

222907/13

In accordance with  
Section 860 of the  
Companies Act 2006

**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 for**

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

TUESDAY



LD6 14/06/2011 44  
COMPANIES HOUSE

**1****Company details**

Company number 0 0 2 0 5 4 6 8

Company name in full Guinness Mahon & Co Limited ("the Company")

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 2 5 0 5 2 0 1 1

**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 Interest Agreement (the "Security Interest Agreement")

**4****Amount secured**

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

Amount secured

All obligations and liabilities (whether present or  
future, actual or contingent, joint or several or  
as principal, surety or in any other capacity) of,  
or due by, the Trustees (or either of them) to the  
Bank pursuant to the Finance Documents provided  
that:

(a) to the extent that any part of such obligations  
and liabilities are not guaranteed as set out  
above, whether by reason of any legal limitation or  
disability relating to the Trustees (or either of  
them) or otherwise, the Company hereby covenants to  
pay or discharge such obligations and liabilities  
on an indemnity basis and/or as a primary obligor  
and security interests granted hereunder shall  
stand as a security to the Bank for the primary  
obligations and liabilities of

**Continuation page**

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

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**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Investec Bank plc (the "Bank")	
Address	2 Gresham Street	
	London	
Postcode	E C 2 V 7 Q P	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Bank shall have a first priority security interest in the Collateral pursuant to the Law, the Company hereby:</p> <p>(a) assigned, transfers and/or otherwise makes over to the Bank title and Collateral</p> <p>(b) agrees that, to the extent that the Grantor shall not have perfected such assignment, transfer and/or making over of title to any Securities, the Secured Party shall have possession of the certificates of title thereto</p> <p>The Company hereby undertakes to the Bank that:</p> <p>(a) contemporaneously with the execution of this agreement, it shall deliver to the Bank, or its order, the certificate of title in respect of the Original Security, together with an undated and signed duly completed instrument of transfer in a form acceptable to Bank,</p> <p>(b) contemporaneously with the execution of this agreement, it shall execute and deliver to the Trustees a notice materially in the form set out in schedule 2 of the Security Interest Agreement and shall procure that the Trustees promptly execute and deliver to the Secured Party an acknowledgement materially in the form set out in schedule 2.</p> <p>The Company covenants undertakes to the Bank, so that the same shall be continuing covenants and undertakings throughout the Security Period, that:</p> <p>(a) if Additional Securities are issued to, transferred to, or otherwise acquired by, the Company, and/or any nominee of the Company, it shall</p>	

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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 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  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 Michael Speranza

Company name Reed Smith

Address The Broadgate Tower

20 Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 R S

Country

DX DX 1066/DX 18 City/London

Telephone 020 3116 3000



### 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)

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>the Company contained in this paragraph</p> <p>(b) the amount that the Company is obliged to pay under this agreement shall be limited to an aggregate amount equal to tyhat recovered by the Bank as a result of enforcement of the security interests created hereby or pursuant hereto in respect of the Collateral;</p> <p>(c) the obligations and liabilities of the Company under this agreement shall be satisfied and discharged only from the proceeds of enforcement of the security interests created hereby or pursuant hereto,</p> <p>(d) the Bank shall not have any recourse under this agreement to any asets of the Company other than the Collateral. Following the Bank's enforcement of the security interests created hererby or pursuant hererto and the application of the proceeds of such enforcement in accordnace with this agreement, the Bank shall have no other right or claim against the Company or any of its assets and every and any obligation and liability of the Company under this agreement shall thereupon be extinguished.</p> <p>The Company agrees that, so long as any of the obligations and liabilities of the Trustees above remain outstanding or unpaid</p> <p>(a) it will not, except in such manner and upon such terms as the Secured Party may reequire, exercise any rights which it may at any time have:</p> <p style="padding-left: 40px;">(1) to be indemnified by the Trustees; or</p> <p style="padding-left: 40px;">(11) to claim any contribution from any other gurantor of the Trustees' obligations under the Finance Documents; or</p> <p style="padding-left: 40px;">(111) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right or security of the Bank under the Finance Documents, and</p> <p>(b) it will promptly, upon receipt of the smae, apply any monies received by it as a result of the exercise of any such rights in or towards the payment or discharge of the Secured Obligations</p> <p>The Company hereby acknowledges that it has been provided with, and has read a copy of the Finance Documents</p> <p>"Additional Securities" means any units in the Unit Trust issued to, transferred to, or otherwise acquired by the Company after the date hereof,</p> <p>"Collateral" means the Securities and Related Rights,</p> <p>"Finance Document" means each of this agreement, each Security Document, the Hedging Arrangement, each Utilisation Request, the letter from the Process Agent to the Lender and any other document so designated in writing by the Company and the Bank;</p> <p>"Guarantor" means Ronson Capital Partners I (Real Estate) GP Limited as</p>

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## Particulars of a mortgage or charge

4	Amount secured
Amount secured	<p data-bbox="320 365 1054 398">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="320 465 1487 555">general partner of The Ronson Capital Partners I (Real Estate) Partnership LP (registered in Jersey with number 1282) whose registered office is at 22 Grenville Street, St Helier, Jersey, JE4 8PX;</p> <p data-bbox="320 589 1487 645">"Original Security" means the units specified in Schedule 1 of the Security Interest Agreement,</p> <p data-bbox="320 678 783 712">"Parent" means the Guarantor,</p> <p data-bbox="320 745 1487 981">"Related Rights" means all rights of the Grantor derived from or connected to the Securities including, without limitation, any rightsto receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise including, without limitation, any income in respect of the Securities held by the Trustees on behalf of the Company);</p> <p data-bbox="320 1014 1437 1048">"Securities" means the Original Security and any Additional Securities,</p> <p data-bbox="320 1081 879 1115">"Security Document" means each of -</p> <p data-bbox="320 1137 1487 1193">(a) a debenture incorporating a first fixed legal charge over the Property granted by the Company in favour of the Lender;</p> <p data-bbox="320 1227 1382 1283">(b) a guarantee garnted by the Guarantor in favour of the Bank (the "Guarantee");</p> <p data-bbox="320 1317 895 1350">(c) the Security Interest Agreement,</p> <p data-bbox="320 1384 1487 1440">(d) a deed of subordination with the Suboridnated Lender in respect of the Subordinated Loan;</p> <p data-bbox="320 1473 1477 1507">(e) each other document designated in writing by the Company and the Bank</p> <p data-bbox="320 1529 943 1563">"Subordinated Lender" means the Parent,</p> <p data-bbox="320 1597 1414 1675">"Subordinated Loan" means the loan of £35,000,000 provided or to be provided by the Subordinated Lender pursuant to the Subordinated Loan Agreement;</p> <p data-bbox="320 1709 1477 1798">"Subordinated Loan Agreement" means the loan agreement dated on or around the date of this Agreement made between the Subordinated Lender and the Company;</p> <p data-bbox="320 1832 1469 1888">"Trustees" means Maurant &amp; Co Trustees Limited and Maurant Property Trustees Limited, both of 22 Grenville Street, St Helier, Jersey JE4 8PX,</p> <p data-bbox="320 1921 1414 1977">"Utilisation Request" means a notice substantially in the form set in Schedule 3 of the Facility Agreement;</p>

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## 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

(1) immediately deliver to the Bank, or to its order, certificates of title in respect of such Additional Securities, together with an undated and signed duly completed instrument of transfer in a form acceptable to the Bank (or, in each case, procure such delivery), and

(11) immediately execute and deliver to Trustees a notice materially in the form set out in schedule 2 in respect of such Additional Securities and shall procure that the Trustees execute and deliver to the Bank an acknowledgement materially in the form set out in schedule 2; and

(b) immediately upon written request from the Bank, it shall execute and deliver to the Trustees notice materially in the form set out in Schedule 3 of the Security Interest Agreement in respect of the Securities at that time and shall procure that the Trustees promptly execute and deliver to the Bank an acknowledgement materially in the form set out in Schedule 3.

The Secured Party agrees that, without prejudice to the other provisions of the Security Interest Agreement, it shall not take any steps to have itself registered as the holder of the Securities until the occurrence of a Potential Event of Default.

If the security interestss referred to in clause 3 1 of the Security Interest Agreement have been created pursuant to both articles 2(3) and 2 (6) of the Law, such security interests shall exist concurrently to the extent permitted by the Law and, if such security interests are mutually exclusive, the security interest created under article 2(6) of the Law shall prevail

"Event of Default" means any of the events or circumstances specified in clause 10 of the Security Interest Agreement,

"Law" means the Security Interests (Jersey) Law 1983,

"Potential Event of Default" means a Default or Event of Default or any event or circumstance which would, with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing, be an Event of Default,

"Secured Obligations" means all monies, obligations and liabilities (whether present, future, actual or contingent, joint or several, or as principal, surety or in any other capacity) of or due or owing by the Company to the Bank pursuant to the Finance Documents and/or this agreement,

"Security Period" means the period commencing on the date hereof and ending on the date upon which the Secured Party has determined that all of the Secured Obligations have been irrevocably paid, performed and/or discharged in full



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

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

**COMPANY NO. 205468  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT DATED 25 MAY 2011 AND CREATED BY  
GUINNESS MAHON & CO. LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE TRUSTEES (OR  
EITHER OF THEM) TO INVESTEC BANK PLC 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 14 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2011

*Rf*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES