

MG01

Particulars of a mortgage or charge



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 re-
particulars of a charge for a S
company. To do this, please use
form MG01s

WEDNESDAY



R1N5CLVN

RCS 05/12/2012 #65

COMPANIES HOUSE

RCS 29/11/2012 #10

COMPANIES HOUSE

1

Company details

Company number 0 8 2 1 2 4 8 3

Company name in full SHIP 1 LIMITED (the "Chargor")

6

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 d1 d4 m1 m1 y2 y0 y1 y2

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 Standard security (the "GWPL Standard Security")

4

Amount secured

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

Amount secured

all monies and all obligations and liabilities due now or after the date
of the GWPL Standard Security, owing or incurred by the Chargor to
any Finance Party under or pursuant to the Finance Documents, and
whether such monies, obligations or liabilities are express or implied,
present, future or contingent, joint or several, incurred as principal or
surety, originally owing to a Finance Party or purchased (whether by
assignment or otherwise) or acquired in any other way by it,
denominated in sterling or any other currency, or incurred on any
current or other banking account or in any other manner whatsoever
(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 DEUTSCHE BANK AG, LONDON BRANCH (the "Security Trustee")

Address operating in the United Kingdom under branch number BR000005

at Winchester House, 1 Great Winchester Street, London

Postcode E C 2 N 2 D 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

the Securty Subjects

Please see MG01 continuation page attached

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

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  X

PARTNER FOR TODS MURRAY LLP

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 RMM LZM D00839 1097-0001

Company name
Tods Murray LLP

Address
Edinburgh Quay

133 Fountainbridge

Post town
Edinburgh

County/Region

Postcode
E H 3 9 A G

Country

DX
DX ED58 Edinburgh

Telephone
0131 656 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

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

Defined Terms

"Security Subjects" means

SECURITY SUBJECTS – EDINBURGH

Property Address	Conveyancing Description
14(2f2) Smiths Place Edinburgh EH6 8NT	ALL and WHOLE the subjects known as and forming 14/4 Smith's Place, Edinburgh, EH6 8NT being the northwest most house on the second or top flat above the street or ground flat of the tenement 12, 14 and 16 Smith's Place being the subjects registered in the Land Register of Scotland under Title Number MID76963
85(2f1) Leith Walk Edinburgh EH6 8LX	ALL and WHOLE the subjects being the north most house on the second flat above the ground or street flat at 85 Leith Walk, Edinburgh, EH6 8LX of the tenement 81-87 (odd numbers) Leith Walk being the subjects registered in the Land Register of Scotland under Title Number MID35681
4(3f4) Melgund Terrace Edinburgh EH7 4BU	ALL and WHOLE the subjects being the southmost top floor flat at 4 Melgund Terrace, Edinburgh, EH7 4BU being the subjects registered in the Land Register of Scotland under Title Number MID103142
4(2f1) Earliston Place Edinburgh EH7 5SU	ALL and WHOLE the subjects being the westmost house on the second or top flat at 4 Earliston Place, Edinburgh, EH7 5SU of the tenement 1 to 5 Earliston Place which tenement is the westmost of the two tenements forming Earliston Place being the subjects registered in the Land Register of Scotland under Title Number MID81761
364(3) Gorgie Road Edinburgh EH11 2RQ	ALL and WHOLE the subjects being the westmost house on the second flat above the street or ground level at 364 Gorgie Road, Edinburgh, EH11 2RQ of the tenement 360 to 368 (even numbers) Gorgie Road being the subjects registered in the Land Register of Scotland under Title Number MID108665

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Amount secured

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

Amount secured

171(1f1) Dalkeith Road
Edinburgh EH16 5BY

ALL and WHOLE the subjects being the northmost half of the first flat above the street or ground flat at 171 Dalkeith Road, Edinburgh, EH16 5BY of the tenement 169, 171 and 173 Dalkeith Road being the subjects registered in the Land Register of Scotland under Title Number MID116228

90(1f1) Mayfield Road, Edinburgh EH9 3AF

ALL and WHOLE the subjects being the southmost house on the first flat above the street flat at 90 Mayfield Road, Edinburgh, EH9 3AF being the subjects registered in the Land Register of Scotland under Title Number MID106410

SECURITY SUBJECTS – DUNDEE

Property Address	Conveyancing Description
19 Milnebank Road Dundee DD1 5QD	ALL and WHOLE the subjects being those integrated flats comprising the former eastmost and westmost flats on the first floor of the tenement 19 Milnebank Road, Dundee, DD1 5QD, being the subjects registered in the Land Register of Scotland under Title Number ANG48470
18d City Road Dundee DD2 2LW	ALL and WHOLE the subjects being the house on the second floor of the tenement 18 City Road, Dundee, DD2 2LW, being the subjects registered in the Land Register of Scotland under Title Number ANG48455
2 Hepburn Street Dundee DD3 8BN	ALL and WHOLE the subjects being the eastmost dwellinghouse on the third and attic floors above ground or street level of the tenement 2 Hepburn Street, Dundee, DD3 8BN, being the subjects registered in the Land Register of Scotland under Title Number ANG12674

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Amount secured

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Amount secured

49(GL) Lyon Street
Dundee DD4 6RA

ALL and WHOLE the subjects being the westmost house on the ground floor of the tenement 49 Lyon Street, Dundee, DD4 6RA, being part of the tenements 43-49 (odd numbers) Lyon Street and 19 Brown Constable Street, together with the coal cellar and solum thereof pertaining thereto and being the subjects registered in the Land Register of Scotland under Title Number ANG42982

SECURITY SUBJECTS – STIRLING

Property Address	Conveyancing Description
Wolf Cottage 29 Lower Bridge Street Stirling FK8 1AA	ALL and WHOLE the subjects known as and forming Wolf Cottage, 29 Lower Bridge Street, Stirling FK8 1AA, being the subjects registered in the Land Register of Scotland under Title Number STG55407
46c King Street Stirling FK8 1AY	ALL and WHOLE the subjects known as and forming 46c King Street, Stirling FK8 1AY being a house on the second floor above the ground floor at 46 King Street of the tenement 46 to 48 King Street, Stirling, being the subjects registered in the Land Register of Scotland under Title Number STG10290
Pre 9b Irvine Place Stirling FK8 1BZ	ALL and WHOLE the subjects known as and forming 9b Irvine Place, Stirling FK8 1BZ being the top flat of the tenement 9 and 11 Irvine Place being the subjects registered in the Land Register of Scotland under Title Number STG7729
37(TFL) Murray Place Stirling FK8 1DQ	ALL and WHOLE the subjects known as and forming Flat 3/L, 37 Murray Place, Stirling FK8 1DQ being the third floor house above the ground floor of the tenement 33 to 41 (inclusive) Murray Place together with the coal cellar pertaining thereto being the subjects registered in the Land Register of Scotland under Title Number STG1623

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Amount secured

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Amount secured

18c Princes Street Stirling FK8 1HQ	ALL and WHOLE the subjects being the westmost house on the middle floor of the tenement 18 Princes Street, Stirling FK8 1HQ together with the coal cellar pertaining thereto being the subjects registered in the Land Register of Scotland under Title Number STG15719
19(Gfr) Abbey Road Stirling FK8 1LH	ALL and WHOLE the subjects being the eastmost rear house of tenement 19 Abbey Road, Stirling FK8 1LH together with the coal cellar pertaining thereto being the subjects registered in the Land Register of Scotland under Title Number STG1303

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Particulars of a mortgage or charge

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

Amount secured

Defined Terms

"Account Pledge" means each Luxembourg law pledge over bank accounts granted or to be granted in favour of the Security Trustee,

"Agency Fee Letter" means the agency fee letter dated on or about the date of the Facility Agreement between the Agent and the Borrowers

"Agent" means Situs Asset Management Limited, a company registered in England, whose registered office is at 27/28 Eastcastle Street, London W1W 8DH and with company registration number 6738409 as agent of the other Finance Parties,

"Arranger" means Deutsche Bank AG, London Branch in its capacity as arranger,

"Arrangement Fee Letter" means the arrangement fee letter dated on or about the date of the Facility Agreement between the Arranger and the Borrowers,

"Asset Management Duty of Care Agreement" shall have the meaning given to that term in the Facility Agreement,

