

MG01

Particulars of a mortgage or charge

84871/26



iris  
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

WEDNESDAY



\*A1JPJKMJ\*

A29

17/10/2012

#38

COMPANIES HOUSE

1

**Company details**

Company number

0 7 2 0 9 7 1 0

Company name in full

Mount Anvil New Holdings Limited (the "Chargor")

8

For official use

**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

15/10/2012

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 Share Mortgage made between the Chargor (1) and the Security Agent (2) (the "Deed")

4

**Amount secured**

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

Amount secured

- (a) Finance Parties under or in connection with the Senior Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity,
- (b) in the case of any Obligor other than the Chargor any obligation referred to in paragraph (a) above which is or becomes Unenforceable and any cost, loss or liability which any Senior Finance Party incurs as a result of any such Obligor not paying any amount expressed to be payable by it under any Senior Finance Document on the date when it is expressed to be due,
- (c) all obligations of each Obligor owed or expressed to be owed to the Mezzanine Finance Parties under or in connection with the Mezzanine Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity, and

(please see continuation page)

**Continuation page**

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

## MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(d) in the case of any Obligor other than the Chargor any obligation referred to in paragraph (c) above which is or becomes Unenforceable and any cost, loss or liability which any Mezzanine Finance Party incurs as a result of any such Obligor not paying any amount expressed to be payable by it under any Mezzanine Finance Document on the date when it is expressed to be due</p> <p>(the "<b>Secured Liabilities</b>").</p>	

# 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 ✓ The Royal Bank of Scotland plc

Address 8th Floor, 280 Bishopsgate

London (the "Security Agent")

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

#### 1 Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee assigned to the Security Agent as security agent for the Finance Parties 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

The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than the Shareholder Debenture

##### 2 2 Disposals

The Chargor shall not sell, transfer or otherwise dispose or purport or agree to dispose of any Charged Property.

##### 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 England and Wales

# MG01 - continuation page

## 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;"><b>Definitions</b></p> <p>In the Deed terms defined in the Senior Loan Agreement have the same meaning when used herein, and:</p> <p><b>"Borrower"</b> means Mount Anvil (Union Street) Limited, a company incorporated in England and Wales with company number 07846558 and whose registered office is at 140 Aldersgate Street, London EC1A 4HY,</p> <p><b>"Charged Property"</b> means the assets mortgaged by the Chargor under the Deed,</p> <p><b>"Default Rate"</b> means the interest rate provided for in clause 8.3 of the Senior Loan Agreement in relation to Unpaid Sums;</p> <p><b>"Dividends"</b> means all dividends, interest and other money payable in respect of the Investments,</p> <p><b>"Financial Collateral Regulations"</b> means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,</p> <p><b>"Finance Documents"</b> means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p><b>"Finance Parties"</b> means the Senior Finance Parties and the Mezzanine Finance Parties,</p> <p><b>"Insolvency Act"</b> means the Insolvency Act 1986;</p> <p><b>"Intercreditor Deed"</b> means the intercreditor deed dated on or about the date of the Deed entered into between amongst others The Royal Bank of Scotland plc as senior agent, original senior hedge counterparty and original senior lender, The Royal Bank of Scotland plc as mezzanine agent, original mezzanine hedge counterparty and original mezzanine lender, the Borrower as original debtor, the Shareholder and Mount Anvil Limited as original subordinated creditors and the Security Agent,</p> <p><b>"Investments"</b> means.</p> <p>(a) two ordinary shares of £1.00 each in the issued share capital of the Borrower, and</p> <p>(b) all other stocks, shares and other securities of the Borrower now or at any time after the date of the deed owned by the Chargor including any offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,</p> <p>and all rights and benefits in respect of the assets referred to in (a) and (b) above other than the right to receive Dividends;</p> <p><b>"Loan Agreements"</b> means the Senior Loan Agreement and the Mezzanine Loan Agreement;</p> <p><b>"LPA"</b> means the Law of Property Act 1925,</p> <p><b>"Mezzanine Facility"</b> means the mezzanine loan facility made available to the Borrower pursuant to the Mezzanine Loan Agreement,</p> <p><b>"Mezzanine Finance Parties"</b> means those parties defined as "Finance Parties" in the Mezzanine Loan Agreement;</p> <p><b>"Mezzanine Finance Documents"</b> means the "Finance Documents" as defined in the Mezzanine Loan Agreement,</p> <p><b>"Mezzanine Loan Agreement"</b> means the loan agreement dated 20 July 2012 made between the Borrower (1), the banks and financial institutions named therein as original banks (2),</p>

# MG01 - continuation page

## 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

The Royal Bank of Scotland plc in its capacity as agent (3), The Royal Bank of Scotland plc in its capacity as security agent (4) and The Royal Bank of Scotland plc in its capacity as hedge counterparty (5),

"**Senior Facility**" means the senior loan facility made available to the Borrower pursuant to the Senior Loan Agreement,

"**Senior Finance Documents**" means the "Finance Documents" as defined in the Senior Loan Agreement;

"**Senior Finance Parties**" means those parties defined as "Finance Parties" in the Senior Loan Agreement,

"**Senior Loan Agreement**" means the loan agreement dated 20 July 2012 made between the Borrower (1), the banks and financial institutions named therein as original banks (2), The Royal Bank of Scotland plc in its capacity as agent (3), The Royal Bank of Scotland plc in its capacity as security agent (4) and The Royal Bank of Scotland plc in its capacity as hedge counterparty (5); and

"**Unenforceable**" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Finance Party or the Chargor) and "**Unenforceability**" will be construed accordingly

# 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 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

# 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 URMG/UKRC

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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 7209710  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THIRD PARTY SHARE MORTGAGE  
DATED 15 OCTOBER 2012 AND CREATED BY MOUNT ANVIL  
NEW HOLDINGS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM EACH OBLIGOR TO THE  
MEZZANINE FINANCE PARTIES AND ALL MONIES DUE OR TO  
BECOME DUE FROM THE ANY OBLIGOR OTHER THAN THE  
CHARGOR TO THE MEZZANINE FINANCE PARTIES 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 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER  
2012

(DX)



**Companies House**



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