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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 for
You cannot use this form to register
particulars of a mortgage or charge
in Scotland or Northern Ireland
form MGC

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26/08/2011

COMPANIES HOUSE

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For further information, please
visit the Companies Act
at
house.gov.uk

For official use

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1 Company details

Company number 0 4 4 1 0 3 9 3

Company name in full Mount Anvil Group Limited (the "Company")

→ 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 m0 m8 y2 y0 y1 y1

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 Fixed and Floating Security Document (the "Security Document") dated 10 August 2011 between
the Company, Mount Anvil New Holdings Limited and Hammer B V (the "Security Agent", as
security agent for the benefit of the Finance Parties (which expression includes its successors and
assigns))

4 Amount secured

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

Amount secured The "Liabilities", which are defined in the Security Document as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by the Company to any Finance Party under or in
connection with any Finance Document (in each case, whether alone
or jointly, or jointly and severally, with any other person, whether
actually or contingently and whether as principal, surety or
otherwise)

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

Please see attached continuation pages.

Address

Locatellikade 1, Amsterdam, the Netherlands

Postcode

1 0 7 6 A Z

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

Please see attached continuation pages

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Particulars of a mortgage or charge

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X Linklaters LLP

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 Joyce Lau

Company name Linklaters LLP

Address One Silk Street
CH London Courier

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 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

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

Continuation page (1)

Mount Anvil Group Limited (04410393)

Hammer B V as security agent for the Secured Parties

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

Continuation page (1)

Mount Anvil Group Limited (04410393)

1 Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties)

1 1 **Real Property:** by way of first fixed equitable charge, all Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future

1 2 **Other Assets:** by way of first fixed charge, all its present and future

- (a) Book Debts,
- (b) Bank Accounts,
- (c) Investments, including the shares described in Schedule 2 (*Investments*) to the Security Document as set out in Note 2 below,
- (d) uncalled capital and goodwill,
- (e) Intellectual Property,
- (f) beneficial interest in any pension fund,
- (g) plant and machinery (except that mortgaged or charged by the Security described in paragraph 1 1 (*Real Property*) above,
- (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,
- (i) rights under any agreement relating to the purchase of Real Property,
- (j) rights under any agreement for the sale of any Charged Asset, and
- (k) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of paragraph 1 (*Fixed Charges*) and the right to recover and receive all compensation which may be payable in respect of them

2 assignments

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) all its present and future right, title and interest in and to

- (a) any claims, awards and judgment in favour of the Company, under or in connection with any Finance Documents, and
- (b) all Assigned Contracts, including the contacts described in Schedule 3 (*Assigned Contracts*) to the Security Document as set out in Note 2 below

Mortgage(s) or person(s) entitled to the charge (if any)

Continuation page (2)

Mount Anvil Group Limited (04410393)

3 Floating Charge

- 3 1 **Creation.** The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above)

Note (1): In this Form, except to the extent that the context requires otherwise

any reference to "**assets**" includes present and future properties, revenues and rights of every description

"Additional Developments" means the Peartree Development (as this term is defined in the Investment Memorandum dated May 2011 addressed to the Apollo European Real Estate Fund III) and such other developments as may be agreed from time to time between the Parties

"Agreement" means the mezzanine facility agreement dated 22 July 2010 between Mount Anvil Group Limited as borrower, Mount Anvil New Holdings Limited as guarantor, Hammer B V as lender and Hammer B V as security agent and as amended and restated on 10 August 2011

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Business Plan" means the business plan provided to the Lender pursuant to Clause 4 1 (*Initial conditions precedent*) of the Agreement (as such Business Plan is updated from time to time in accordance with the Agreement)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Finance Document" means

- (a) the Agreement,
- (b) Mount Anvil Group Limited's articles of association, as the same may be amended from time to time,

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

Continuation page (3)

Mount Anvil Group Limited (04410393)