"Assignment Agreement" means an agreement substantially in the form set out in Schedule 6 of the Facility Agreement (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor, assignee and the Agent,

"Borrowers" means the Chargor and SHIP 2 S À R L ,

"Company" means MOTHERSHIP S À R L a *société à responsabilité limitée*, incorporated in Luxembourg, having a share capital of £12,600, whose registered office is at 68-70, Boulevard de la Pétrusse, L-2320, Luxembourg and registered with the Luxembourg Trade and Companies Register under number B155085,

"Counterparty" means a bank or a financial institution which becomes a counterparty after the date of the Facility Agreement in accordance with Clause 24 9 (Accession of Counterparties)

"Debenture" means the debenture dated 1 November 2012 granted by, amongst others, the Chargor in favour of the Security Trustee in security for the Secured Liabilities,

"Deed of Subordination" means the deed of subordination entered into or to be entered into between (1) the Agent, (2) the Obligors and (3) the Shareholder

"Deutsche Bank AG, London Branch" means a corporation duly organised and existing under the law of the Federal Republic of Germany and having its principal place of business at Taunusanlage 12, Frankfurt Am Main and operating in the United Kingdom under branch number BR000005 at Winchester House, 1 Great Winchester Street, London,

"Duty of Care Agreement" means an Asset Management Duty of Care Agreement or a Managing Agent Duty of Care Agreement

"Facility Agreement" means the £27,000,000 facility agreement between, amongst others, (1) the

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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>Company, (2) the Chargor and SHIP 2 S á r l as borrowers, (3) Situs Asset Management Limited as the agent and (4) Deutsche Bank AG, London Branch in various capacities dated 26 October 2012,</p> <p>"Fee Letters" means the Agency Fee Letter, the Arrangement Fee Letter and the Prepayment Fee Letter,</p> <p>"Finance Documents" means</p> <ul style="list-style-type: none"> (A) the Facility Agreement, (B) the Security Documents, (C) the Deed of Subordination, (D) any Hedge Document, (E) each Duty of Care Agreement, (F) any Transfer Certificate, (G) any Fee Letter, (H) any Assignment Agreement, (I) the Margin Letter, (J) the Utilisation Request, and (L) any other document designated as such by the Agent and the Company <p>"Finance Party" means the Agent, the Arranger the Security Trustee, any Counterparty or a Lender,</p> <p>"GRPL Standard Security" means the standard security granted by the Chargor in favour of the Security Trustee dated 5 November 2012 in respect of 34 properties located in Edinburgh, Dundee and Stirling,</p> <p>"Hedge Document" means any document (in form and substance satisfactory to the Agent) evidencing in whole or in part a Hedging Arrangement,</p> <p>"Hedging Arrangements" means any interest or currency swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with the protection against or benefit from a fluctuation in interest or currency rates,</p> <p>"Lender" means</p> <ul style="list-style-type: none"> (a) the Original Lender, and (b) any person which has become a party as a Lender in accordance with Clause 24 (Changes 	

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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>to the Lenders) of the Facility Agreement</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement,</p> <p>"Luxembourg Obligor" means the Company and SHIP 2 S à r l</p> <p>"Managing Agent Duty of Care Agreement" means in relation to the Properties an agreement made between the relevant Obligors, any Managing Agent and the Security Trustee in form and substance satisfactory to the Agent</p> <p>"Managing Agent" means any managing agent of a Property appointed in accordance with Clause 22.8 of the Facility Agreement (<i>Managing Agents</i>),</p> <p>"Margin" has the meaning given to it in the Margin Letter</p> <p>"Margin Letter" means a letter dated on or about the date of the Facility Agreement between the Borrowers and the Agent setting out the Margin</p> <p>"Obligors" means the Borrowers and the Company,</p> <p>"Original Lender" means the financial institutions listed in Schedule 1 of the Facility Agreement as lender,</p> <p>"Prepayment Fee Letter" means the prepayment fee letter dated on or about the date of the Facility Agreement between the Agent and the Company</p> <p>"Properties" means all the land and buildings described in Schedule 8 of the Facility Agreement (<i>The Properties</i>) as more particularly described in each Debenture or Standard Security, each of them being a "Property", to the extent that the Security granted by an Obligor over that Property has not been irrevocably released in accordance with the terms of a Finance Document,</p> <p>"Receivables Pledge" means each Luxembourg law pledge over receivables granted or to be granted in favour of the Security Trustee in relation to the Subordinated Debt</p> <p>"Security Documents" means each Debenture, each Share Pledge, each Receivables Pledge, each Account Pledge, each Scottish Floating Charge, each Standard Security, and any further legal or other charge or other security or assurance granted to the Agent on behalf of the Finance Parties in respect of the obligations of the Borrowers or any other Obligor,</p> <p>"Scottish Floating Charge" means each Scottish law floating charge entered into, or to be entered into, by the Borrowers in favour of the Security Trustee,</p> <p>"Scottish Properties" means those Properties situated in Scotland, each of them being a "Scottish Property"</p> <p>"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,</p> <p>"Share Pledge" means each Luxembourg law share pledge granted or to be granted in favour of the</p>	

