

MG01

Particulars of a mortgage or charge



136065/13

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 a Scottish company. To do this, please use form MG01s

FRIDAY



LD6

LJJNMNAT

10/09/2010

COMPANIES HOUSE

408

1

Company details

Company number

0 5 3 6 7 1 5 1

Company name in full

ABILITY 31 MILL HARBOUR LIMITED (the "Chargor")

3

For Office 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

d0 d2 m0 m9 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

Share Charge (the "Deed")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Lender whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety.

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	THE ROYAL BANK OF SCOTLAND PLC (as "Lender")	
Address	280 Bishopsgate, London	
Postcode	E C 2 M 4 R B	
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	<p>By way of fixed charge the Investments including all rights of enforcement of the same</p> <p>NOTES:</p> <p>1. The Deed contains a provision that the Chargor shall execute and do at its own cost and in such form as reasonably required by the Lender. (a) such further additional mortgages, charges, assignments, transfers and conveyances, and (b) such assurances, deeds, documents, acts and things, as the Lender may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed.</p> <p>2. The Deed contains a covenant from the Chargor that it shall not create or permit to subsist any Security Interest over any of the Charged Assets.</p> <p>3. The Deed contains a covenant from the Chargor that it shall not sell, lease, transfer or otherwise dispose of any Charged Asset</p> <p>4. The Deed provides that following a Default which is outstanding, the Lender may (without notice to or consent from the Chargor and in the Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.</p> <p>5. The Deed contains a provision that the Lender must perform its obligations under the Facility Agreement (including any obligation to make further advances).</p> <p>6. The Deed contains or incorporates the following definitions</p> <p>Borrowers means Ability 31 Mill Harbour Limited (company number 05367151) whose registered office is at Ability House, 7 Portland Place, London, W1B 1PP and Ability Place Limited (company number 06960014) whose registered office is at Ability House, 7 Portland Place, London, W1B 1PP.</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

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 *Berwin Lighten Pinner UP.* 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 Alex Lofthouse (Ref: R0399 597)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

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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

Short particulars

Charged Assets means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them

Chargor means Ability 31 Mill Harbour Limited (company number 05367151) whose registered office is at Ability House, 7 Portland Place, London, W1B 1PP

Default means an Event of Default and/or a Potential Event of Default.

Event of Default means any event specified in Schedule 6 (whether or not declared) of the Facility Agreement.

Facility Agreement means a facility agreement dated 8 June 2005 and made between, among others, the Borrower (1) and the Lender (2) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it including an Amendment and Restatement Agreement dated on or about the date of the Deed.

Guarantor means Ability Developments Limited (company number 3280282) whose registered office is at Ability House, 7 Portland Place, London, W1B 1PP.

Investments means the existing or future interest of the relevant person in ordinary shares in the entire issued share capital of Ability Place Limited including any income, offer, right or benefit in respect of any such investment.

Lender means The Royal Bank of Scotland Plc acting through its office at 280 Bishopsgate, London, together with its successors and assigns.

Obligors means each and all of the Borrowers and the Guarantor

Potential Event of Default means any event or circumstance (whether or not declared) which, with the lapse of time and/or giving of notice, and/or the fulfilment of any other condition, might constitute an Event of Default.

Security Interest means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5367151
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 2
SEPTEMBER 2010 AND CREATED BY ABILITY 31 MILL
HARBOUR LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO THE LENDER ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 10
SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 SEPTEMBER
2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES