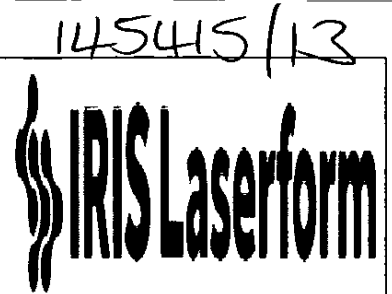


MG01

Particulars of a mortgage or charge



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

FRIDAY



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21/09/2012

#73

COMPANIES HOUSE

1

Company details

Company number

0 7 6 8 5 8 1 2

Company name in full

ISDC DEVELOPMENTS (NO4) 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

d1 d3 m0 m9 y2 y0 y1 y2

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 property charge in respect of land on the south west of Hainault Road, Romford between the Chargor and Deutsche Bank AG, London Branch (the "Security Trustee") (the "Property Charge")

4

Amount secured

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

Amount secured

All obligations at any time due, owing or incurred by the Borrower to any Secured Party under the Facility Agreement and the other Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) (the "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

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 Bank AG, London Branch

Address Winchester House

1 Great Winchester Street

Postcode E C 2 N 2 D B

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

Nature of Security

The Security created under this Charge is created

(a) in favour of the Security Trustee as trustee for the Secured Parties,

(b) as a continuing security to secure the payment and discharge of the Secured Obligations and

(c) with full title guarantee (except that the covenant set out in section 3(1) of the Miscellaneous Provisions Act shall extend to all charges encumbrances and rights even if the Chargor does not know and could not reasonably be expected to know about them) subject to any Permitted Security

Security

The Chargor charged

1 By way of first legal mortgage all the Property described in Schedule 1 (Details of Property) in the Property Charge which is also listed in the definitions of Property in this Form MG01

2 By way of first fixed charge, except to the extent mortgaged under paragraph 1 above, all other Property which it has at the date of the Property Charge or may subsequently acquire including but not limited to each of the following (including all rights of enforcement of the same)

- all fixtures fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them and

- all easements licences and other rights relating to the Property in which it has an interest

Assignment

The Chargor assigned absolutely each of the following including all rights of enforcement of the same

- the proceeds of any disposal of the Property

- any monies payable to it under any Insurance Policy and

- all causes of action and other rights and remedies in connection with the Property in which it has an interest

Trust

If or to the extent that the mortgaging, assignment or charging of any Charged Property is prohibited for any reason the Chargor shall hold it on trust for the Security Trustee

Negative Pledge

The Chargor shall not, at any time during the Charge Security Period create or permit to subsist any Security over any Charged Property other than the Permitted Security without prior consent of Security Trustee

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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

Further assurance

1 The Chargor shall execute any document and do anything else the Security Trustee reasonably requires (and in such form as the Security Trustee reasonably requires)

(a) to give effect to the Property Charge and the transactions intended to be effected by it,

(b) to create, perfect, protect and preserve the Security intended to be created by the Property Charge and its ranking with any other Security over any Charged Property,

(c) to exercise any rights, powers and discretions of the Security Trustee, any Receiver or any administrator in connection with any Charged Property,

(d) to facilitate the realisation of any Charged Property;

(e) to enable or assist the Security Trustee to enter into any transaction to start, defend or conduct any proceedings and/or take any other action relating to any Charged Property in any jurisdiction or under the law of any jurisdiction, and/or

(f) for any similar or related purpose

2 The Chargor shall deliver to the Security Trustee such evidence of the due authorisation and execution of any document delivered or thing done under paragraph 1 above as the Security Trustee may require

DEFINED TERMS USED IN THIS FORM MG01

"Account Bank" means Deutsche Bank AG, London Branch

"Agent" means Deutsche Bank AG, London Branch

"Borrower" means ISDC Developments (No3) Limited

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee under the Property Charge

"Charge Security Period" means the period commencing on the date of the Property Charge and ending on the date on which the Security constituted by the Property Charge is released in accordance with clause 24 of the Facility Agreement

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Trustee

"Development" means the design, construction, installation and commissioning of the C&W Data Hall in accordance with the terms of the Construction Documents

"Facility Agreement" means a facility agreement dated on the date of the

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="317 342 1038 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="317 443 1508 499">Property Charge between the Borrower, Agent, Original lender and Security Trustee in relation to the Development</p> <p data-bbox="317 533 1508 775">"Finance Document" means each of the Facility Agreement, the Security Documents, the Subordination Deed, the Consent to Charge, each Transfer Certificate, the Fees Letter, the C&W Step in Provisions, any assignment or transfer pursuant to Clause 19 21 of the Facility Agreement, the Account Bank Agreement, each notice of charge or assignment delivered pursuant to any Security Document and each acknowledgement of such notice and any other document or letter designated in writing by both the Borrower and the Agent at the time as a finance document relating to the Facility Agreement</p> <p data-bbox="317 808 686 835">"Finance Parties" means</p> <ul data-bbox="317 842 782 958" style="list-style-type: none"> (a) the Lenders, (b) the Agent, (c) the Security Trustee, and (d) the Account Bank <p data-bbox="317 992 927 1021">and "Finance Party" means each of them</p> <p data-bbox="317 1055 1508 1149">"Infinity" means Infinity SDC Limited, a company incorporated in England with company number 05585726 and having its registered office at Norfolk House East, 499 Silbury Boulevard, Milton Keynes, Buckinghamshire MK9 2AH</p> <p data-bbox="317 1182 1508 1299">"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest and all Related Rights to the extent that that policy of insurance and those Related Rights relate to the Charged Property</p> <p data-bbox="317 1332 1508 1391">"Lenders" means the Original Lender and any permitted assigns and permitted transferees and "Lender" means any one of them</p> <p data-bbox="317 1424 1508 1480">"Miscellaneous Provisions Act" means the Law of Property (Miscellaneous Provisions) Act 1994</p> <p data-bbox="317 1514 1508 1570">"Obligors" means each of the Borrower and Infinity and "Obligor" means any of them</p> <p data-bbox="317 1603 1195 1632">"Original Lender" means Deutsche Bank AG, London Branch</p> <p data-bbox="317 1666 730 1693">"Permitted Security" means</p> <ul data-bbox="317 1727 1508 2033" style="list-style-type: none"> (a) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances, (b) any retention of title to goods supplied to the Chargor at any time prior to the Security constituted by the Property Charge becoming enforceable in the ordinary course of developing, operating and maintaining the Property, (c) any lien arising by operation of law or in the ordinary course of

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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>developing, operating and maintaining the Property,</p> <p>(d) any Security entered into pursuant to any Finance Document, and</p> <p>(e) any Security created with the consent of the Lenders</p> <p>"Property" means the land on the south west of Hainault Road, Romford with title numbers EX28832 and EX29234, including all</p> <ul style="list-style-type: none"> - land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future, - buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery from time to time situated on or forming part of the property and other structures now or in future on it, and - easements, access-rights, rights of way, wayleaves and rights attaching to it <p>"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to any of the Security Documents in respect of any Obligor or the Chargor or in respect of the secured assets of the relevant Obligor or the Chargor</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any moneys and proceeds paid or payable in respect of that asset, (including all rights against any trustee, nominee, fiduciary or clearing system) <p>"Secured Parties" means the Finance Parties and any Receiver or Delegate and, in each case, "Secured Party" shall mean any one of them</p> <p>"Security" means a mortgage, charge, pledge, lien or other security securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Documents" means the Debenture, each of the Shares Charges, the Additional Security, the Duty of Care Deeds, collateral warranties from each member of the Development Team in favour of the Security Trustee, the Guarantee and any other agreement or document that may be executed at any</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

time by the Borrower or any other Obligor or any other person as security for all or any amounts payable under or in connection with any of this Agreement and the documents referred to in this definition

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

None

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 Berrin Leighton + Partner 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 **Mushfique Khan**

Company name **Berwin Leighton Paisner LLP**

Address **Adelaide House**

London Bridge

Post town **London**

County/Region

Postcode **E C 4 R 9 H A**

Country

DX **92 LONDON/CHANCERY LN**

Telephone **+44 (0) 20 3400 3559**



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. 7685812
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PROPERTY CHARGE DATED 13
SEPTEMBER 2012 AND CREATED BY ISDC DEVELOPMENTS
(NO4) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE BORROWER TO ANY SECURED
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 21
SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 SEPTEMBER
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES