

MG01

V 065831/13

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

COMPANIES HOUSE

☒ **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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



L12PU7YH

LD3

15/02/2012

#18

1	Company details	2	For official use
Company number	0 7 7 8 0 6 4 6	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Wallace Partnership Group Limited		
2	Date of creation of charge		
Date of creation	d1 d0 m0 m2 y2 y0 y1 y2		
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	Share pledge agreement (the " Agreement ") dated 10 February 2012 between (1) Wallace Partnership Group Limited (the " Pledgor "), (2) Bank of Scotland plc (the " Pledgee ") and (3) Wallace Properties Limited (the " Company ")		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge		
Amount secured	All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Pledgee by the Pledgor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Pledgor to a third party which have been assigned or novated to or otherwise vested in the Pledgee and including interest, discount, commission and other lawful charges or expenses which the Pledgee may in the course of its business charge or incur in respect of any of those matters, and so that interest shall be computed and compounded according to the usual rates of the Pledgee and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Agreement (the " Secured Liabilities ")	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	Bank of Scotland plc	
Address	The Mound	
	Edinburgh	
Postcode	E H 1 1 Y 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	<p>Grant of Security</p> <p>1 As continuing security for the payment of the Secured Liabilities, the Pledgor hereby pledges and agrees to pledge to the Pledgee acting for itself all of its respective rights, title and interest in the Collateral by way of a first ranking pledge in the aggregate amount of GBP 23,500,000 plus interests, costs, commissions and accessories for the payment and discharge of all the Secured Liabilities</p> <p>2 The Agreement secures the payment and discharge of all the Secured Liabilities</p> <p>3 The security hereby constituted is in addition to and not in substitution for any guarantee or other security of any obligations now or hereafter given</p> <p>Pledged Shares</p> <p>4 The Pledgor hereby covenants with the Pledgee that, until the end of the Security Period, there shall (unless the Pledgee shall otherwise agree or until the Pledgee shall otherwise direct) be deposited with the Pledgee by way of security</p> <p>(a) Power of Attorney in the form of Appendix 1 to the Agreement,</p> <p>(b) the share certificates representing the Shares comprised in the Collateral together with any other documents of title to any part of the Collateral,</p> <p>(c) an undated Transfer of Shares form duly signed by the Pledgor in respect of the Pledged Shares in the form of Appendix 2 to the Agreement, and</p> <p>(d) undated letters of resignation from all directors of the Company in the form of Appendix 3 to the Agreement</p> <p>Please see continuation page MG01(C3) to this Form MG01 for further details</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	1
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5 Delivery of Pledged Shares All certificates or instruments representing or evidencing the Collateral shall be delivered to and held by or on behalf of the Pledgee pursuant hereto and the Pledgor 1) shall cause an entry signed by the Pledgor, the Pledgee and the secretary of the Company, making reference to (1) the Agreement, (2) the names of the Pledgor and the Pledgee, and (3) the amount of the debt secured, to be duly inscribed in the register of pledges of the Company in accordance with Appendix 4 to the Agreement and 2) will provide to the Pledgee on or around the execution of the Agreement a certificate signed by an authorized officer or director and the secretary of the Company that the entry referred to in Clause 3 2 of the Agreement has been duly inscribed in the register of pledges of the Company</p> <p>6 Subsequently Acquired Shares If the Pledgor shall acquire (by purchase, issue, share dividend or otherwise) any additional Shares at any time after the date hereof, the Pledgor shall forthwith pledge such Shares as security with the Pledgee and deliver to the Pledgee certificates therefor together with a certificate signed by an authorized officer or director and the secretary of the Company that an entry signed by Pledgor, the Pledgee and the secretary of the Company, making reference to (i) the Agreement, (ii) the names of the Pledgor and the Pledgee, and (iii) the amount of the debt secured, has been duly inscribed in the register of pledges of the Company, and shall promptly thereafter take any and all other action required under applicable law to ensure the creation of a first priority pledge on such Shares in favour of the Pledgee, including, without limitation, the execution and delivery of one or more supplements to the Agreement</p> <p>7 Uncertificated Shares Notwithstanding anything to the contrary contained in Clause 3 1, 3 2 or 3 3 of the Agreement, if any Share owned by the Pledgor (whether now owned or hereafter acquired) is not the object of any share certificate, the Pledgor shall promptly notify the Pledgee thereof and shall promptly take all actions required to perfect the pledge of the Pledgee in such Shares The Pledgor and the Company further agree to take such actions as the Pledgee deems reasonably necessary or desirable to effect the foregoing and to permit the Pledgee to exercise any of its rights and remedies hereunder</p> <p>Negative Pledge</p> <p>8 Throughout the Security Period, and except as the Pledgee shall have otherwise previously consented to in writing, the Pledgor shall at all times remain the registered and beneficial owner of the Shares and not, save as herein provided, sell, assign, transfer, mortgage, charge, pledge or encumber in any part of the Collateral or agree to do any of the aforesaid or suffer to exist any mortgage, charge, pledge or encumbrance of the Collateral until the conditions of the release of the Collateral are met</p> <p>Further Assurances</p> <p>9 The Pledgor agrees that from time to time, to promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably requested by the Pledgee, in order to perfect or protect any pledge or security interest granted or purported to be granted hereby or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Collateral Without limiting the generality of the foregoing, the Pledgor will execute and file such amendments thereto, and such other instruments or notices, as the Pledgee may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby</p> <p>10 The Pledgor will furnish to the Pledgee statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Pledgee may reasonably request, all in reasonable detail</p>	