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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>Security Trustee over the entire issued share capital of each Luxembourg Obligor,</p> <p>"Shareholder" means Europa Real Estate III S à r l , a société à responsabilité limitée, incorporated in Luxembourg, having a share capital of €2,000,000, whose registered office is at 68-70 Boulevard de la Pétrusse, L-2320, Luxembourg and with company registration number B136325,</p> <p>"SHIP 2 S.À R.L." means a société à responsabilité limitée, incorporated in Luxembourg, having a share capital of £12,600, whose registered office is at 68-70, Boulevard de la Pétrusse, L-2320, Luxembourg and registered with the Luxembourg Trade and Companies Register under number B155095,</p> <p>"Situs Asset Management Limited" means a company registered in England, whose registered office is at 27/28 Eastcastle Street, London W1W 8DH and with company registration number 6738409 as agent of the other Finance Parties,</p> <p>"Standard Security" means the GWPL Standard Security and the GRPL Standard Security,</p> <p>"Subordinated Debt" means any loans or credit provided to the Company by the Shareholder or by one Obligor to another Obligor where such loans or credit are subordinated in accordance with the Deed of Subordination and where the interest of the Shareholder or Obligor in such loan or credit is subject to Security in favour of the Security Trustee,</p> <p>"Transfer Certificate" means a certificate substantially in one of the forms set out in Schedule 5 of the Facility Agreement (<i>Form of Transfer Certificate</i>) or any other form agreed between the Agent and the Borrower, and</p> <p>"Utilisation Request" means a notice substantially in the form set out in Schedule 3 of the Facility Agreement (<i>Utilisation Request</i>)</p>	

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is not for**
You cannot use this form to register
a charge for a company registered
in Scotland

For more information, please
visit
gov.uk

COMPANIES HOUSE

1

Company details

Company number 0 8 2 1 2 4 8 3

Company name in full SHIP 1 LIMITED (the "Chargor")

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 charge presented

Date of, and parties to,
the charge

It is hereby certified that the charge ①

being a standard security dated 5 November 2012 granted by the

Chargor in favour of DEUTSCHE BANK AG, LONDON BRANCH as

Security Trustee

was presented for registration on

d1 d4 m1 m1 y2 y0 y1 y2

Jurisdiction

in ②

- ☒ Scotland
☐ England and Wales
☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'

② Please tick as appropriate

3

Signature

Please sign the form here

Signature

Signature

✗ PARTNER FOR TODS MURRAY LLP ✗

This form must be signed by a person with an interest in the registration of
the charge

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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. The contact information you give will be visible to searchers of the public record.

Contact name RMM LZM D00839 1097-0001

Company name
Tods Murray LLP

Address
Edinburgh Quay

133 Fountainbridge

Post town
Edinburgh

County/Region

Postcode
E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000



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 shown the date of, and parties to, the charge in Section 2
- ☒ You have declared where the charge was presented for registration
- ☒ You have enclosed the form MG01 and a verified copy of the deed
- ☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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



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

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

COMPANY NO. 8212483

CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 5 NOVEMBER 2012 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 14 NOVEMBER 2012 AND
CREATED BY SHIP 1 LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO ANY
FINANCE 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 5 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER
2012

DX



Companies House



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