

MG01

Particulars of a mortgage or charge



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**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 particulars of a charge for a company. To do this, please form MG01s

TUESDAY



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23/10/2012

#69

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")

9

**→ 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

d 0 d 8 m 1 m 0 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

Charge over shares (the "Charge Over Shares") dated 8 October 2012 and made between the Chargor and the Security Trustee.

4

**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Finance Parties under each Finance Document (the "Secured Liabilities")

**Continuation page**

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

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## 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 Lloyds TSB Bank Plc (the "Security Trustee")

Address 25 Gresham Street, London

Postcode E C 2 V 7 H N

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

Pursuant to the Charge Over Shares:

1 All the Security created under the Charge Over Shares:

(a) is created in favour of the Security Trustee;

(b) is created over present and future Shares;

(c) is Security for the payment and satisfaction of all the Secured Liabilities; and

(d) is made with full title guarantee

2 The Chargor charges to the Security Trustee by way of a first fixed charge its interest in all of the Shares.

#### Negative pledge

Pursuant to the Charge Over Shares, the Chargor must not (without the prior written consent of the Security Trustee):

(a) create or allow to subsist any Security (other than the Permitted Share Charge and pursuant to the Charge Over Shares) on any Security Asset; or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset.

(Please see attached section 6 continuation sheet for the continuation of this section 6)

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## 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

N/A

### 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 *Farrow & Co 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 LTM/CZM/13501 9

Company name Farrer & Co LLP

Address 66 Lincoln's Inn Fields

Post town

County/Region London

Postcode W C 2 A 3 L H

Country

DX 32 Chancery Lane

Telephone +44 (0)20 3375 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](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)**

# 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

to the Financial Indebtedness owed by the Borrower to the Finance Parties

"Lender" means

(a) the Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement,

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

"Original Lender" means Lloyds TSB Bank Plc

"Party" means a party to the Facility Agreement

"Permitted Share Charge" means the Security granted by the Chargor over the shares in the Borrower in favour of AREA and in respect of which AREA's rights under such Security are subject to the Intercreditor Agreement.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (the purpose or effect of which is to grant security) or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Assets" means all assets of the Chargor which are, or are intended to be, the subject of any security by virtue of the Charge Over Shares

"Shares" means all of the shares in the share capital of the Borrower and

(a) any dividend or interest paid or payable in relation to the Shares, and

(b) any right, money or property accruing or offered at any time in relation to the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

"Subordination Agreement" means the Intercreditor Agreement.

# 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

(continuation sheet in respect of a MG01 Form relating to Mount Anvil New Holdings Limited (company number 07209710))

#### Definitions:

The following defined terms shall have the following meanings -

"Agent" means Lloyds TSB Bank Plc.

"AREA" means Hammer B V a private company with limited liability incorporated under the laws of the Netherlands registered with the Dutch Trade Register of the chamber of commerce under number 50423606

"Arranger" means Lloyds TSB Bank Plc

"Borrower" means Mount Anvil (Buckhold Road) Limited, a limited liability company registered in England and Wales with registered number 07493859 and having its registered office at 140 Aldersgate Street, London EC1A 4HY

"Facility Agreement" means a development facility agreement dated 8 October 2012 and entered into between the Borrower, the companies listed in schedule 1 thereto as guarantors, Lloyds TSB Bank Plc as Arranger, Original Lender, Agent and Hedge Counterparty and the Security Trustee.

"Finance Document" means the Facility Agreement, any Compliance Certificate (as defined in the Facility Agreement), the Subordination Agreement, the Hedging Agreements, any Intercreditor Agreement, any Transaction Security Document (as defined in the Facility Agreement), the Utilisation Request (as defined in the Facility Agreement) and any other document designated as such by the Agent and the Borrower

"Finance Party" means the Agent, the Arranger, the Hedge Counterparty, the Security Trustee or a Lender.

"Hedge Counterparty" means Lloyds TSB Bank Plc.

"Hedging Agreements" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facility which, at the time that the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, are hedged in accordance with Clause 8.6 (Hedging Agreement) of the Facility Agreement.

"Intercreditor Agreement" means the agreement whereby (i) AREA agrees (amongst other things) that the Financial Indebtedness (as defined in the Facility Agreement) owed by the Borrower to AREA is subordinated to the Financial Indebtedness owed by the Borrower to the Finance Parties and (ii) the Security Trustee agrees (among other things) that the Financial Indebtedness owed by the Borrower to the Security Trustee is subordinated



## **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. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 8  
OCTOBER 2012 AND CREATED BY MOUNT ANVIL NEW  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE 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 23 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER  
2012



**Companies House**



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