- (c) the side letter entered into between Cornelius Killian Hurley, Mount Anvil Group Limited, Mount Anvil New Holdings limited and Hammer B V in relation to certain matters affecting the Group,
- (d) the Security Document and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document,
- (e) the fixed charge document between Mount Anvil Group Limited and Hammer B V as security agent,
- (f) the shareholders' agreement entered into between Mount Anvil Group Limited and Hammer B V following the issue of shares in Mount Anvil New Holdings Limited pursuant to the Warrant Instrument,
- (g) the Warrant Instrument, and
- (h) any other document designated as such by the Lender and the Company

any reference to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

"Finance Party" means the Security Agent or the Lender

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Insolvency Act" means the Insolvency Act 1986 (as amended or re-enacted)

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest

"Intellectual Property" of the Company means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which the Company at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" of the Company means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),

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

Continuation page (4)

Mount Anvil Group Limited (04410393)

- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest

any reference to a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

"Group" means Mount Anvil Group Limited and its Subsidiaries for the time being

"New Development Company" means any company or entity which shall own or develop any development projects (including the Additional Developments) undertaken by the Group after the date of the Agreement in accordance with the Business Plan

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"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

any reference to the "Security Agent" shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Subsidiary" means in relation to any company or corporation (a "holding company"), a company or corporation

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

"Warrant Instrument" means the warrant instrument dated 19 October 2010 entered into between Hammer B V as lender and Mount Anvil New Holdings Limited and as amended on 10 August 2011

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

Continuation page (5)

Mount Anvil Group Limited (04410393)

Note (2):

The Investments specified in Schedule 2 (*Investments*) to the Security Document is as follows:

1. Mount Anvil New Holdings Limited – 100% of the issued share capital in each of the New Development Companies

The Assigned Contracts specified in Schedule 3 (*Assigned Contracts*) to the Security Document is as follows:

- 1 The asset management agreement entered into between Monmouth Asset Management Limited and Mount Anvil New Holdings Limited in relation to the Group
2. The inter-company loan agreement between Mount Anvil Group Limited and Mount Anvil New Holdings Limited on lending the monies advanced under the Agreement
3. The deed of novation between Mount Anvil Group Limited, Mount Anvil New Holdings Limited, Mount Anvil (Atlip Road) Limited and Zest Homes Limited novating the obligations of Mount Anvil Group Limited as guarantor of Mount Anvil (Atlip Road) Limited under a facility agreement dated 7 December 2009 to Mount Anvil New Holdings Limited
- 4 The wrong pockets deed between Mount Anvil Group Limited and Mount Anvil New Holdings Limited whereby the outstanding assets in Mount Anvil Group Limited will be transferred to Mount Anvil New Holdings Limited, outstanding liabilities in Mount Anvil Group Limited will be paid by Mount Anvil New Holdings Limited and Mount Anvil New Holdings Limited will indemnify Mount Anvil Group Limited against such liabilities

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

Continuation page (6)

Mount Anvil Group Limited (04410393)

Note (3): The Security Document provides that

- 1 **Security:** The Company shall not create or permit to subsist any Security over any Charged Asset except for certain limited exceptions specified in Clause 17 4 (*Negative pledge*) of the Agreement
- 2 **Disposal.** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except for certain limited exceptions specified in Clause 17 5 (*Disposals*) of the Agreement
- 3 **Conversion by Notice:** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)
 - 3 1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
 - 3 2 while an Enforcement Event is continuing
- 4 **Automatic Conversion.** If
 - 4 1 the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (3) over any of the Charged Assets not subject to a fixed Charge, or
 - 4 2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

For the purposes of this Note (3)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Enforcement Event" means

- (a) any event described in paragraph (a) of Clause 7 2 (*Change of control*) of the Agreement, or
- (b) an Event of Default (as defined in the Agreement)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4410393
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 10 AUGUST 2011 AND CREATED BY
MOUNT ANVIL GROUP 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 26 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 AUGUST 2011

LL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES