

MG01

Particulars of a mortgage or charge

Oyez

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

You cannot use this form to register particulars of a charge in Scotland. To do this, please use form MG01s

THURSDAY



L20R6P95

LD2

24/01/2013

#52

COMPANIES HOUSE

For official use

1

Company details

Company number

0 5 7 0 4 3 2 3

Company name in full

EPIC (General Partner Craven Hill) Limited (the "Debtor")
as general partner of the Limited Partnership

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

01 08 2013

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 dated 18 January 2013 entered into between the Debtor and Coutts & Company (the "Secured Party") (the "Security Interest Agreement")

4

Amount secured

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

Amount secured

Under Clause 1 of the Security Interest Agreement

1.1 1 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 payable to the Secured Party under the Finance Documents, 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, and

1.1 2 The obligations of the Debtor arising under the Security Interest Agreement to pay (a) all sums (including interest) referred to at clause 14 of the Security Interest Agreement and (b)

(see continuation page)

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	Coutts & Company						
Address	440 Strand						
	London						
Postcode	W	C	2	R		0	Q S
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>Under clause 2 of the Security Interest Agreement:</p> <p>2 1 The Debtor covenanted to the Secured Party to pay or discharge the Obligations and in order to provide continuing security for the payment or performance of the Obligations, and to create security interests in accordance with the 1993 Law, the Debtor</p> <p>2 1 1 vested possession of the certificates of title and other documents or title or evidence of ownership to the Collateral in the Secured Party (or its agent) to the intent that the Secured Party shall have a security interest or interests in the Units in accordance with Section 1(3) of the 1993 Law; and</p> <p>2.1 2 assigned, transferred and otherwise made over to the Secured Party (or its agent) title to the Collateral to the intent that the Secured Party shall have security interest or interests in the Units or other interest constituting the Collateral in accordance with Section 1(6) of the 1993 but so that the Secured Party shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral.</p> <p>(see continuation page)</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

Stephenson Howard LLP

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

Kate George

Company name

Stephenson Harwood LLP

Address

1 Finsbury Circus

London

Post town

County/Region

Postcode

E

C

2

M

7

S

H

Country

DX

DX 64, Chancery Lane

Telephone

020 7329 4422



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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>all other sums whether by way of costs, chargesm expenses, Losses, interest or otherwise howsoever due under or in connection with the Security Interest Agreement (the "Obligations")</p> <p>Definitions:</p> <p>"Borrowers" means the Parties listed in Schedule 1, each being a Borrower,</p> <p>"Craven Hill Borrower" means Trident Trust Company Limited and Xenith Trust Company Limited as joint trustees of the Craven Hill Trust;</p> <p>"Craven Hill General Partner" means the Debtor registered in England and Wales with number 05704323 and whose registered office is Gable House, 239 Regents Park Road, London N3 3LF,</p> <p>"Craven Hill Limited Partnership" means EPIC (Craven Hill) Limited Partnership registered in England and Wales with number LP011139 and whose registered office is Gable House, 239 Regents Park Road, London N3 3LF acting by its general partner, Craven Hill General Partner,</p> <p>"Craven Hill Property Advisory Agreement" means the agreement dated 7 March 2006 between the Property Adviser and the Craven Hill Borrower in respect of the appointment of the Property Adviser to provide advisory services in respect of the Craven Hill Property,</p> <p>"Craven Hill Trustees" means Trident Trust Company Limited registered in Jersey under number 25374 and Xenith Trust Company Limited registered in Jersey under number 38026 acting in their capacity as joint trustees of the Craven Hill Trust,</p> <p>"Craven Hill Trust" the London Unit Trust a unit trust constituted by the Craven Hill Trust Instrument and acting by its trustees, the Craven Hill Trustees,</p> <p>"Craven Hill Trust Instrument" means the trust instrument dated 30 November 2005 between the Craven Hill Trustees constituting the Craven Hill Trust as amended by a subsequent trust instrument dated 8 December 2005 between the same parties,</p> <p>"Deed of Subordination" means</p> <p>(1) the Initial Subordination Deed, and</p> <p>(11) any other subordination deed, in form and substance satisfactory to the Lender, entered into between any Obligor, any lender to any Obligor (other than the Lender) and the Lender,</p> <p>"Duty of Care Agreement" means each</p> <p>(a) Property Manager Duty of Care Agreement, and</p> <p>(b) Property Advisor Duty of Care Agreement,</p>	

"Facility Agreement" means the facility agreement dated 18 January 2013 entered into between the Borrowers, the Obligors and the Security Party as Original Lender,

"Finance Documents" means each of the Facility Agreement, each Security Document, the Deed of Subordination, any Duty of Care Agreement each Utilisation Request, each Transfer Certificate and any other document so designated in writing by each Borrower and the Lender,

"Initial Subordination Deed" means the deed of subordination dated on or about the date of the Facility Agreement between the Craven Hill Borrower as a debtor, the Subordinated Creditors and the Lender,

"Lender" means

- (a) any Original Lender, and
- (b) any person which has become a Party in accordance with Clause 24 (*changes to Lender*) of the Facility Agreement

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement,

"Limited Partnership" means the Craven Hill Limited Partnership,

"Losses" means each of the Facility Agreement, each Security Document, the Deed of Subordination, any Duty of Care Agreement, each Utilisation Request, each Transfer Certificate and any other document so designated in writing by each Borrower and the Lender,

"Mr Elghanayan" means Mr Michael Elghanayan whose business address is 3 Burlington Gardens, London W1S 3EP;

"Nominee" means EPIC Nominee (Temple Row) Limited registered in England and Wales with number 08082731 and whose registered office is Gable House, 239 Regents Park Road, London N3 3LF,

"Obligors" means the parties listed in Schedule 2, each being an **Obligor**,

"Original Lender" means the Secured Party;

"Party" means each of the parties to the Facility Agreement,

"Properties" means each and all of:

- (a) the freehold property known as 1 Craven Hill, London W2 3EN with title number 129761 (the **"Craven Hill Property"**), and
- (b) the freehold property known as 67-71 Temple Row and 43-48 Temple Street, Birmingham with title number WM680779 (the **"Temple Row Property"**),

and **"Property"** shall mean any one of them,

"Property Advisor" means EPIC Management Limited registered in England and Wales with registration number 04020499 whose registered office is at Gable House, 239 Regents Park Road, London N3 3LF,

"Property Advisor Duty of Care Agreement" means

- (a) the duty of care agreement between the Property Advisor and the Lender in relation to the Craven Hill Property Advisory Agreement, and

(b) a duty of agreement between the Property Advisor and the Lender in relation to the Temple Row Property Advisory Agreement,

"Property Manager" means EPIC Property Asset Management Limited registered in England and Wales with registration number 07285738 and whose registered office is at Gable House, 239 Regents Park Road, London N3 3LF, or any person approved in writing by the Lender (acting reasonably) to be the managing agent of a Property,

"Property Manager Duty of Care Agreement" means any duty of care agreement between a Property Manager and the Lender in relation to the management of Property;

"Security Documents" means each of

(a) the debenture entered into on or about the date of the Facility Agreement by the Craven Hill Trustees in favour of the Lender,

(b) the debenture entered into on or about the date of the Facility Agreement by the Temple Row General Partner, the Temple Row Limited Partnership acting by the Temple Row General Partner and the Nominee in favour of the Lender,

(c) the legal mortgage entered into on or about the date of the Facility Agreement by the Craven Hill Trustees in favour of the Lender,

(d) the legal mortgage entered into on or about the date of the Facility Agreement by the Temple Row General Partner and the Nominee in favour of the Lender,

(e) the security interest agreement entered into by Mr Elghanayan in connection with the units in the Craven Hill Trust in favour of the Lender,

(f) the security interest agreement entered into by the Craven Hill Limited Partnership acting by its general partner the Craven Hill General Partner in connection with the units in the Craven Hill Trust in favour of the Lender,

(g) each Subordinated Creditor Security Agreement; and

(h) any other document entered into by any Security Party creating or expressed to create any Security Interest over all or any part of its assets in respect of the obligations of any Security Party under any of the Finance Documents,

"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,

"Security Party" means each Borrower, each Obligor, Mr Elghanayan and the Craven Hill Limited Partnership acting by its general partner the Craven Hill General Partner;

"Subordinated Creditor" means the Craven Hill Limited Partnership acting by its general partner, the Craven Hill General Partner, and any other party who becomes a Subordinated Creditor under a Deed of Subordination,

"Subordinated Creditor Security Agreement" means

(1) the subordinated creditor's security agreement to be entered into by the Craven Hill Limited Partnership acting by the Craven Hill General

Partner in connection with the loan provided to the Craven Hill Borrower in favour of the Lender, and

(11) any subordinated creditor's security agreement entered into by any Subordinated Creditor in favour of the Lender from time to time, and in form and substance acceptable to the Lender;

and **"Subordinated Creditor Security Agreement"** means any one of them;

"Temple Row Borrower" means EPIC (Temple Row) Limited Partnership registered in England and Wales with registration number LP015040 and whose registered office is Cable House, 239 Regents Park Road, London N3 3LF acting by its general partner, the Temple Row General Partner,

"Temple Row General Partner" means EPIC (General Partner Temple Row) Limited registered in England and Wales with number 08082729 whose registered office is at Gable House, 239 Regents Park Road, London N3 3LF,

"Temple Row Property Advisory Agreement" means the agreement dated 30 October 2012 between the Property Adviser and the Temple Row Borrower in respect of the appointment of the Property Adviser to provide advisory services in respect of the Temple Row Property,

"Transfer Certificate" means a transfer certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) to the Facility Agreement or any other form agreed between the Lender and the Borrowers,

"Utilisation Request" means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*) to the Facility Agreement,

**Schedule 1
Borrowers**

Borrower	Jurisdiction of Incorporation	Company number (if applicable)
Trident Trust Company	Jersey	25374
Limited and Xenith Trust	Jersey	38026
Company Limited as joint trustees of the London Unit Trust	Guernsey	N/A
EPIC (Temple Row) Limited Partnership acting by its general partner	England & Wales	LP015040
EPIC (General Partner Temple Row) Limited	England & Wales	08082729

**Schedule 2
Obligors**

Obligor	Jurisdiction of Incorporation	Company number (if applicable)
Trident Trust Company	Guernsey	25374
Limited and Xenith Trust	Guernsey	38026
Company Limited as joint trustees of the London	Guernsey	N/A

Unit Trust

EPIC (Temple Row) Limited Partnership acting by its general partner	England & Wales	LP015040
EPIC (General Partner Temple Row) Limited	England & Wales	08082729
EPIC (General Partner Temple Row) Limited	England & Wales	08082729
EPIC Nominee (Temple Row) Limited	England & Wales	08082731

5

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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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

Under Clause 6 of the Security Interest Agreement

6 1 The Debtor agreed and covenanted to the Secured Party throughout the continuance of the Security Interest Agreement

6 5 not to assign or otherwise create any security interest, charge, lien, right of set off or other encumbrance affecting the Collateral without the prior written consent of the Secured Party.

Definitions

"Collateral" means the Debtor's right, title and interest in and to the Units including without limitation (a) any interests substituted for the Units or added thereto from time to time and (b) all distributions, interest and other income paid or payable after the date hereof on the Units or such other interest and (c) all 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 Units or such other interests,

"the 1993 Law" means the provisions of the Security Interest (Guernsey) Law 1993, consolidated;

"Units" means the 2,226 units in the Unit Trust which units are registered in the name of the Debtor and details of which are set out in Schedule 3,

Schedule 3 The Units

Name of Unitholder	Number of Units	Certificate Number(s)
EPIC (Craven Hill) Limited Partnership acting by its general partner the Debtor	2,226	7



DL

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5704323
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 18 JANUARY 2013 AND CREATED BY EPIC
(GENERAL PARTNER CRAVEN HILL) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE SECURED PARTY 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 24 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JANUARY
2013



Companies House



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