

107658/13
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 regi
particulars of a charge for a Sco
company To do this, please use
form MG01s

MONDAY



LD5 07/02/2011 72
COMPANIES HOUSE

1 Company details

Company number 0 5 4 9 1 6 2 6

Company name in full MEPC Birchwood Park General Partner Limited in its capacity as
general partner of MEPC Birchwood Park Limited Partnership

6 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 2 4 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture (the "**Deed**") dated 24 January 2011 made between the (1) MEPC Birchwood Park
Limited Partnership acting by its general partner MEPC Birchwood Park General Partner Limited
(the "**Chargor**"), MEPC Birchwood Park General Partner Limited, MEPC Birchwood Park No 1
Limited and MEPC Birchwood Park No 2 Limited as chargors and (2) Eurohypo AG, London
Branch as agent and trustee for the Finance Parties (the "**Agent**")

4 Amount secured

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

Amount secured Please see attached Schedule 1

Capitalised terms in this Form MG01 and the attached continuation
pages, unless otherwise defined, shall have the meanings set out in
Schedule 3 of this Form MG01

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

Eurohypo AG, London Branch

Address

4th Floor, 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 attached Schedule 2

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 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

Obwang 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 Piotr Giemza-Popowski

Company name OLSWANG LLP

Address 90 High Holborn

Post town London

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3346



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

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	<div data-bbox="815 405 983 432">SCHEDULE 1</div> <div data-bbox="298 465 1519 622">All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally 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</div>	

In accordance with Section 860 of the Companies Act 2006	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	<p style="text-align: center;">SCHEDULE 2</p> <p>1 Land</p> <p>1 1 The Chargor has charged</p> <p>1 1 1 by way of a first legal mortgage all estates or interest in any freehold or leasehold property now owned by it, this includes the Real Property, and</p> <p>1 1 2 to the extent that they are not the subject of a mortgage under Clause 2 2 1 (as described in paragraph 1 1 1 of Schedule 2 of this MG01) by way of first fixed charge all estates or interest in any freehold or leasehold property now or subsequently owned by it</p> <p>1 2 Each Party has agreed that reference in this subclause to a mortgage or charge of any freehold or leasehold property shall include</p> <p>1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>1 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>2 Securities</p> <p>The Chargor has charged by way of a first fixed charge</p> <p>2 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>2 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>3 Plant and machinery</p> <p>The Chargor has 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>	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page - Particulars of a mortgage or charge	
6	Short particulars of all the property mortgaged or charged.	
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	<p>4 Credit balances</p> <p>The Chargor has 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 Deed) it has with any person and the debt represented by it</p> <p>5 Book debts etc</p> <p>The Chargor has charged by way of a first fixed charge</p> <p>5 1 all of its book and other debts,</p> <p>5 2 all other moneys due and owing to it, and</p> <p>5 3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clauses 2 6 1 or 2 6 2 (as described in paragraphs 5 1 or 5 2 of Schedule 2 of this MG01)</p> <p>6 Insurances</p> <p>The Chargor has assigned 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>7 Hedging</p> <p>The Chargor has assigned absolutely, subject to a provision for re-assignment on redemption, all of its rights under any Hedging Arrangements</p> <p>8 Other contracts</p> <p>The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights</p> <p>8 1 under each Lease Document,</p> <p>8 2 in respect of all Rental Income,</p> <p>8 3 under any guarantee of Rental Income contained in or relating to any Lease Document,</p>	

<p>In accordance with Section 860 of the Companies Act 2006</p>	<p>MG01 - continuation page Particulars of a mortgage or charge</p>	
<p>6</p>	<p>Short particulars of all the property mortgaged or charged.</p>	
	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>8 4 under the Limited Partnership Agreement,</p> <p>8 5 under each Advisory Agreement,</p> <p>8 6 under any other Transaction Document to which it is a party,</p> <p>8 7 under any agreement relating to the purchase of a Property (including the Real Property) by the Chargor, and</p> <p>8 8 under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause</p> <p>9 Miscellaneous</p> <p>The Chargor has charged by way of first fixed charge</p> <p>9 1 its goodwill,</p> <p>9 2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>9 3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2 10 2 (as described in paragraph 9 2 of Schedule 2 of this MG01), and</p> <p>9 4 its uncalled capital</p> <p>10 Floating charge</p> <p>10 1 The Chargor has 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 this clause</p> <p>10 2 Except as provided below, the Parties have agreed that the Agent may by notice to a Chargor convert the floating charge created by Subclause 2 12 of the Deed (as described in paragraph 10 of Schedule 2 of this MG01) into a fixed charge as regards that Chargor's assets specified in that notice, if</p> <p>10 2 1 an Event of Default is outstanding, or</p> <p>10 2 2 the Agent considers those assets to be in jeopardy, whether in danger of</p>	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page . Particulars of a mortgage or charge	
6	Short particulars of all the property mortgaged or charged.	
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	<p style="text-align: center;">being seized or sold under any form of distress, execution or other legal process or otherwise</p> <p>10 3 The floating charge created by Subclause 2 12 of the Deed (as described in paragraph 10 of Schedule 2 of this MG01) will automatically convert into a fixed charge over those assets of a Chargor from time to time subject to a floating charge pursuant to this Deed (the "Floating Charge Assets")</p> <p>10 3 1 if steps are taken to appoint an administrator or to issue a notice of intention to appoint an administrator,</p> <p>10 3 2 if that Chargor creates or attempts to create any Security over all or any of the Floating Charge Assets, or</p> <p>10 3 3 if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets</p> <p>11 RESTRICTIONS ON DEALINGS</p> <p>11 1 Security</p> <p> Except as expressly allowed in the Facility Agreement, the Chargor agreed that it shall not create or permit to subsist any Security on any Security Asset (except for this Security or Permitted Security)</p> <p>11 2 Disposals</p> <p> Except as expressly allowed in the Facility Agreement, the Chargor agreed that it shall 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 any Permitted Disposal or the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under this Deed</p>	

<p>In accordance with Section 860 of the Companies Act 2006</p>	<p>MG01 - continuation page Particulars of a mortgage or charge</p>	
<p>6</p>	<p>Short particulars of all the property mortgaged or charged.</p>	
	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p style="text-align: center;">SCHEDULE 3</p> <p style="text-align: center;">DEFINITIONS</p> <p>"Advisory Agreement" means any agreement entered into by an Obligor with the Property Manager, the Operator or the Managing Agent,</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 as arranger under the Facility Agreement,</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Clause" means a clause of the Deed,</p> <p>"Counterparty" means Eurohypo AG, London Branch as counterparty under the Facility Agreement,</p> <p>"Development Land" as defined in the Facility Agreement,</p> <p>"Facility Agreement" means the £62,425,000 facility agreement dated 15 December 2010 between (among others) the Chargor and the Agent,</p> <p>"Finance Document" means the Debenture, the Limited Partnership Interest Charge, the Mortgage of Shares, the Subordination Agreement, any Fee Letter, a Transfer Certificate, the Hedging Arrangements, a Duty of Care Agreement, the Side Letter (each as defined in the Facility Agreement), the Facility Agreement and any other document designated as such by the Agent and the Chargor,</p> <p>"Finance Party" means the Agent, the Arranger, the Counterparty or a Lender,</p> <p>"Hedging Arrangement" means any interest hedging arrangement entered into by the</p>	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page - Particulars of a mortgage or charge	
6	Short particulars of all the property mortgaged or charged.	
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	<p>Chargor in connection with interest payable under the Facility Agreement,</p> <p>"Lease Document" means in respect of a Property (other than in respect of the Development Land)</p> <p>(a) an Agreement for Lease,</p> <p>(b) an Occupational Lease, or</p> <p>(c) any other document designated as such by the Agent and the Chargor,</p> <p>"Lender" means Eurohypo AG, London Branch as original lender under the Facility Agreement and any entity which has become and not ceased to be a Party in accordance with the Facility Agreement,</p> <p>"Limited Partners" as defined in the Facility Agreement,</p> <p>"Limited Partnership Agreement" means the limited partnership agreement dated 26 July 2005 and amended and restated on 23 September 2005 between the MEPC Birchwood Park General Partner Limited and the Limited Partners constituting the MEPC Birchwood Park Limited Partnership,</p> <p>"Managing Agent" means CB Richard Ellis Limited or any other managing agent appointed by the Chargor in respect of the Properties with the prior approval of the Agent,</p> <p>"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which the Properties may at any time be subject,</p> <p>"Obligor" means the Chargor, MEPC Birchwood Park General Partner Limited, MEPC Birchwood Park Holdings No 1 Limited, MEPC Birchwood Park Holdings No 2 Limited, MEPC Birchwood Park No 1 Limited and MEPC Birchwood Park No 2 Limited,</p> <p>"Operator" means Hermes Investment Management Limited or any other operator appointed by an Obligor with the prior approval of the Agent,</p>	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge																											
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	<p>"Party" means a party to the Deed,</p> <p>"Permitted Security" means</p> <p>(a) any lien arising by operation of law and in the ordinary course of trading, or</p> <p>(b) any Security entered into pursuant to any Finance Document,</p> <p>"Property" means any property forming part of Birchwood Park, Warrington specified below and as described in the Deed and, where the context so requires, includes any buildings on such property (together the "Properties")</p> <table><tr><th>Description of Property</th><th>Land Registry Title Number</th></tr><tr><td>Chadwick House</td><td>CH424786</td></tr><tr><td>Thomson House</td><td>CH424786</td></tr><tr><td>Building 101</td><td>CH424786</td></tr><tr><td>Building 102</td><td>CH424786</td></tr><tr><td>Building 103</td><td>CH424786</td></tr><tr><td>Building 104</td><td>CH424786</td></tr><tr><td>Building 105</td><td>CH424786</td></tr><tr><td>Building 106</td><td>CH424786</td></tr><tr><td>NNC Building 601</td><td>CH424786</td></tr><tr><td>Building 301</td><td>CH424786</td></tr><tr><td>Building 302</td><td>CH424786</td></tr><tr><td>Building 303</td><td>CH424786</td></tr></table>		Description of Property	Land Registry Title Number	Chadwick House	CH424786	Thomson House	CH424786	Building 101	CH424786	Building 102	CH424786	Building 103	CH424786	Building 104	CH424786	Building 105	CH424786	Building 106	CH424786	NNC Building 601	CH424786	Building 301	CH424786	Building 302	CH424786	Building 303	CH424786
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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	
	Building 304	CH424786
	Cavendish House	CH424786
	Robert Gordon House	CH424786
	Marsham House	CH424786
	Faraday House	CH424786
	Ashton House	CH424786
	Building 201	CH424786
	Building 202	CH424786
	Building 203	CH424786
	Building 204	CH424786
	Building 205	CH424786
	Building 206	CH424786
	Building 209	CH424786
	Building 207A	CH424786
	Building 207B	CH424786
	Building 207C	CH424786
	Building 208A	CH424786
	Building 208B	CH424786
	Building 210A	CH424786
	Building 210B	CH424786
	Building 210C	CH424786

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6	Short particulars of all the property mortgaged or charged.	
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	RD1 Darwin House	CH398198
	RD2 Darwin House	CH398198
	Dewar House	CH398198
	RD3 Walton House	CH398198
	Blue Tents	CH398198
	RD7 (part) Griffiths House	CH398198
	RD7 (part) Wallis House	CH398198
	RD9 Whittle House	CH398198
	Lovell House	CH398198
	NNC Building 611	CH424786
	NNC Building 612	CH424786
	Plate Yard, Garage and Store	CH398198
	Gym	CH242786
	The Creche	CH242786
	The Centre	CH242786
	Car Parking	Both titles
	"Property Manager" means MEPC Limited or any other property manager appointed by an Obligor with the prior approval of the Agent,	
	"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 or any part of any Property (other than any Development Land), including any amount corresponding to	
	(a) rent, licence fees or any equivalent amounts paid or payable,	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
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	<p>(b) received or receivable sums under any deposit held as security for performance of a tenant's obligations,</p> <p>(c) any apportionment of rent in favour of that Obligor,</p> <p>(d) any other moneys paid or payable in respect of occupation and/or usage of any Property or any fixture and fitting on any Property whether occupied or used for display or advertisement, on licence or otherwise,</p> <p>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,</p> <p>(f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,</p> <p>(g) any sum paid or payable by any guarantor of any tenant under any Lease Document,</p> <p>(h) any Tenant Contributions, and</p> <p>(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,</p> <p>"Real Property" means</p> <p>(a) Risley Science and Engineering Centre, Daten Avenue, Risley, Warrington, Land Registry title no CH398198,</p> <p>(b) Land on the east side of Warrington Road, Risley, Warrington, Land Registry title no CH424786, and</p> <p>(c) Land on the south side of Birchwood Way, Warrington, Land Registry title no CH508916</p> <p>"Security" means a mortgage, charge, assignment, pledge, lien or other security interest</p>	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
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	<p>securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Assets" means all the assets of the Chargor which are the subject of any Security created or constituted by the Deed,</p> <p>"Tenant Contributions" as defined in the Facility Agreement,</p> <p>"Transaction Document" means</p> <ul style="list-style-type: none"> (a) a Finance Document, (b) a Lease Document, (c) the Limited Partnership Agreement, (d) an Advisory Agreement, (e) a building contract and/or consultant appointment and/or any other document required to be entered into by an Obligor relating to, and in respect of, the Development Land (or part of it) where the conditions set out in the Facility Agreement have been satisfied), (f) the associated partnerships agreement, or (g) any other document designated as such by the Agent and the Chargor 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5491626
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 JANUARY
2011 AND CREATED BY MEPC BIRCHWOOD PARK GENERAL
PARTNER 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 7 FEBRUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY
2011

DH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES