

MG01

Particulars of a mortgage or charge

132996/13



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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
company. To do this, please use
form MG01s

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26/08/2011 82
COMPANIES HOUSE

1

Company details

Company number 07209710

Company name in full Mount Anvil New Holdings Limited (the "Company")

5

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 01/08/2011

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 "Security Document") dated 10 August 2011 between the Company and
Hammer B V (the "Security Agent", as security agent for the benefit of the Finance Parties)

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Amount secured

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

Amount secured

The "Liabilities", which are defined in the Security Document as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by it to any Finance Party under or in connection
with any Finance Document (in each case, whether alone or jointly,
or jointly and severally, with any other person, whether actually or
contingently and whether as principal, surety or otherwise)

Continuation page

Please use a continuation page if
you need to enter more details

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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

Please see attached continuation pages.

Address

Locatellikade 1, Amsterdam, the Netherlands

Postcode

1 0 7 6 A 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

Please see attached continuation pages

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Particulars of a mortgage or charge

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X Linklaters 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 Joyce Lau

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



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

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

Continuation page (1)

Mount Anvil New Holdings Limited (7209710)

Hammer B V as security agent for the Secured Parties

Short particulars of all the property mortgaged or charged

Continuation page (2)

Mount Anvil New Holdings Limited (7209710)

1 EQUITABLE CHARGE

By Clause 3 of the Security Document, the Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other charger), charged in favour of the Security Agent (as trustee for the Finance Parties) by way of first fixed charge all its present and future Shares and Dividends

2 SHARE CERTIFICATES

The Company shall on the date of the Security Document and, where Shares are acquired by it after the date of the Security Document, on the date of that acquisition, deliver to the Security Agent, or as it directs, all certificates representing Shares and transfers of the Shares executed in blank and shall promptly deliver to the Security Agent, or as it directs, any other documents relating to the Shares which the Security Agent requires

3 RESTRICTIONS AND FURTHER ASSURANCE

3 1 Security

The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 17 5 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause

3 2 Disposal

The Company shall not (nor shall it agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except, in the case of Dividends, as permitted by Clause 5 4 of the Security Document (*Dividends before enforcement*)

3 3 Further assurance

The Company shall promptly do whatever the Security Agent requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facility the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

Note (1): In this Form, except to the extent that the context requires otherwise

Short particulars of all the property mortgaged or charged

Continuation page (3)

Mount Anvil New Holdings Limited (7209710)

"Borrower" means Mount Anvil Group Limited

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Dividends" means, in relation to any Share, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,
- (c) allotments, offers and rights accruing or offered in respect of that Share, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share

"Facility Agreement" means the mezzanine facility agreement dated 22 July 2010 as amended and restated on 10 August 2011 between Mount Anvil Group Limited as Borrower, the Company as Guarantor, Hammer B V as Agent and Hammer B V as Security Agent

"Finance Document" means

- (a) the Facility Agreement,
- (b) Mount Anvil Group Limited's articles of association, as the same may be amended from time to time,
- (c) the side letter entered into between Cornelius Killian Hurley, Mount Anvil Group Limited, Mount Anvil New Holdings limited and Hammer B V in relation to certain matters affecting the Group,
- (d) the Security Document and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document,
- (e) the fixed charge document between Mount Anvil Group Limited and Hammer B V as security agent,
- (f) the shareholders' agreement entered into between Mount Anvil Group Limited and Hammer B V following the issue of shares in Mount Anvil New Holdings Limited pursuant to the Warrant Instrument,
- (g) the Warrant Instrument, and
- (h) any other document designated as such by the Lender and the Borrower

Short particulars of all the property mortgaged or charged

Continuation page (4)

Mount Anvil New Holdings Limited (7209710)

"Finance Party" means the Security Agent or the Lender

"Lender" means

- (a) the Original Lender, and
- (b) any entity which has become a Party in accordance with Clause 19 (Changes to the 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

"Mount Anvil Group Limited" means a private limited company incorporated in England and Wales with registered number 04410393 whose registered address is at 140 Aldersgate Street, London EC1A 4HY

"Original Lender" means the Security Agent

"Party" means a party to the Facility Agreement

"Pear Tree Street SPV" means Pear Tree Street Developments Limited, a private limited company incorporated in England and Wales with registered number 07358056 whose registered office is at 140 Aldersgate Street, London EC1A 4HY

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"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

"Share Charge" means the Security Document

"Shares" of the Company means

- (a) all present and future shares in Pear Tree Street SPV, including the shares issued and outstanding at the date of the Security Document described in Schedule 2 (*Shares*) of the Security Document,
- (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, charge or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

• **Short particulars of all the property mortgaged or charged**

Continuation page (5)

Mount Anvil New Holdings Limited (7209710)

Any reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

Any reference to the "**Security Agent**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees



L/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7209710
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 10
AUGUST 2011 AND CREATED BY MOUNT ANVIL NEW
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO HAMMER B.V. AS
SECURITY AGENT FOR THE SECURED PARTIES 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 26 AUGUST
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES