

MG01

Particulars of a mortgage or charge

08527/29



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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 on a
company. To do this use
form MG01s

For further information, please
refer to our guidance at
gov.uk



A26

A1NUI7F

15/12/2012

#316

COMPANIES HOUSE

Official use

1

Company details

Company number 04768914
Company name in full aAIM Nominee 2 Limited (the "Pledgor")

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 28/12/2012

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 Account Pledge Agreement made between the Pledgor (1) and aAIM Nominee 1
Limited (2) as trustees of the aAIM Syndicate One (together the
"Pledgor") and HSH Nordbank AG (the "Original Pledgee") (2) (the
"Agreement")

4

Amount secured

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

Amount secured 19
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 the Obligors or any
of them to the Pledgees under or in connection with
the Finance Documents as amended, increased,
varied, novated or changed in any other way in
accordance with the Finance Documents. The Secured
Liabilities shall include any obligation based on
unjust enrichment (*ungerechtfertigte Bereicherung*)
or tort (*Delikt*)

(the "Secured Liabilities")

Continuation page

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

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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	HSN Nordbank AG of Gerhart-Hauptmann-Platz 50, 20095
Address	Hamburg, Germany (the "Lender", "Hedge Counterparty", "Security Trustee" or "Original Pledgee")
Postcode	
Name	
Address	
Postcode	

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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 PLEDGE**
- 1 1 The Pledgor granted first priority pledges (*erstrangige Pfandrechte*) to the Pledgees over all of their present, future, conditional and unconditional claims, rights, title and interest (whether actual or contingent) arising from or in relation to all of its bank accounts, including any sub-account, renewal, redesignation or replacement thereof, specified in Schedule 1 (*List of Bank Accounts*) to this Form MG01 as amended from time to time (the "**Bank Accounts**") and all rights and claims arising from or in relation to all future bank accounts of the Pledgor as soon as they come into existence (each a "**Pledge**"). These Pledges shall in particular include, without limitation,
- (1) in respect of each Bank Account maintained as a giro account (*Girokonto*) at present or in the future, (a) all claims in respect of present and future credit balances (*positive Salden*), (b) all claims in respect of present and future credit entries (*gutgeschriebene Beträge*), (c) all claims to interest payable and (d) all other present and future monetary rights and claims arising under or in connection with the respective giro agreement (*Girovertrag*) (including without limitation all claims to the grant of credit entry (*Gutschriftanspruch*), and
- (11) in respect of each Bank Account maintained as a current account (*Kontokorrentkonto*) at present or in the future, all present and future rights and claims arising under or in connection with the respective current account agreement (*Kontokorrentabrede*) (including without limitation all claims to determination and acknowledgement of current account balance (*Anspruch auf Saldofeststellung und -anerkennung*), all claims to present and future current account balances (*Saldoforderungen*) including the causal final balance (*kausaler Schlusssaldo*) and the right to terminate a current account relationship (*Kündigung des Kontokorrentkontos*)
- 1 2 The Original Pledgee accepts the Pledges

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Short particulars

- 1 3 The Security Trustee accepts, as representative without power of attorney (*Vertreter ohne Vertretungsmacht*), the Pledges for and on behalf of each Future Pledgee. Each Future Pledgee ratifies and confirms the declarations and acts so made by the Security Trustee on its behalf by accepting
 - (1) the transfer or assignment (including by way of novation or assumption (*Vertragsübernahme*)) of the Secured Liabilities (or part of them) from a Pledgee, or
 - (11) the assumption of any commitment which replaces (in full or in part) the commitment of a Pledgee under the Facility Agreement which has been cancelledUpon such ratification (*Genehmigung*) such Future Pledgee becomes a party to this Agreement as a Pledgee, it being understood that any future or conditional claim (*zukünftiger oder bedingter Anspruch*) of such Future Pledgee arising in respect of the Secured Liabilities shall be secured by the Pledges constituted hereunder
- 1 4 All parties confirm that the validity of the Pledges granted hereunder shall not be affected by the Security Trustee acting as representative without power of attorney for each Future Pledgee
- 1 5 The Pledgor shall promptly request the Account Bank to release any lien over the respective pledged Bank Account existing for the benefit of the Account Bank and resulting from the application of the standard terms and conditions (*Allgemeine Geschäftsbedingungen*) or any other agreement with the Pledgor
- 1 6 The validity and effect of each of the Pledges shall be independent from the validity and the effect of the other Pledges created hereunder. The Pledges to each of the Pledgees shall be separate and individual pledges ranking *pari passu* with the other Pledges created hereunder
- 1 7 Each of the Pledges is in addition, and without prejudice, to any other security the Pledgees may now or hereafter hold in respect of the Secured Liabilities
- 1 8 Insofar as additional declarations or actions are necessary for the creation of the Pledges, the Pledgor shall promptly make such declarations or undertake such actions at its own cost
- 1 9 For the avoidance of doubt, the parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment (including by way of novation or assumption (*Vertragsübernahme*)) of all or part of the Secured Liabilities by any Pledgee to a Future Pledgee
- 2 **UNDERTAKINGS OF THE PLEDGOR**

The Pledgor undertakes with the Pledgees

 - 2 1 not to close or replace or substitute any Bank Account without the prior written consent of the Security Trustee acting on behalf of the Pledgees,
 - 2 2 to promptly provide the Security Trustee with all bank account establishment documents relating to any future bank account of the Security Trustee as well as to inform the Pledgee of any renewal, redesignation or replacement of the existing Bank Accounts,
 - 2 3 to record the Pledges to the Pledgees promptly in its books and records,
 - 2 4 to retain regularly updated account statements (*Kontoauszüge*) provided by the Account Bank in respect of the Bank Accounts and copies of any correspondence with the Account Bank relating to the Bank Accounts,
 - 2 5 to promptly notify the Pledgees, by notification in writing to the Security Trustee, in the case of any attachment (*Pfändung*) in respect of the Bank Accounts. Such notice shall be accompanied by any documents the Pledgees might require to defend themselves

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Short particulars

against any claim of a third party. In particular, the Pledgor shall promptly forward to the Security Trustee a copy of any attachment order (*Pfandungsbeschluss*), any transfer order (*Überweisungsbeschluss*) and all other documents necessary for the Pledgees to establish a defence against the attachment. All costs and expenses for countermeasures taken by the Pledgees shall be paid by the Pledgor. This shall also apply to the institution of any legal action that the Pledgees, in their sole and absolute discretion, consider necessary, and

2 6 to procure that the Account Bank releases any existing pledge, including, but not limited to, any pledge existing by operation of its general business conditions (*Allgemeine Geschäftsbedingungen*) or by any other agreement with the Pledgor, so that the Pledges will at all times have priority over all other pledges affecting the Bank Accounts,

2 7 to notify the Security Trustee promptly of any event or circumstance that is reasonably likely to have a material adverse effect on the validity or enforceability of the Agreement and the Pledges or that would cause a default under the Agreement to occur, and

2 8 upon request of the Security Trustee to confirm or re-execute on the same terms as contained herein the Pledges created hereunder in order to ensure that any Future Pledgee shall receive the benefit of such Pledges

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Definitions

"Account Bank" means HSH Nordbank AG, Gerhart-Hauptmann-Platz 50, 20095 Hamburg, Germany

"Bank Account(s)" has the meaning given to such term in Clause 2 1 (Pledge) of the Agreement

"BGB" means Bürgerliches Gesetzbuch, the German Civil Code

"Delegate" means any delegate, agent, attorney or co-agent appointed by the Security Trustee

"Facility Agreement" means a facility agreement dated 18 November 2003 made between, amongst others, the Security Trustee, HSH Nordbank AG as lender and the Pledgor (as borrower) as amended and restated on 3 February 2006 and on or about 22 December 2006 and as the same may be further amended, supplemented and/or restated from time to time

"Finance Documents" means the Facility Agreement, any other security documents relating to the Facility Agreement, any hedging agreements relating to the Facility Letter, any fee letters relating to the Facility Agreement and any other document or agreement designated as Finance Document by the Pledgor and any of the Lenders

"Future Pledgee" means any entity which becomes a pledgee hereunder by way of (i) transfer of the Pledges by operation of law following the transfer or assignment (including by way of novation or assumption (Vertragsübernahme)) of any part of the Secured Liabilities from any Original Pledgee or Future Pledgee to such entity and/or (ii) accession to this Agreement pursuant to Clause 2 3 (Pledge) of the Agreement as pledgee

"Lenders" means HSH Nordbank AG and any entity which has become or may become a lender in the future under the Facility Agreement and "Lender" means any of them

"Obligors" means

- (i) the Pledgor,
- (ii) Marlborough House Investment Holdings Limited (a company incorporated in England and Wales with company number 02310485),
- (iii) Donnan Limited (a company incorporated in the Isle of Man with company number 33963),
- (iv) Robert Whitton of 5 Raphael Avenue, Giden Park, Romford RM1 4EP,
- (v) Robert Kannerick of 201 Goldhurst Terrace, London NW6 3ER,
- (vi) Mark Tagliaferri of Flat 7, 155 Sloane Street, London SW1X 9AB,
- (vii) Sir Alex Ferguson of Fairfields, 3 Sherbrook Rise, Off Fletsand Road, Wilmslow, Cheshire SK9 2AX,
- (viii) Les Dalgarno of 18 Hillview Terrace, Cults, Aberdeen AB15 9HJ,
- (ix) Gordon Buchan of 436 Northdeeside Road, Cults, Aberdeen AB15 9ET,
- (x) Andrea Buchan of 436 Northdeeside Road, Cults, Aberdeen AB15 9ET,
- (xi) Arsene Wenger of 8 Harmsworth Way, Off Totteridge Lane, Totteridge, London N20,
- (xii) Robert Hill and Nicholas Halton as trustees of the Hugh MacKay Retirement Benefits Scheme c/o Holy Wood House, Wolsingham, Bishops Auckland, County Durham DL13 3HE, and
- (xiii) any other entity which may become an "Obligor" under the terms of any

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Finance Document,

(and each an "Obligor")

"Pledge" has the meaning given to such term in Clause 2 (Pledge) of the Agreement

"Pledgees" means the Original Pledgees and any Future Pledgee, and "Pledgee" means any of them

SCHEDULE 1

List of Bank Accounts

Account	Bank	Account No	Bank Code
Proceeds Account	HSH Nordbank AG	1200 0156 95	HSNDEHH
General Account	HSH Nordbank AG	1200 0157 02	HSNDEHH

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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

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).

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Signature

Please sign the form here

Signature

Signature

X

Taylor Wessing 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 UAXS/UGAM

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000

**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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4768914
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT PLEDGE AGREEMENT
DATED 28 NOVEMBER 2012 AND CREATED BY AAIM NOMINEE
2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGORS OR ANY OF THEM TO THE
PLEDGEES 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
15 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DX