the Scottish Limited Partnership in favour of the Finance Parties;</p> <p>means the Chargor;</p> <p>means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Facility Agreement;</p> <p>means an Agreement for Lease; an Occupational Lease; or any other document designated as such by the Agent and the Borrower;</p> <p>means the Original Lender; and any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 26 (<i>Changes to the Lenders</i>) of the Facility Agreement;</p> <p>means the limited partnership agreement dated 29 October 2009 between the Chargor and the Scottish Limited Partnership as limited partner constituting the Borrower;</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	Limited Partnership Interest	<p>in respect of the Chargor:</p> <p>(a) all of its present and future right, title, interest and benefit under, in and to the Limited Partnership Agreement whether arising under the Limited Partnership Agreement, law or equity, including but not limited to its share (as such share is calculated in under the Limited Partnership Agreement); and</p> <p>(b) any right to purchase or otherwise acquire any additional interest in the Borrower, including without limitation any interest in the joint estate of the Borrower;</p>
	Limited Partnership Interest Charge	means a charge by the Scottish Limited Partnership and the Scottish LP GP over their Limited Partnership Interest;
	Limited Partnership Related Rights	means any dividend or interest paid or payable in relation to the Limited Partnership Interest and any rights, warrants, benefits, money or property accruing or offered at any time in relation to the Limited Partnership Interest by way of dividend, purchase, conversion, redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
	Loan	means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan;
	Majority Lenders	<p>means:</p> <p>(a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 66²/₃ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66²/₃ per cent. of the Total Commitments immediately prior to the reduction); or</p> <p>(b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66²/₃ per cent. of all the Loans then outstanding;</p>
	Nominee	means each of Sackville SPF IV Property Nominee (5) Limited (registered in England and Wales with registration number 06991011) and Sackville SPF IV Property Nominee (6) Limited (registered in England and Wales with registration number 06991225);

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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

Obligor	means the Borrower, the Chargor or a Nominee;
Occupational Lease	means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject;
Original Lender	means Eurohypo AG, London Branch;
Property	means any real property that becomes a "Property" in accordance with the Facility Agreement as described in the relevant Debenture, Supplemental Debenture or Scottish Security Document (as the case may be) and, where the context so requires, includes any buildings on such property;
Property Trust Declaration	means any document evidencing a declaration of trust in respect of a Property whereby the legal title is held by the Nominees on trust for the Borrower;
Rental Income	means the aggregate of all amounts paid or payable to or for the account of an Obligor in connection with the letting of any part of a Property, including any amount corresponding to: <ul style="list-style-type: none"> (a) rent, licence fees or any equivalent amounts paid or payable; (b) received or receivable sums under any deposit held as security for performance of a tenant's obligations; (c) any apportionment of rent in favour of that Obligor; (d) any other moneys paid or payable in respect of occupation and/or usage of that Property or any fixture and fitting on that Property whether occupied or used 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 Document; (g) any sum paid or payable by any guarantor of any tenant under any Lease Document;

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(h) any Tenant Contributions; and

(i) 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 that Obligor;

Scottish Limited Partnership

means Threadneedle Strategic Property Fund IV LP (a Scottish limited partnership established under the Limited Partnerships Act 1907 acting by its general partner, the Scottish LP GP);

Scottish LP GP

means Sackville SPF IV Property (GP) Limited (registered in England and Wales with registration number 06791531);

Scottish Security Document

means any standard security, assignment of rents or any intimation letter required thereunder granted in favour of the Finance Parties in respect of a Property situated in Scotland;

Security

means a mortgage, standard security, hypothecation, charge, assignment, assignation, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect created or constituted by the Debenture;

Security Assets

means all the assets of the Chargor which are the subject of any Security created or constituted by the Debenture;

Security Document

means:

- (a) the Debenture;
- (b) each Supplemental Debenture;
- (c) each Scottish Security Document;
- (d) the Limited Partnership Interest Charge;
- (e) the Share Charge;
- (f) the Fund Undertaking; or
- (g) any other document designated as such by the Agent and the Borrower;

Share Charge

means a charge by Threadneedle Property Investments Limited over the entire issued share capital of the General Partner;

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Subordination Agreement</p> <p>Supplemental Debenture</p> <p>Tenant Contributions</p> <p>Total Commitments</p> <p>Transaction Document</p> <p>Transfer Certificate</p> <p>VAT</p>	<p>means a subordination agreement entered into by a subordinated creditor in favour of the Agent in form and substance satisfactory to the Agent;</p> <p>means a supplemental debenture granted by an Obligor in relation to any Property in which that Obligor has any interest and other assets associated with such Property;</p> <p>means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of:</p> <p>(a) contribution to:</p> <p>(i) insurance premia and the cost of an insurance valuation;</p> <p>(ii) a service charge in respect of costs incurred by an Obligor under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or</p> <p>(iii) a sinking fund; or</p> <p>(b) VAT or similar taxes;</p> <p>means the aggregate of the Commitments being as at the date of the Facility Agreement;</p> <p>means:</p> <p>(a) a Finance Document;</p> <p>(b) a Lease Document;</p> <p>(c) a Fund Document;</p> <p>(d) any document pursuant to which any interest in a Property is acquired by an Obligor; or</p> <p>(e) any other document designated as such by the Agent and the Borrower;</p> <p>means a certificate substantially in the form set out in schedule 5 (Form of Transfer Certificate) of the Facility Agreement or any other form agreed between the Agent and the Borrower; and</p> <p>means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.</p>

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p style="text-align: center;">SCHEDULE 3</p> <p style="text-align: center;">Real Property</p> <p>The property known as land on the south east side of Twinches Lane, Slough as the same is registered at the Land Registry with title absolute under title numbers BK307683 and BK266799.</p>	

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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

Howang 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 **Lauren DeMarco**Company name **OLSWANG LLP**Address **90 High Holborn****London**

Post town

County/Region

Postcode

W**C****1****V****6****X****X**

Country

DX **37972** **Kingsway**Telephone **020 7067 3000****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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

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

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

**COMPANY NO. 6838362
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18
DECEMBER 2009 AND CREATED BY SACKVILLE SPF IV (GP)
NO. 3 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY
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 31 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2010

OX. Seb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES