

MG01

Particulars of a mortgage or charge

138500/286



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

MONDAY



LD2 26/07/2010 158
COMPANIES HOUSE

1 Company details

Company number 03584248
Company name in full Argyll Business Centres Limited

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 01/09/2007

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 Legal Charge (the "Legal Charge")

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 in any other capacity
whatsoever and whether originally incurred by an
Obligor or by some other person) of each Obligor to
the Finance Parties (or any of them) under each of
the Finance Documents (the "Secured Obligations")

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

Continuation page

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

Name	CB Richard Ellis Loan Servicing Limited ("Security Trustee")
Address	St Martin's Court, 10 Paternoster Row
	London
Postcode	E C 4 M 7 H 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

Continuation page

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

Short particulars	<p>By way of first legal mortgage the freehold and leasehold property specified in Schedule 1 (<i>Mortgaged Property</i>) below</p> <p>NOTES</p> <p>1 The Legal Charge contains a provision that, except where agreed in writing by the Security Trustee, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets</p> <p>2 The following definitions are contained in the Legal Charge or incorporated into it (by virtue of the terms of a Debenture dated 15 July 2010 between the Chargor and others (1) and the Security Trustee (2))</p> <p>"Agent" means CB Richard Ellis Loan Servicing Limited as agent for the Finance Parties</p> <p>"Arrangers" means Aeriance Investments SA and M&G Investment Management Limited as the joint mandated arrangers of the facility granted by the Facility Agreement</p> <p>"Borrower" means each of the Original Borrowers and any company which becomes an Additional Borrower in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Facility Agreement unless it has ceased to be a Borrower in accordance with Clause 27 3 (<i>Release of Obligors</i>) of the Facility Agreement</p> <p>"Charged Assets" means the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Trustee by or pursuant to the Legal Charge</p> <p>"Chargor" means Argyll Business Centres Limited</p>
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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

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 866)

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 870) 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 Ben Lighter Pm LLP X

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

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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 Richard Davies Jones/28665 3

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Counterparty" means the counterparty to any Hedge Document

"Facility Agreement" means the Facility Agreement dated 15 July 2010 between, amongst others, the Original Borrowers, the Original Guarantors, the Arranger, CB Richard Ellis Loan Servicing Limited as the Agent and the Security Trustee and the Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

"Finance Document" means (a) the Facility Agreement, and also (b) the Security Documents, (c) each Duty of Care Agreement, (d) each Transfer Certificate, (e) each Assignment Agreement, (f) each Fee Letter, (g) the Margin Letter, (h) each Hedge Document, (i) each Utilisation Request, (j) each Accession Letter (all as defined in the Facility Agreement) and (k) any document designated as such by the Agent and the Obligors' Agent (as defined in the Facility Agreement)

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

"General Partner" means First Serviced Offices GP Limited, a limited liability company incorporated in England and Wales, with registered number 03237042

"Guarantor" means each of the Original Guarantors and any company which becomes an Additional Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement unless it has ceased to be a Guarantor in accordance with Clause 27 3 (*Release of Obligors*) of the Facility Agreement

"Hedge Document" means each of the documents entered into by a Borrower and Counterparty evidencing or relating to 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 protection against or benefit from fluctuation in interest or currency rates

"Lender" means

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 26 (*Changes to Finance Parties*) of the Facility Agreement, which, in each case, has not ceased to be a party in accordance with the terms of the Facility Agreement

"Obligor" means a Borrower, the General Partner or a Guarantor

"Original Borrowers" means the persons listed in Schedule 2 below

"Original Guarantors" means the persons listed in Schedule 2 below

"Original Lenders" means (a) Aeriance Investments S A (acting in its own name but on behalf of Aeriance FCP-SIF, a fonds commun de placement organised under Luxembourg law of 13 February 2007 and in particular its Sub-Funds Aeriance Senior Tranches in Real Estate Loans Fund 1 and Aeriance Mezzanine Real Estate Fund 2), (b) M&G Real Estate Finance 1 Co Sarl and (c) Prudential Assurance Company Limited

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	Please give the short particulars of the property mortgaged or charged	
Short particulars		

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**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

"**Security Period**" means the period beginning on the date of the Debenture and ending on the date on which the Agent is satisfied that the Secured Obligations have irrevocably been discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents

"**Security Trustee**" means CB Richard Ellis Loan Servicing Limited as trustee for each of the Finance Parties

Schedule 1 (Mortgaged Property)

2, 4 and 6 Eaton Gate, London registered under title number NGL885203

Schedule 2 (Original Borrowers/Original Guarantors)

Name	Jurisdiction	Company Number
MSREF V Tulip B V	Netherlands	34228141
Ifanco Consultancy B V	Netherlands	34166249
First Serviced Offices Holdings B V	Netherlands	34191385
First Serviced Offices Limited	England/Wales	5151604
Rangeflat Limited	England/Wales	4131248
53 Davies Street Limited	England/Wales	4157156
One Cornhill Limited	England/Wales	5241181
First Serviced Offices UK LP acting through its general partner, First Serviced Offices GP Limited	England/Wales	LP005788
First Serviced Offices GP Limited	England/Wales	3237042
Executive Offices Limited	England/Wales	4690020
Argyll Business Centres Limited	England/Wales	3584248
Corpnext Limited	England/Wales	3731682
E O G (UK) Limited	England/Wales	3143505
68 Brook Street B V	Netherlands	33213774
MSREF V Galileo B V	Netherlands	34224171
2-6 Eaton Gate Limited	England/Wales	5371314
MSREF V Saturnus B V	Netherlands	34234416
MSREF V Pluto B V	Netherlands	24234420
16 OQS Limited	England/Wales	4377253
EOG (Management) Limited	England/Wales	5594261
Executive Offices Group Limited	England/Wales	4759437
E O G Business Services Limited	England/Wales	4759478
The Business Centre Management Company Limited	England/Wales	4770682
Cascata B V	Netherlands	TBC
First Serviced Offices Real Estate Holdings B V	Netherlands	TBC
Kendor Limited	England/Wales	4768668
Corpnext Acquisitions Limited	England/Wales	5259638
Argyll Business Centres Holdings Limited	England/Wales	5114862

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3584248
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 19 JULY
2010 AND CREATED BY ARGYLL BUSINESS CENTRES LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM)
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 26 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2010

DX



Companies House
— for the record —



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