

MG01

Particulars of a mortgage or charge

083023/65



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LASERFORM

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 company. To do this, please
use form MG01s

SATURDAY



A16

A110CF01

21/01/2012

#119

COMPANIES HOUSE

1

Company details

Company number

0 5 4 9 0 9 3 3

Company name in full

Ashflame Solihull Limited (the "Chargor")

1

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 m0 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

Third Party Mortgage made between the Chargor (1) and the Lender (2) (the
"Deed")

4

Amount secured

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

Amount secured

All obligations of the Borrower owed or expressed
to be owed to the Lender under or in connection
with the Finance Documents whether owed jointly or
severally, as principal or surety or in any other
capacity

(the "Secured Liabilities")

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	Pramerica Real Estate Capital A S à r.l
Address	15, Boulevard Joseph II, L-1840 Luxembourg
	Grand Duchy of Luxembourg (the "Lender")
Postcode	
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. Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee assigned to the Lender by way of equitable mortgage all its present and future rights and interest in

(a) the Investments, and

(b) all Dividends.

2. Negative Undertakings**2.1 Negative pledge**

Save as permitted by the Agreement, the Chargor shall not create or permit to subsist any Security over any of the Charged Property.

2.2 Disposals

Save as permitted by the Agreement, the Chargor shall not sell, transfer or otherwise dispose or purport or agree to dispose of any Charged Property except for a Permitted Disposal

2.3 Centre of main interests

The Chargor shall not move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside the place of its incorporation.

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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 style="text-align: center;">Definitions</p> <p>"Agreement" means a loan agreement dated on or about the date of the Deed made between the Borrower and the Lender;</p> <p>"Borrower" means Otium Solihull Limited Partnership acting through its general partner, the General Partner,</p> <p>"Charged Property" means the assets mortgaged by the Chargor under the Deed,</p> <p>"Default Rate" means the highest rate of interest payable by the Borrower under the Agreement,</p> <p>"Dividends" means all dividends, distributions, interest and other money payable in respect of the Investments,</p> <p>"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,</p> <p>"Insolvency Act" means the Insolvency Act 1986;</p> <p>"Investments" means all of the interest and entitlement of the Chargor in the Borrower in the Chargor's capacity as a member or limited partner of the Borrower, whether in respect of income, capital or otherwise now or at any time after the date of this deed owned by the Chargor,</p> <p>"LPA" means the Law of Property Act 1925,</p> <p>"Permitted Disposal" means for so long as the Deed is not enforceable, the transfer subject to the Security created by the Deed of any Charged Property to the Limited Partner known as The Anglo Irish UK Property Fund (a limited partnership established in Scotland with number SL004781) acting through its general partner, the Scottish General Partner,</p> <p>"Unenforceable" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to the Lender or the Chargor) and "Unenforceability" will be construed accordingly.</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 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/UNJK

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 London - Chancery Lane

Telephone +44 (0)207 300 7000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5490933
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY MORTGAGE DATED
19 JANUARY 2012 AND CREATED BY ASHFLAME SOLIHULL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWER TO PRAMERICA REAL ESTATE
CAPITAL A S.A.R.L 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 21 JANUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JANUARY
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES