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LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please complete
in typescript, or
in bold black
capitals

LLP Number

~~WA~~ OC301540 By Kevin

For official use

311

Full Name of Limited Liability Partnership

KPMG LLP (the Chargor)

Date of creation of the charge

18 June 2009

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

A security agreement dated 18 June 2009 between the Chargors and The Royal Bank of Scotland plc as agent and trustee for the Finance Parties (the Deed).

Amount secured by the mortgage or charge

7.9
+
1.0

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of KPMG to any Finance Party under each Finance Document to which KPMG is a party, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985.

Signed

Allen & Overy LLP

Date

03/07/09

On behalf of ~~ALL DOCUMENTS~~ [chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Allen & Overy LLP
40 Bank Street
London
E14 5DU

Tel 020 3088 0000

E-mail

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

FRIDAY



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03/07/2009

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COMPANIES HOUSE

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

The Royal Bank of Scotland plc, Level 5, 135 Bishopsgate, London,
EC2M 3UR

Short particulars of all the
property mortgaged
or charged

See continuation sheet.

Particulars as to
commission allowance
or discount (note 3)

Nil

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.

* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

Short particulars of all the property mortgaged or charged

1. Land

Each Chargor charges by way of a first legal mortgage all its estate or interest in the real property specified in Schedule 1 of the Deed (Security assets) under the heading **Real Property**, including:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargors in respect of that property or any moneys paid or payable in respect of those covenants.

2. Restrictions on dealings

Neither Chargor shall:

- (b) create or permit to subsist any security interest on any Security Asset; or
- (c) sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Credit Agreement.

In this Form 395:

Agent means The Royal Bank of Scotland plc as agent of the other Finance Parties.

Arranger means Barclays Capital, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers.

Borrower means KPMG LLP.

Chargors means the Chargor together with KPMG CW Properties Limited.

Credit Agreement means the £360,000,000 credit agreement dated 3 November 2006 between (among others) KPMG LLP and the Security Agent.

Fee Letter means any letter or letters dated on or about the date of the Credit Agreement between, as the case may be, the Arranger and the Borrower, the Agent and the Borrower or the Security Agent and the Borrower setting out any of the fees referred to in Clause 11 of the Credit Agreement.

Finance Document means the Credit Agreement, any Fee Letter, any Security Document and any other document designated as such by the Agent and the Borrower.

Finance Party means the Agent, the Security Agent, the Arranger or a Lender.

Fixed Charge means the fixed security document over the Borrower and KPMG Properties' interests in the Property in the Agreed Form to be entered into in accordance with Clause 20.8 (Security) between the Borrower, KPMG Properties and the Security Agent (in favour of the Finance Parties) to secure the Liabilities.

KPMG Properties means KPMG CW Properties Limited.

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 22 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement.

Liabilities means all present and future moneys, debts and liabilities due, owing or incurred by the Borrower to any Finance Party under or in connection with any Finance Document.

Original Lender means the financial institutions listed in Schedule 1 (The Original Lenders) of the Credit Agreement as lenders.

Party means a party to the Credit Agreement.

Property means the property known or to be known as 15 Canada Square (West) (Parcel DS-3W), Canary Wharf, London E14 including the buildings to be constructed on it, each and every part of it, all buildings, fixtures (including trade fixtures), fixed plant and machinery, furnishings, fittings, equipment, decorations and other structures and all easements and rights attaching to it.

Security Agent means The Royal Bank of Scotland plc as security agent for the Finance Parties.

Security Agreement means the security agreement between the Borrower, KPMG Properties and the Security Agent.

Security Assets mean all assets of the Chargors the subject of any security created by the Deed.

Security Document means the Security Agreement, the Fixed Charge and any other security document designated as such by the Security Agent and the Borrower.

3. Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) the "**Agent**", the "**Arranger**", any "**Finance Party**", any "**Lender**", the "**Borrower**", any "**Party**" or the "**Security Agent**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) "**assets**" includes present and future properties, revenues and rights of every description;
 - (iii) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument;
 - (iv) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (vi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, which is generally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted;
 - (viii) a time of day is a reference to London time; and
 - (ix) a "**disposal**" means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary.
- (b) A document is in the "Agreed Form" if it is substantially in a form initialled by or on behalf of the Borrower and the Agent (acting on behalf of the Lenders) on or before the signing of this Agreement for the purposes of identification.
- (c) Section, Clause and Schedule headings are for ease of reference only.
- (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in the Credit Agreement.
- (e) A Default or Event of Default is "continuing" if it has not been remedied or waived.
- (f) Barclays Capital is a reference to Barclays Capital, the investment banking division of Barclays Bank PLC.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 401(2) of the Companies Act 1985 as applied to
Limited Liability Partnerships pursuant to Paragraph 4 and
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

LLP NO. OC301540

CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED
THE 18 JUNE 2009 AND CREATED BY KPMG LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP 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 XII OF THE COMPANIES ACT 1985 AS APPLIED TO
LIMITED LIABILITY PARTNERSHIPS PURSUANT TO
PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY
PARTNERSHIPS REGULATIONS 2000 ON THE 3 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JULY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES