

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 NO**  
You cannot use this for  
particulars of a charge  
company To do this, p  
form MG01s

FRIDAY



A47 05/11/2010 45  
COMPANIES HOUSE

e

**1 Company details**

Company number 0 0 9 3 7 0 5 9

Company name in full Bankuwait Nominees 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 d2 d9 m1 m0 y2 y0 y1 y0

**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 made between the Chargor and Gravitas Holdings PCC Limited  
("Gravitas PCC") acting on behalf of and solely in relation to its cell,  
Gravitas Holdings III (1) and the Agent (2) (the "Legal Charge")

**4 Amount secured**

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

Amount secured All liabilities of the Borrower or a Chargor owed  
or expressed to be owed to the Finance Parties  
under or in connection with the Finance Documents  
whether owed jointly or severally, as principal or  
surety or in any other capacity including, in the  
case of the Borrower, anything which would have  
been a liability but for the fact that it is or  
becomes void, voidable, invalid, unenforceable or  
otherwise irrecoverable and any cost, loss or  
liability suffered by any Finance Party if such  
liability is or becomes void, voidable, invalid,  
unenforceable or otherwise irrecoverable

(the "Secured Liabilities").

**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	Deutsche Hypothekbank (Actien-Gesellschaft)
Address	Cannongate House, First Floor, 62-64 Cannon Street, London as trustee for the Finance Parties (the "Agent")
Postcode	E C 4 N 6 A E
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    | <b>Fixed Security</b>   |
| 1 1  | As continuing security for the payment of the Secured Liabilities each Chargor as nominee and trustee for PIFSS   |
| (a)  | charged to the Agent as trustee for the Finance Parties by way of legal mortgage the Property,  |
| (b)  | assigned to the Agent as trustee for the Finance Parties its interest in the Rental Income,   |
| (c)  | charged to the Agent as trustee for the Finance Parties by way of fixed charge its interest in  |
| (i)  | any money now or at any time after the date of the Legal Charge standing to the credit of any and all of the Accounts, and  |
| (ii) | any present and future insurances in respect of any Charged Property and the proceeds of such insurances, and   |
| (d)  | assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in any agreements listed in schedule 1 to this Form MG01 and any guarantee or security for the performance of any such agreements |
| 2    | <b>Negative Covenants</b>   |
| 2 1  | No Chargor shall except with the prior written consent of the Agent   |
| (a)  | sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any Charged Property,                                      |
| (b)  | create, agree to create or allow to arise or remain outstanding any Security (other than a Permitted Security) over any Charged Property  |

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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

#### Definitions

"Accounts" has the meaning ascribed to it by the Agreement,

"Account Bank" has the meaning ascribed to it by the Agreement,

"Assigned Agreement" means, in relation to either Chargor, each agreement, charged or assigned by such Chargor by this deed and included those agreements listed in schedule 1 to this Form MG01,

"Agreement" means a syndicated loan agreement dated on or about the date of the Legal Charge made between the Borrower (1), the Banks (2) and the Agent (3),

"Bank" means

(a) any bank or financial institution listed in schedule 1 to the Agreement, and

(b) any bank or financial institution which becomes a party to the Agreement in accordance with its terms,

which in each case has not ceased be a party to the Agreement in accordance with such terms,

"Borrower" means Gravitas Holdings III,

"Certificate of Title" has the meaning ascribed to it by the Agreement,

"Charged Property" means all assets mortgaged, charged or assigned by this deed,

"Default" has the meaning ascribed to it by the Agreement,

"Enforcement Event" means the occurrence of a Default which is continuing,

"Environmental Law" has the meaning ascribed to it by the Agreement,

"Finance Documents" has the meaning ascribed to it by the Agreement,

"Finance Party" has the meaning ascribed to it by the Agreement,

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly,

"LPA" means the Law of Property Act 1925,

"Net Rental Income" has the meaning ascribed to it in the Agreement,

"PIFSS" has the meaning ascribed to it by the Agreement,

"Property" means

All that freehold property known as Tempus Court, Guildford registered at the Land Registry with title number SY426789

All that freehold property known as Airwave Solutions, 1Quarter, Rugby registered at the Land Registry with title number WK456627

All that part freehold, part leasehold property known as Aalco Metals, Western Way,

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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

Wednesbury registered at the Land Registry with title numbers WM634075 (freehold) and WM636417 (leasehold)

"Rent Account" has the meaning ascribed to it by the Agreement,

"Rental Income" has the meaning ascribed to it in the Agreement,

"Sale" means in relation to any part of the Property the sale of the freehold or the grant of a Lease at a premium and "Sold" shall be construed accordingly,

"Sale Proceeds" means 100% of the gross proceeds of sale (including any premium in respect of the grant of a Lease) or of any other dealings in any interest in all or any part of the Property,

"Sale Proceeds Account" has the meaning ascribed to it by the Agreement,

"Scottish Property" means the property known as 151 West George Street, Glasgow registered at the Land Register of Scotland with title number GLA151658,

"Security Documents" means this deed and any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of a Chargor or the Borrower under the Finance Documents, and

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

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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**

**Assigned Agreements**

Each collateral warranty entered into by either or both of the Chargors or in relation to which either or both Chargors have any rights in so far as the same relate to any Property or Scottish Property owned by either or both Chargors

Any other agreement relating to the a Property or Scottish Property in relation to which a Chargor has any rights

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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

N11

### 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 Taylor Wessing LLP X

This form must be signed by a person with an interest in the registration of the charge

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## 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 UPXH/UNXJ

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 - London

Telephone



### 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**

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgage or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 937059  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29  
OCTOBER 2010 AND CREATED BY BANKUWAIT NOMINEES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE BORROWER OR A CHARGOR TO THE FINANCE  
PARTIES 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 5 NOVEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER  
2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**