

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
company. To do this, please use
form MG01s

SATURDAY



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01/12/2012

#60

COMPANIES HOUSE

1 Company details

Company number 5 1 7 7 0 1 7
Company name in full Caspar Property Nominee Holdings
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 d1 d9 m1 m1 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 Security Interest Agreement relating to the shares in the Companies,
(defined below) (the "Nominee Holdco Security Interest Agreement")

4 Amount secured

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

Amount secured As specified in the continuation page to this form

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 Abbey National Treasury Services plc

Address 2 Triton Square, Regent's Place, London

Postcode N W 1 3 A 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 As specified in the continuation page to this form.

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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  X

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

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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 Sheena Wells

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 4674



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 mortgagee 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 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

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Amount secured

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

Amount secured

The amount secured by the Nominee Holdco Security Interest Agreement is 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 the Secured Parties (or any of them under each or any of the Finance Documents, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Obligations**")

Capitalised terms used in this form are defined in the Appendix to this form.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1. In order to provide continuing security for the payment or performance of the Obligations and to the intent that the Security Agent shall have a first priority security interest or interests in the Collateral in accordance with the 1983 Law but so that the Security Agent (and any agent or nominee of the Security Agent) shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral:
 - (a) the Chargor hereby vests possession of the certificates of title to the Collateral in the Security Agent (or its agent or nominee); and
 - (b) the Chargor hereby assigns (and agrees to assign) the Collateral to the Security Agent (or its agent or nominee).
2. Possession by the Security Agent (or its agent or nominee) of the certificates of title to the Collateral and the acquisition by the Security Agent (or its agent or nominee) of the title to the Collateral shall be deemed to be pursuant to the Nominee Holdco Security Interest Agreement whether such possession were vested or such title were acquired before or after the execution of the Nominee Holdco Security Interest Agreement .
3. Any notices of assignment, required to be given by or on behalf of the Security Agent in accordance with Article 2(8) of the 1983 Law shall be substantially in the form set out in Schedule 2 to the Nominee Holdco Security Interest Agreement .
4. Until such time as any such notices of assignment have been duly given, the parties agree that the Security Agent shall have a security interest or interests in the Collateral in accordance with Article 2(3) of the 1983 Law. Once such notices have been duly given, the security interest or interests created in accordance with Article 2(3) of the 1983 Law shall continue to exist save only to the extent that any rights and obligations created under respectively Article 2(3) and Article 2(6) are mutually exclusive and, to the extent that such is the case, the rights and obligations of the security interest created under Article 2(6) of the 1983 Law shall prevail.
5. Notwithstanding any other provision of the Nominee Holdco Security Interest Agreement, the Security Agent shall not cause itself (or its nominee) to be registered as the holder of the Collateral until the occurrence of an Event of Default that is continuing

NEGATIVE PLEDGE

The Chargor is:

- (a) not to create, extend or permit to subsist any Security over the Collateral;

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Short particulars

- (b) not to sell, transfer or otherwise dispose of the Collateral or to agree to do the same;
- (c) not to do or cause or permit to be done anything which in the Security Agent's opinion may in any way adversely affect any security interest or interests created pursuant to the Nominee Holdco Security Interest Agreement or prejudice the value of the security hereby created, and without limitation, not without the Security Agent's prior written consent to take or permit the taking of any action whereby the rights attaching to the Collateral are altered or diluted, whether by the issue of further shares in any Company or otherwise howsoever; and
- (d) except where the Security Agent requires it to do so, it will not nominate another person or persons to enjoy or exercise all or any of its rights as the holder of the Collateral.

The Security Agent and the Chargor agree:

- (a) not, without the prior written consent of the Security Agent, to take or permit the taking of any action by the exercise of any voting rights or otherwise:
- (i) whereby the memorandum and articles of associations of any Company are amended, and
- (ii) whereby any Company may be wound-up or otherwise dissolved.

Capitalised terms used in this form are defined in the Appendix to this form.

APPENDIX

Definitions applicable to this form

In this Form MG01 the following definitions apply

"1983 Law" means The Security Interests (Jersey) Law 1983.

"Accounts" has the meaning set out in the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

"Additional Shares" means any other shares in the companies issued to the Chargor after 19 November 2012

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Agent" means Abbey National Treasury Services Plc, a company incorporated in England and Wales with registered number 02338548 and its registered office is at 2 Triton Square, Regent's Place, London NW1 3AN.

"Agreement" shall mean and extend to every separate and independent stipulation contained in the Nominee Holdco Security Interest Agreement including, without limitation, the parties clause, the recitals and the Schedules of the Nominee Holdco Security Interest Agreement.

"Arranger" means Abbey National Treasury Services Plc, a company incorporated in England and Wales with registered number 02338548 and its registered office is at 2 Triton Square, Regent's Place, London NW1 3AN.

"Assignment of Rent" means an assignment of rent derived from a Property located in Scotland entered into or to be entered into by an Obligor in favour of the Security Agent in an agreed form.

"Borrower" means PM Mercury Holdings Limited, a company incorporated in Jersey with registered number 111795 and its registered office is at 22-24 Seale Street, St Helier, JE2 3QG.

"Collateral" means all of the Chargor's right title and interest in and to the Shares, any Additional Shares and the Related Rights.

"Companies" means the companies referred to in Schedule 1 of the Nominee Holdco Security Interest Agreement and a **"Company"** means any of them.

"Debenture" means the fixed and floating charge debenture entered into or to be entered into in favour of the Security Agent by

- (a) each Trustee (acting in their capacity as joint trustees of each Unit Trust);
- (b) the Borrower;
- (c) PM Mercury Two;
- (d) Nominee Holdco; and
- (e) the Nominees (acting in their capacity as joint trustees of each relevant Nominee Trust).

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Dividends" means all dividends and distributions of any kind, interest and any other income received or receivable in relation to the Shares and any other Collateral.

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"Event of Default" has the meaning set out in Clause 8(i) of the Nominee Holdco Security Interest.

"Facility Agreement" means the facility agreement dated on or around the date of the Nominee Holdco Security Interest Agreement made between (1) PM Mercury Holdings Limited (as Borrower), (2) PM Mercury Two Limited, (3) Abbey National Treasury Services Plc (as Arranger), (4) the financial institutions listed in Part II of Schedule 1 thereof (as Original Lenders), (5) the financial institutions listed in Part III of Schedule 1 thereof (as Original Hedge Counterparties), (6) Abbey National Treasury Services Plc (as Agent) and (7) Abbey National Treasury Services Plc (as Security Agent).

"Finance Documents" has the meaning set out in the Facility Agreement.

"Finance Party" has the meaning set out in the Facility Agreement.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

"Jersey" means the Island of Jersey, Channel Islands.

"MoREOF" means MoREOF Mercury Holdings Limited incorporated in Jersey with registered number 111794, the registered office of which is at 22-24 Seale Street, St Helier, Jersey JE2 3QG.

"Nominees" means each company named in Schedule 1 Part I of the Facility Agreement each acting in its respective capacity as joint trustee of the relevant Nominee Property under the relevant Nominee Declaration of Trust (each a "Nominee" and together the "Nominees")

"Nominee Declaration of Trust" means the relevant declaration of trust listed with each pair of Nominees listed in Schedule 1 Part I of the Facility Agreement constituting the relevant Nominee Trust

"Nominee Holdco" means Caspar Property Nominee Holdings Limited incorporated in England and Wales with registered number 5177017, the registered office of which is at 11 Mill Court, The Sawmills Durley, Southampton, England SO32 2EJ.

"Nominee Property" means the relevant Property listed with each pair of Nominees listed in Schedule 1 Part I of the Facility Agreement.

"Nominee Trust" means each trust of the relevant Nominee Property in favour of the relevant Unit Trust (acting by its Trustees) (as beneficiary) constituted by the relevant Nominee Declaration of Trust listed in Schedule 1 Part I of the Facility Agreement

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"Obligor" means the Borrower and each Guarantor.

"Original Guarantor" means PM Mercury Two.

"Original Hedge Counterparties" means the financial institutions listed in Part III of Schedule 1 of the Facility Agreement.

"Original Lenders" means the financial institutions listed in Part II of Schedule 1 of the Facility Agreement.

"Patron" means Patron Mercury S.a.r.l *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg (Luxembourg), having its registered office at 6, avenue Pasteur, L-2310 Luxembourg, with a share capital of GBP 20,000 and registered with the Luxembourg Trades and Companies Register under number B165290.

"PM Mercury Two" means PM Mercury Two Limited incorporated in Jersey with registered number 111796, the registered office of which is at 22-24 Seale Street, St Helier, Jersey JE2 3QG.

"Property" means a property listed in Part IV of Schedule 1 (*The Parties and Properties*) of the Facility Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Property.

"Receiver" has the meaning set out in the Facility Agreement

"Related Rights" means all rights of the Chargor attaching to, derived from, attributable to or connected with the Shares and any Additional Shares (including without limitation (i) any securities substituted for the Shares or added to them from time to time and (ii) all Dividends interest and other income paid or payable on or after the date of the Nominee Holdco Security Interest Agreement on the Shares or such other securities and (iii) all stocks, shares (and the dividends, interest and other income on or in respect of them), rights, moneys or other property accruing or offered at any time by way of redemption, bonus, preference, option, consolidation, sub-division or otherwise to or in respect of the Shares and any Additional Shares or such other securities)

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Agent" means Abbey National Treasury Services Plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Security Documents for the purpose of and in accordance with the terms of the Finance

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Documents or such other or additional trustee or trustees as may from time to time be appointed in that capacity in accordance with the Finance Documents.

"Security Document" means.

- (a) each Debenture, each Security Interest Agreement, each Standard Security and each Assignment of Rent;
- (b) any other document evidencing or creating Security over any asset to secure any obligation of any Obligor to a Secured Party under the Finance Documents, or
- (c) any other document designated as such by the Security Agent and the Borrower.

"Security Interest Agreement" means the following Jersey law security interest agreements:

- (a) entered into by each of the Sponsors in relation to all shares held by them respectively in the Borrower;
- (b) entered into by the Borrower in relation to all the shares held by it in PM Mercury Two;
- (c) entered into by the Borrower and PM Mercury Two in relation to the Units held by each of them in the Unit Trusts;
- (d) the Nominee Holdco Security Interest Agreement;
- (e) entered into by the Trustees (acting in their capacity as joint trustees of each Unit Trust in relation to the Accounts which are held in Jersey; and
- (f) entered into by the Borrower in relation to the Accounts which are held in Jersey

"Shares" means the shares in the Companies set out next to the name of each Company in Schedule 1 of the Nominee Holdco Security Interest Agreement (set out below) issued to and registered in the name of the Chargor.

"Sponsor" means each of MoREOF and Patron.

"Standard Security" means a standard security over a Property located in Scotland entered into or to be entered into by an Obligor in favour of the Security Agent in an agreed form

"Trustees" means PM Portfolio Trustee 1 Limited (registered number 111791 and PM Portfolio Trustee 2 Limited (registered number 111792), the registered offices of

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Short particulars

which are at 22 - 24 Searle Street, St Helier, Jersey JE2 3QG each acting in their capacity as joint trustees (each a "Trustee" and together the "Trustees") of each Unit Trust.

"Unit" means the units (and fractions of units) in any Unit Trust

"Unit Trusts" means each of (1) Acorn Jersey Property Fund; (2) Oyster Jersey Property Fund (3) Oyster No 2 Jersey Property Fund; and (4) Whittington Jersey Property Fund each constituted under the relevant Unit Trust Instrument pursuant to the laws of the Island of Jersey

Schedule 1

SCHEDULE 1

THE COMPANIES AND THE SHARES

Company

Shares

CPPF (Brandon Road) Jersey Nominee A Limited, a company registered in Jersey with registered number 86457 whose registered office is at 22-24 Seale Street, St Helier, Jersey, JE2 3QG 2 ordinary shares of £1 par value

CPPF (Brandon Road) Jersey Nominee B Limited, a company registered in Jersey with registered number 86458 whose registered office is at 22-24 Seale Street, St Helier, Jersey, JE2 3QG 2 ordinary shares of £1 par value

CPPF Jersey Nominee 2 (A) Limited, a company registered in Jersey with registered number 86487 whose registered office is at 22-24 Seale Street, St Helier, Jersey, JE2 3QG 2 ordinary shares of £1 par value

CPPF Jersey Nominee 2 (B) Limited, a company registered in Jersey with registered number 86488 whose registered office is at 22-24 Seale Street, St Helier, Jersey, JE2 3QG 2 ordinary shares of £1 par value

CPPF (Hagley Road) Jersey Nominee A Limited, a company registered in Jersey with registered 2 ordinary shares of £1 par value

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number 86461 whose registered office is at 22-24
Seale Street, St Helier, Jersey, JE2 3QG

CPPF (Hagley Road) Jersey Nominee B Limited, 2 ordinary shares of £1 par value
a company registered in Jersey with registered
number 86462 whose registered office is at 22-24
Seale Street, St Helier, Jersey, JE2 3QG

CPPF (Kingsmead BP) Jersey Nominee A 2 ordinary shares of £1 par value
Limited, a company registered in Jersey with
registered number 86407 whose registered office
is at 22-24 Seale Street, St Helier, Jersey, JE2
3QG

CPPF (Kingsmead BP) Jersey Nominee B 2 ordinary shares of £1 par value
Limited, a company registered in Jersey with
registered number 86409 whose registered office
is at 22-24 Seale Street, St Helier, Jersey, JE2
3QG

CPPF Jersey Nominee 3(A) Limited, a company 2 ordinary shares of £1 par value
registered in Jersey with registered number 86489
whose registered office is at 22-24 Seale Street, St
Helier, Jersey, JE2 3QG

CPPF Jersey Nominee 3(B) Limited, a company 2 ordinary shares of £1 par value
registered in Jersey with registered number 86490
whose registered office is at 22-24 Seale Street, St
Helier, Jersey, JE2 3QG

CPPF (Above Bar) Jersey Nominee A Limited, a 2 ordinary shares of £1 par value
company registered in Jersey with registered
number 87525 whose registered office is at 22-24
Seale Street, St Helier, Jersey, JE2 3QG

CPPF (Above Bar) Jersey Nominee B Limited, a 2 ordinary shares of £1 par value
company registered in Jersey with registered
number 87526 whose registered office is at 22-24
Seale Street, St Helier, Jersey, JE2 3QG

CPPF Jersey Nominee 1(A) Limited, a company 2 ordinary shares of £1 par value
registered in Jersey with registered number 86485
whose registered office is at 22-24 Seale Street, St

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Please give us the short particulars of the property mortgaged or charged

Short particulars

Helier, Jersey, JE2 3QG

CPPF Jersey Nominee 1(B) Limited, a company 2 ordinary shares of £1 par value
registered in Jersey with registered number 86486
whose registered office is at 22-24 Seale Street, St
Helier, Jersey, JE2 3QG



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5177017
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 19 NOVEMBER 2012 AND CREATED BY
CASPAR PROPERTY NOMINEE HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE SECURED PARTIES (OR ANY OF
THEM) 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 1
DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 DECEMBER
2012

