

MG01

Particulars of a mortgage or charge



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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 for a Scottish company. To do this, please use form MG01s

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 7 3 4 0 6 7 1

Company name in full

Abbey Mills Properties Limited (**Chargor**)

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

d2 d8 m0 m7 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

A debenture between the Chargor and the Security Trustee (as defined in section 5 below)
(Debenture)

4

Amount secured

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

Amount secured

All monies and liabilities on or after the date of the Debenture due owing or incurred by any Obligor to the Finance Parties (or any of them) under the Finance 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 Finance Party under any Finance Document, except for any obligation which, if it were included here, would result in a contravention of a prohibition against providing financial assistance in any jurisdiction other than England and Wales
(Secured Obligations)

cont/d

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 HSBC Bank Plc (**Security Trustee**)

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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 1 General

All Security created by the Chargor under clauses 3 2 to 3 5 of the Debenture (as set out as paragraphs 1 2 to 1 5 of this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (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 Trustee as security trustee for the Finance Parties

1 2 First legal mortgages

The Chargor charged by way of first legal mortgage the Properties and, in each case, all Fixtures on such property for the time being

1 3 Assignments

The Chargor assigned

- (a) all Rental Income, and all other sums, payable under any Occupational Lease,
- (b) the Relevant Agreements to which it is a party, and

cont/d

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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).

9

Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard 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 DOWDJ (15421/906)

Company name Addleshaw Goddard LLP

Address Po Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 3 X D

Country

DX 47 London

Telephone 020 7606 8855



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form, the following terms shall have the following meanings</p> <p>Borrower means Panther Securities P L C (registered in England with number 0293147)</p> <p>Facility Agreement means the facility agreement between the Borrower, the companies listed in part 1 of schedule 1 therein as Original Guarantors, HSBC Bank Plc and Abbey National Treasury Services Plc as Joint Arrangers, HSBC Bank Plc and Abbey National Treasury Services Plc as Original Lenders, HSBC Bank Plc as Original Hedge Counterparty, HSBC Bank Plc as Agent and HSBC Bank Plc as Security Trustee and dated 27 July 2011 under which the Lenders agree to make available to the Borrower sterling term loan facilities in an aggregate amount equal to the Total Commitments (as each such term is defined in the Facility Agreement)</p> <p>Finance Documents means each of the Facility Agreement, any Accession Agreement, each Fee Letter, any Hedging Letter, each Hedge Agreement, any Resignation Letter, any Duty of Care Deed, the Subordination Deed, any Subordinated Creditor Accession Deed, each Security Document, each Transfer Certificate, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Borrower (as each such term is defined in the Facility Agreement)</p> <p>Finance Parties means any of the Agent, each Arranger, the Security Trustee, each Lender and each Hedge Counterparty (as each such term is defined in the Facility Agreement)</p> <p>Obligor means each Original Obligor (including the Chargor) and an Additional Guarantor (as each such term is defined in the Facility Agreement)</p>	

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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) the Relevant Policies to which it is a party

The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party

1 4 First fixed charges

The Chargor charged by way of first fixed charge

- (a) all other interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3 2 of the Debenture (as set out at paragraph 1 2 of this form MG01)) and, in each case, the Fixtures on each such property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each Blocked Account,
- (i) all monies from time to time standing to the credit of each account including, without limitation, each General Account (as defined in the Facility Agreement) held by the Chargor, with any bank, building society, financial institution or other person, other than any Blocked Account (each a **Charged Account**),
- (j) all its Intellectual Property,
- (k) all its goodwill and uncalled capital,
- (l) the benefit of all Authorisations (as defined in the Facility Agreement) held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (m) to the extent that any legal mortgage in clause 3 2 or any assignment in clause 3 3 of the Debenture, (as set out in paragraphs 1 2 or 1 3 of this form MG01) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

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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

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For avoidance of doubt clauses 3 2, 3 3 and 3 4 of the Debenture (as set out at paragraphs 1 2, 1 3, 1 4 of this form MG01) shall not apply to the Scottish Assets of the Chargor

1 5 Floating charge

The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2, 3 3 or 3 4 of the Debenture (as set out at paragraphs 1 2, 1 3 and 1 4 of this form MG01) including any of its Scottish Assets

1 6 Qualifying floating charge

The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed

1 7 Conversion of floating charge to a fixed charge

The Security Trustee may, at any time by notice in writing to the Chargor, convert the floating charge created under clause 3 5 of the Debenture (as set out at paragraph 1 5 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

- (a) an Event of Default (as defined in the Facility Agreement) is continuing, or
- (b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

1 8 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document)

- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

cont/d

the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Debenture (as set out in paragraph 1 8 (c) in this form MG01), over all of the Floating Charge Assets

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Clauses 3 7 and 3 8 of the Debenture (as set out at paragraphs 1 7 and 1 8 of this form MG01) above will only apply to the Scottish Assets to the extent that a Receiver would be capable of exercising his powers in Scotland pursuant to s72 of the Insolvency Act 1986

1 9 Negative Pledge

1 9 1 The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets

1 9 2 The Chargor agreed that it shall not

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Original Chargor or an Additional Chargor,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Facility Agreement) or of financing the acquisition of an asset

1 9 1 Clauses 5 1 and 5 2 of the Debenture (as set out in paragraphs 1 9 1 and 1 9 2 in this form MG01) do not apply to any Security or arrangement which is Permitted Security

1 10 Continuing security

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

1 11 Restrictions on disposals

1 11 1 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

1 11 2 Clause 6 1 of the Debenture (as set out in paragraph 1 11 1 in this form MG01) does not apply to

- (a) any disposal expressly permitted pursuant to clause 25 2(a)(i) or 25 2(a)(ii) (Occupational Leases) of the Facility Agreement, or
- (b) any sale, lease, transfer or other disposal which is permitted in accordance with the terms of the Facility Agreement

In this form, the following terms shall have the following meanings

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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

Additional Chargor means a Subsidiary of the Borrower which creates Security over its assets in favour of the Security Trustee by executing a Security Deed of Accession (as each such term is defined in the Debenture unless otherwise defined in this form MG01)

Blocked Accounts means

- (a) each Rent Account
- (b) any other account in England designated as a Blocked Account by any Chargor and the Security Trustee

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge) of the Debenture (as set out at paragraph 1.5 of this form MG01)

Initial Property means each property listed in schedule 2 of the Debenture (as set out at schedule 1 of this form MG01)

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered and
- (b) the benefit of all applications and rights to use such assets

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

Occupational Lease means any occupational lease or licence to which a Property (or any part of a Property) is subject

Original Chargor means each Original Charging Subsidiary (as defined in the Debenture)

Permitted Security means

- (a) any Security arising under any Security Document

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Please give the short particulars of the property mortgaged or charged

Short particulars

(b) any Security permitted by the Agent in writing

(as each such term is defined in the Facility Agreement unless otherwise defined in this form)

Properties means each Initial Property and each Approved Property, in each case, whilst they remain subject to the Security created by the Security Documents and Property shall be constructed accordingly (as each such term is defined in the Facility Agreement unless otherwise defined in this form)

Related Rights means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreements means

- (a) each Property Acquisition Document
- (b) each Lease Document
- (c) any guarantee of Rental Income contained in, or relating to, any Occupational Lease
- (d) any document under which a Subordinated Loan is made available
- (e) each Hedging Agreement and
- (f) each other agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing

(as each such term is defined in the Facility Agreement, unless otherwise defined in this form MG01)

Relevant Policies means, in respect of the Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Rental Income means in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of any Obligor in respect of or arising out of the letting, use or occupation of all, any or any part of the Properties including (without limitation and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable
- (b) sums received in respect of the items mentioned in (a) above from any deposit held as security for performance of any tenant's obligations
- (c) a sum equal to any apportionment of rent in favour of an Obligor
- (d) proceeds of insurance in respect of loss of rent or interest on rent
- (e) any monies in respect of any fixture and fitting on a Property including any fixture and fitting on a Property for display, advertisement, on licence or otherwise
- (f) any sum or the value of any consideration given for the grant, surrender or variation of any letting or occupancy

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Please give the short particulars of the property mortgaged or charged

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- (g) any amount payable to an Obligor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for any Property
- (h) any amount payable to an Obligor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach
- (i) any profits of a revenue nature awarded or agreed to be payable to an Obligor as a result of any proceedings taken or claims made
- (j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition
- (k) any contribution by an occupational tenant to a sinking or reserve fund or to ground rent due under any Occupational Lease or Headlease
- (l) any interest, damages, compensation or settlement in respect of any of the items referred to above
- (m) any VAT on any sum mentioned in this definition

(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

Scottish Assets means such of the undertaking, property and assets, present and future of the Chargor

- (a) which is from time to time located in Scotland,
- (b) which is/are contractual and other rights (including without limitation incorporeal moveable property) which is/are governed by the laws of Scotland, and/or
- (c) where the creation and/or enforcement of any Security created by, under or supplemental to, the Debenture in favour of the Security Trustee

(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

Secured Asset means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Security Trustee

Secured Property means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture

Security means a mortgage, charge, pledge, lien, assignment, assignation, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 3 (Subsidiary Shares)) of the Debenture

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Short particulars

Schedule 1 Initial Properties

	Chargor	Country and District (or Address or Description London Borough)	Title Number
1	Abbey Mills Properties Limited	The freehold property known as Bosun House, 1 Deer Park Road, London	SY54430



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7340671
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 JULY 2011
AND CREATED BY ABBEY MILLS PROPERTIES LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
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 5 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 AUGUST 2011



Companies House
— for the record —

London



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES