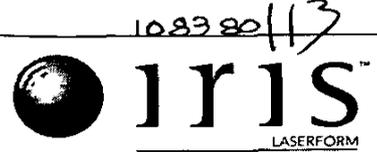


MG01

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
You cannot use this form for
particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



A06 *A170M549* #54
COMPANIES HOUSE

1 Company details							For official use		
Company number	0	6	9	8	5	3	3	0	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Church Mission Society (the "Mortgagor") ✓								

2 Date of creation of charge																
Date of creation	d	3	d	0	m	0	m	3	y	2	y	0	y	1	y	2

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 Agreement								

4 Amount secured									
Please give us details of the amount secured by the mortgage or charge									
Amount secured	Under clause 14 of the Security Agreement, the Mortgagor has agreed to discharge when due all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Mortgagor to make payments to the Church Mission Society Pension Scheme (the "Scheme") up to a maximum amount equal to the entire aggregate liability, on the date on which any liability under the Security Agreement arises of every employer (within the meaning set out in section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme were a debt under section 75 (2) of the Pensions Act 1995 to have become due on that date								
Continuation page Please use a continuation page if you need to enter more details									

MG01**Particulars of a mortgage or charge****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 CMS Pension Trust Limited as trustee of the Scheme

Address Watlington Road, Oxford

Postcode O X 4 6 B Z

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 The Mortgagor has charged with full title guarantee by way of first legal mortgage the Mortgaged Property which includes
- (a) all buildings, fixtures, fittings and fixed plant and machinery on the Mortgaged Property, and
 (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Mortgagor in respect of that property or any moneys paid or payable in respect of those covenants
- 2 The Mortgagor has charged with full title guarantee all claims under and all proceeds of all policies of insurance in respect of all assets charged by the Mortgage which are at any time held by or written in favour of the Mortgagor or in which the Mortgagor from time to time has an interest
- 3 The Mortgagor has assigned by way of absolute assignment (subject to a proviso for re-assignment on redemption), and to the extent that the rights are not effectively assigned, charged by way of first fixed charge, all the Mortgagor's rights in respect of the aggregate of all amounts paid or payable to or for the account of the Mortgagor in connection with the letting of any part of the Mortgaged Property, including each of the following amounts
- (a) rent, licence fees and equivalent amounts paid or payable,
 (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligation,
 (c) a sum equal to any apportionment of rent allowed in favour of the Mortgagor
 (d) any other moneys paid or payable in respect of occupation and/or usage of the Mortgaged Property including any fixture or fitting on the Mortgaged Property for display or advertisement, on licence or otherwise,
 (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
 (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease,
 (g) any sum paid or payable by any guarantor of any occupational tenant under any lease, and
 (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Mortgagor

MG01

Particulars of a mortgage or charge

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 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

MG01

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 **Jeremy Benson**

Company name **Burges Salmon LLP**

Address **One Glass Wharf**

Bristol

Post town

County/Region

Postcode

	B	S	2			0	Z	X
--	---	---	---	--	--	---	---	---

Country

DX

Telephone

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4 The Security Agreement contains a restriction on

(a) creating or permitting to subsist any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect on the assets subject to the Security Agreement or the Insurance Proceeds Account,

(b) selling, transferring, licensing, leasing or otherwise disposing of the assets secured under the Security Agreement, and

(c) granting or agreeing to grant any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property without the consent of the trustees of the Scheme (such consent not to be unreasonably withheld or delayed)

Definitions

For the purposes of Panel 6

1 The "Mortgaged Property" means

All that freehold property known as Thames Court, Watlington Road, Cowley, Oxford OX4 6LY registered at the Land Registry with title number ON264188, all that freehold property known as 244 Iffley Road, Cowley St John, Oxford OX4 1SE registered at the Land Registry with title number ON1187 and all that freehold property known as 246 Iffley Road, Oxford OX4 1SE registered at the Land Registry with title number ON11045

2 "Insurance Proceeds Account" means

Account Number 10129128

Account designation Church Mission Society (Insurance Proceeds Account)

Account holding bank The Royal Bank of Scotland plc

Branch London Threadneedle Street Branch, PO Box 412, 62/63 Threadneedle Street, London EC2R 8LA

Sort Code 16-00-15

being the Sterling account in which sums shall be placed by the Chargor pursuant to this deed and including any sub-account, any re-designation of that account and any account substituted for that account by written agreement between the parties



FILE COPY

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

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

**COMPANY NO. 6985330
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
MARCH 2012 AND CREATED BY CHURCH MISSION SOCIETY
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CMS PENSION TRUST LIMITED 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 17 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 APRIL 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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