

MG01

Particulars of a mortgage or charge

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

MONDAY



R15ZG05K

RCS 02/04/2012 #10

COMPANIES HOUSE

L15AE7X7

LD4 23/03/2012 #4

COMPANIES HOUSE

1 Company details

Company number 0 4 2 9 0 0 5 7

Company name in full **Magnum Hyde Park Nominee 2 Limited registered in England
and Wales (the "Company")**

5 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 d6 m0 m3 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 **Supplemental Debenture dated 16 March 2012 and made between, amongst others (1) the
Company and (2) Lloyds TSB Bank Plc as Security Trustee (the "Supplemental Debenture")**

4 Amount secured

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

Amount secured **All present and future indebtedness, moneys, obligations and
liabilities of or from the Obligors to the Finance Parties under the
Finance Documents (including the Debenture and including any
liability in respect of any further advances made under the Finance
Documents), whether principal, interest or otherwise, in whatever
currency denominated, whether actual or contingent and whether
owed jointly or severally or as principal or as surety or in some other
manner or capacity, together with all Expenses and all interest under
Clause 2.2 (Interest) of the Debenture (the "Secured Liabilities")**

For capitalised terms used but not otherwise defined in this Form
MG01, please see the continuation pages to this Form MG01

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

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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 Lloyds TSB Bank Plc as agent and trustee for the

Address Finance Parties (the "Security Trustee")

25 Gresham Street, London

Postcode E C 2 V 7 H N

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

Fixed Security

The Chargors, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of its right, title and interest in and to the New Securities specified in Schedule 2 (*New Securities*) of the Supplemental Debenture and their Related Rights, and, for the avoidance of any doubt, such first fixed charge is not subject to obtaining any necessary third party consent

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Particulars of a mortgage or charge

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>In this form MG01 the following expressions shall have the following meanings:</p> <p>"Chargors". means (1) Dorset London West Limited (company number 105152C) and (2) Maya Hyde Park Limited (Company number 106570C) incorporated in the Isle of Man, and (3) Magnum Ealing Nominee 1 Limited (company number 4251399), (4) Magnum Ealing Nominee 2 Limited (company number 4277337), (5) Dorset London West Limited (company number 7441323), (6) Magnum Hyde Park Nominee 1 Limited (company number 4290014), (7) Magnum Hyde Park Nominee 2 Limited (company number 4290057) and (8) Maya Hyde Park Limited (company number 7441319) incorporated in England and Wales (each a "Chargor")</p> <p>"Charged Property" means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture</p> <p>"Debenture" means the composite debenture dated 16 March 2012 and made between among others (1) the Compnay and (2) the Security Trustee</p> <p>"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis</p> <p>"Facility Agreement": means the facility agreement dated 9 March 2012 and made between (1) Gilmour S à r l as the borrower, (2) the companies listed in Part I of Schedule 1 to the Facility Agreement (together with the borrower, the original guarantors), (3) Lloyds TSB Bank plc mandated lead arranger, (4) the financial institution listed in Part II of Schedule 1 to the Facility Agreement as the original lender, (5) Lloyds TSB Bank plc agent of the other Finance Parties, (6) the Security Trustee and (7) Lloyds TSB Bank plc as hedge counterparty</p> <p>"New Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 2 (<i>Securities</i>) of the Supplemental Debenture and Schedule 1 of this Form MG01, together with all property and rights of any Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p>"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise</p> <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or</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>beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (<i>Securities</i>) of the Debenture, together with all property and rights of any Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p>All of the provisions of Clauses 1 2 to 1 13 (<i>Construction</i>) (inclusive) and Clause 1 14 (<i>Third Party Rights</i>) of the Debenture shall, unless the context otherwise requires, apply to the Supplemental Debenture as if set out in the Supplemental Debenture in full and as if references in those Clauses to "this Deed" were references to the Supplemental Debenture.</p> <p>The Supplemental Debenture also contains the following provisions</p> <p>1.) Incorporation</p> <p>This parties to the Supplemental Deed agreed that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture are deemed to be incorporated in the Supplemental Deed <i>mutatis mutandis</i> and shall apply <i>mutatis mutandis</i> to the security constituted or intended to be constituted by Clause 2 (<i>Grant of Security</i>) of the Supplemental Debenture and to any New Securities and all other property referred to in that Clause</p> <p>The Debenture and the Supplemental Deed shall be read and construed together as one document and any reference in the Debenture to "this Deed" shall be read as a reference to the Debenture as supplemented by the Supplemental Deed</p> <p>The definitions of "Charged Property", "Mortgaged Property" and "Securities" in the Debenture shall, for the avoidance of doubt, include the New Securities and all other property referred to in Clause 2 (<i>Grant of Security</i>) of the Supplemental Debenture</p> <p>2.) Confirmation of Security</p> <p>The Supplemental Deed shall be without prejudice to the Debenture, the security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding the Supplemental Debenture</p> <p>For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 3 (<i>Fixed Security</i>) of the Debenture shall continue in full force and effect notwithstanding the Supplemental Debenture and shall not merge in any security constituted by the Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by the Supplemental Debenture or the provisions of Clause 3 of the Supplemental Debenture</p>

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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 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 *Colin Cameron McQueen* CP 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 IQM/NATY 110127.00071

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 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,
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

PROFORMA

Company Numbers and Names:

Magnum Ealing Nominee 1 Limited (company number 04251399)
Magnum Ealing Nominee 2 Limited (company number 04277337)
Magnum Hyde Park Nominee 1 Limited (company number 04290014)
Magnum Hyde Park Nominee 2 Limited (company number 04290057)
(together the “Companies”)

Contact Name/ Organisation/Address:

Natalie Tyler
CMS Cameron McKenna LLP
160 Aldersgate Street
London EC1A 4DD

Our reference IQM/NATY110127 00071

- **The following details will need to be amended to the Form MG01 (together the “Forms”) submitted in respect of each of the Companies relating to a supplemental debenture dated 16 March 2012 (the “Supplemental Debenture”) in respect of the Debenture (as defined in the Supplemental Debenture).**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Amount Secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property mortgaged or charged	<input checked="" type="checkbox"/>
Date charge presented (applies to MG09/LL MG09)	<input type="checkbox"/>
Date of execution (applies to MG09/LL MG09)	<input type="checkbox"/>
Date and parties to the charge (applies to MG09/LL MG09)	<input type="checkbox"/>

Jurisdiction
(applies to MG09/LL MG09)

☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01)

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge

☐

Description

☐

Date of acquisition

☐

Amount secured

☐

Mortgagee(s) or person(s) entitled
to the charge

☐

Short particulars of all the property
Mortgaged or charged

☐

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed

☐

Total amount secured

☐

Date of present issue

☐

Amount of present issue

☐

Date of resolution

☐

Name of Trustee(s)

☐

General description of property

☐

Floating charge statement
(applies to MG07s/LLMG07s/OSMG04)

☐

(Please give the instructions in the box below)

Short particulars of all the property mortgaged or charged box

Replace the definition of "New Securities" in each Form with the following

"New Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 2 (*Securities*) of the Supplemental Debenture, together with all property and rights of any Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere "



FILE COPY

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

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

**COMPANY NO. 4290057
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 16 MARCH 2012 AND CREATED BY MAGNUM HYDE
PARK NOMINEE 2 LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE
PARTIES 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
2 APRIL 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 APRIL 2012

Dx



Companies House
— for the record —



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