

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

THURSDAY



LD3 *LZBB2EBX* 116
22/10/2009
COMPANIES HOUSE

1

Company details

Company number 4 2 2 2 5 5 7
Company name in full Ashtenne Industrial (General Partner) Limited
(Chargor)

55

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 0 2 1 0 2 0 0 9

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 An account charge between, amongst others, the Chargor and the Security
Agent (as defined below) (Deed)

4

Amount secured

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

Amount secured 10 4
All monies and liabilities at the date of the Deed
or after the date of the Deed due owing or incurred
by an Obligor to the Beneficiaries (or any of them)
under the Transaction Documents (or any of them) in
any manner and in any currency or currencies and
whether present or future, actual or contingent,
whether incurred solely or jointly with any other
person and whether as principal or surety, together
with all interest accruing on such monies and
liabilities and all costs, charges and expenses
incurred by any Beneficiary under any Transaction
Document (Secured Obligations)

Continued at the continuation page for box 4

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

MG01

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 National Westminster Bank Plc cont.

Address 135 Bishopsgate

London

Postcode E C 2 M 3 U R

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

1 Covenant to pay

The Chargor covenanted with the Security Agent as agent for the Beneficiaries, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Transaction Documents.

2 Charging provisions**2.1 General**

All Security created by the Chargor under clause 3.2 of the Deed, (as set out in paragraph 2.2 of this form MG01), is:

(a) a continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

Continued at continuation page for box 6

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

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 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 *Adrian Goddard* CP

X

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 KAYEJ/BROALA/304919/2551

Company name Addleshaw Goddard LLP

Address BOX 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX 47 London

Telephone 020 7160 3380



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

In this form MG01 the following terms have the following meanings:

Obligor has the meaning given to that term in the Facility Agreement

Beneficiary has the meaning given to that term in the Facility Agreement

Facility Agreement means the facility agreement dated 11 July 2001 as amended by amendment agreements dated 31 December 2002, 25 June 2004, 1 November 2005 and 19 December 2005 and as amended and restated by amendment and restatement agreements dated 7 September 2006 and on or about the date of the Deed between, amongst others, the Parties

Party means a party to the Deed

Transaction Document has the meaning given to that term in the Facility Agreement

MG01 - continuation page

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name as security agent for cont. below

Address

Postcode

Name the Beneficiaries (Security Agent)

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

(c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and

(d) granted in favour of the Security Agent as agent for the Beneficiaries.

2.2 First fixed charges

95

The Chargor charged by way of first fixed charge the Secured Assets.

3 Continuing security

3.1 Continuing security

The Security constituted by the Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

3.2 Recourse

The Security constituted by the Deed:

(a) is in addition to any other Security which any Beneficiary may hold at any time for the Secured Obligations (or any of them); and

(b) may be enforced without first having recourse to any other rights of any Beneficiary.

4 Negative pledge

The Chargor shall not create, grant, extend or permit to subsist any Security or arrangement over the Secured Assets or any part thereof or permit or agree to any variation of the rights attaching to the Secured Assets.

Continued at sheet 2 of the continuation page for box 6

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	5	Restrictions on disposals	
		The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.	
	6	Further assurance	
	6.1	The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):	
		(a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Security Agent or the Beneficiaries provided by or pursuant to the Deed or by law;	
		(b) to confer on the Security Agent or confer on the Beneficiaries Security over any property and assets of a Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed; and/or	
		(c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Deed.	
Continued at sheet 3 of the continuation page for box 6			

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	<p>In this form MG01 the following terms have the following meanings:</p> <p>Account means each of:</p> <ul style="list-style-type: none"> (a) each Blocked Account (b) the Collection Account (c) the Contingency Account (d) the Permitted Deductions Account (e) the Service Charge Proceeds Account and (f) any other account designated as such by the Borrower and the Security Agent <p>Borrower has the meaning given to that term in the Facility Agreement</p> <p>Blocked Account means</p> <ul style="list-style-type: none"> (a) the Sales Proceeds Account and (b) any other account designated as such by the Borrower and the Security Agent <p>Collection Account has the meaning given to that term in the Facility Agreement</p> <p>Contingency Account has the meaning given to that term in the Facility Agreement</p> <p>Deposit means all monies from time to time standing to the credit of each Account</p> <p>Event of Default has the meaning given to that term in the Facility Agreement</p> <p>Permitted Deductions Account has the meaning given to that term in the Facility Agreement</p> <p>Sales Proceeds Account has the meaning given to that term in the Facility Agreement</p> <p>Security has the meaning given to that term in the Facility Agreement</p> <p>Secured Asset means all rights, title and interests of the Chargor in the Deposit and the Accounts together with all interest thereon and all rights, benefits and proceeds thereof (together the Secured Assets)</p> <p>Service Charge Proceeds Account has the meaning given to that term in the Facility Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4222557
CHARGE NO. 55

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 2
OCTOBER 2009 AND CREATED BY ASHTENNE INDUSTRIAL
(GENERAL PARTNER) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM AN OBLIGOR TO THE
BENEFICIARIES (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 22 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 OCTOBER
2009

L. C. Selo.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES