

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

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19/10/2012

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COMPANIES HOUSE

For official use

1

**Company details**

Company number

0 7 6 6 0 7 2 4

Company name in full

Abacus General Partner Limited (the "**Debtor**")

**→ 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 d0 m1 m0 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

Security Interest Agreement made on 10 October 2012 between the Debtor and Coutts & Co (the "**Secured Party**") (the "**Security Interest Agreement**")

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, whether owed jointly, severally, or as principal, surety or in any other capacity whatsoever) of the Debtor to the Secured Party under the Credit Agreement ("**Secured Liabilities**")

Please refer to the continuation sheets for definitions

**Continuation page**

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

# 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

#### Security Interest

1 1 the payment and discharge of the Secured Liabilities and the performance and observance of all Abacus Land 4 (General Partner) Limited's (the "**Company**") other obligations to the Secured Party in the manner and at the time provided for in the Credit Agreement and, as a continuing security to the Secured Party for such payment, discharge, performance and observance, with the intention that the Secured Party has a first priority Security Interest pursuant to the provisions of the Law in all the Debtor's right, title and interest in and to the Collateral as continuing security for the Secured Liabilities, the Debtor

1 1 1 undertook to deliver to the Secured Party (or its nominee), on or before completion of the Security Agreement, the certificates relating to the Charged Property so that the Secured Party (or its nominee) had possession of those certificates, subject to the terms of the Security Agreement, and

1 1 2 assigned, transferred and otherwise made over to the Secured Party (or its nominee) title to the Charged Property and assigned all right, title and interest in and to the Derivative Assets to the Secured Party (or its nominee)

("Security Interest")

#### Negative pledge

The Debtor agreed that it would (subject to the security interest created by the Security Agreement) continue to be the sole beneficial owner of the Charged Property and to all rights in relation to it (subject to the security interest created by the Security Agreement) and would not permit any person, other than the Debtor or the Secured Party (or its nominee), to be registered as holder of the Charged Property or any part of it

The Debtor agreed that it would not, or not attempt to, agree or attempt to, and shall procure that no person would or would agree or attempt to, at any time, other than with the Secured Party's prior written consent, create, grant, extend or permit to subsist any Security Interest, right of set-off, option to purchase or other similar rights whatsoever on, over or affecting all or any part of the Collateral or any rights in relation to it or any other asset of the Debtor This prohibition applies to any Security Interest, right of set-off, option to purchase or other similar right which ranks or purports to rank in point of security in priority to, pari passu with, or subsequent to, the security constituted (or intended to be created) under the terms of the Security Agreement

#### Definitions

**Charged Property** means the shares listed in Schedule 1 to the Security Agreement (and replicated in this Form MG01) and any legal or beneficial interest in any other shares in the Company, now or hereafter legally and/or beneficially owned by the Debtor

**Collateral** means the Charged Property, any Derivative Asset and any other property at any time subject to the security interest created under the Security Agreement

**Debtor** means Abacus General Partner Limited

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Please give the short particulars of the property mortgaged or charged

Short particulars

**Derivative Asset** means any dividend, distribution, interest on dividends and distributions, stock, share or other security, right, money or other intangible moveable property at any time after the date of the Security Agreement derived from or accruing, offered or created in relation to, or issued in substitution for, all or any part of the Charged Property

**Law** means the Security Interests (Guernsey) Law, 1993

**Security Agreement** means the Security Interest Agreement

**Security Interest** means any lien, charge, bond, mortgage, pledge, assignment, hypothecation, title retention, security interest, equitable interest, trust arrangement or any other agreement or arrangement of any kind having the effect of creating security

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally, or as principal, surety or in any other capacity whatsoever) of the Borrower to the Secured Party under the Credit Agreement

#### Schedule 1

#### The Charged Property

Company	SHARES
Abacus Land 4 (General Partner) Limited	1,000 ordinary shares of £1 00 each

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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

**Continuation page**

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

Name Coutts & Co

Address 440 Strand, London

Postcode W C 2 R 0 Q S

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

All defined terms are set out in full below Unless otherwise set out below, defined terms will have the same meanings given to them in the £4,000,000 warehousing ground rent loan facility agreement between the parties dated 21 September 2012 (the "**Credit Agreement**")

See continuation sheets

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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).

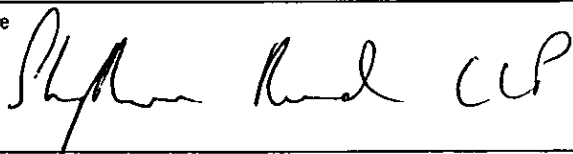
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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 Sarah Amin

Company name Stephenson Harwood LLP

Address 1 Finsbury Circus

Post town London

County/Region

Postcode E C 2 M 7 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7809 2554



### 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)



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

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

**COMPANY NO. 7660724  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT DATED 10 OCTOBER 2012 AND CREATED BY  
ABACUS GENERAL PARTNER LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
COUTTS & CO 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  
19 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER  
2012



**Companies House**



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