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Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

2

Please give the short particulars of the property mortgaged or charged

Short particulars

Appendices

APPENDIX 1

IRREVOCABLE PROXY

The undersigned hereby constitutes and appoints the Pledgee its attorney and proxy to appear, vote and otherwise act, all in the name, place and stead of the undersigned in the same way that the undersigned might do and with the same powers, with respect to all of the shares in Wallace Properties Limited (the "**Company**") owned by the undersigned, at any and all meetings of shareholders of the Company, on any and all matters, questions and resolutions that may come before such meetings, including, but not limited to, the election of directors, or at any adjournment or adjournments thereof, or to consent on behalf of the undersigned in the absence of a meeting to anything that might have been voted at such a meeting

This Mandat/Power of Attorney, given pursuant to the Agreement entered into by the Pledgor, the Company and the Pledgee on or about the date hereof, is coupled with a security interest created by the said Agreement duly governed by Mauritian Law and is irrevocable. It shall continue in effect so long as the Secured Liabilities has not been discharged in full

The attorney and proxy named herein is hereby given full power of substitution and revocation and may act through such agents, nominees or substitute attorneys as it may from time to time appoint

The powers of such attorney and proxy shall include (without limiting his general powers hereunder) the power to receive and waive any notice of any meeting on behalf of the undersigned

And the undersigned hereby ratifies and confirms all the said attorney and proxy or his substitutes duly appointed shall do in the name, place of the undersigned pursuant hereto

This irrevocable proxy may be completed and dated by the Pledgee, after an Enforcement Event has occurred and is continuing

Any term not defined herein shall have the meaning given to it in the Agreement

This irrevocable proxy is governed by the Laws of Mauritius

Dated _____

For and on behalf of
Wallace Partnership Group Limited
as **Pledgor**

)
)
)
)

Name _____
Title _____

APPENDIX 2

FORM OF TRANSFER OF SHARES OR DEBENTURES

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6 Short particulars of all the property mortgaged or charged

3

Please give the short particulars of the property mortgaged or charged

Short particulars

GLOBAL BUSINESS COMPANY

Name of Transferor	Wallace Partnership Group Limited
Address of transferor	24 Queen Anne Street London W1G 9AX United Kingdom
Name of transferee	
Address of transferee	
Name of Company in which the shares are held	Wallace Properties Limited
Company Number:	C2/GBL 27858/6899
Number and description of shares transferred	10,000 non redeemable ordinary shares
Consideration	GBP

The transfer is accepted subject to the same conditions as attached to such shares

[I/We] hereby, certify that the COMPANY [does /does not] reckon* among its assets any freehold or leasehold immovable property in Mauritius or interests in any undertaking which reckons among its assets such property or interests that the undertaking holds in any other undertaking or successive undertakings which reckon/s among its assets such property in Mauritius

* To delete whichever is not appropriate

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	4		
Please give the short particulars of the property mortgaged or charged				
Short particulars	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 10px; vertical-align: top;"> <p><u>TRANSFEROR</u></p> <p>I/We, the undersigned declare transferring to the transferee the aforesaid share(s)</p> <p>Signatures(s) of transferor(s)</p> <p>Name</p> <p>For and on behalf of</p> <p>Wallace Properties Group Limited</p> <p>Date</p> </td> <td style="width: 50%; padding: 10px; vertical-align: top;"> <p><u>TRANSFeree</u></p> <p>I/We, the undersigned declare accepting the transfer the aforesaid share(s)</p> <p>Signature(s) of transferee(s)</p> <p>Name</p> <p>For and on behalf of</p> <p>Date</p> </td> </tr> </table> <div style="text-align: center; margin-top: 20px;"> APPENDIX 3 </div> <p>To The Secretary Wallace Properties Limited (the Company)</p> <p style="padding-left: 40px;">and to whomsoever else it may concern</p> <p>Date , 20</p> <p>Dear Sirs</p> <p>I hereby resign as a director of the Company and confirm that I have no claims against the Company for loss of office, arrears of pay or otherwise howsoever</p> <p>This resignation is to be effective as at the date hereof</p> <p>Yours faithfully</p> <div style="border-top: 1px solid black; width: 30%; margin-left: 0;"> [Name of Director] </div> <p>In this Form MG01 the following expressions have the following meanings:</p> <p>"Collateral" means</p> <p>(a) all the shares certificates and all Shares of the Company issued to the Pledgor on the date of the Agreement and all stocks, shares, warrants, rights, moneys and property accruing to the Pledgor or</p>		<p><u>TRANSFEROR</u></p> <p>I/We, the undersigned declare transferring to the transferee the aforesaid share(s)</p> <p>Signatures(s) of transferor(s)</p> <p>Name</p> <p>For and on behalf of</p> <p>Wallace Properties Group Limited</p> <p>Date</p>	<p><u>TRANSFeree</u></p> <p>I/We, the undersigned declare accepting the transfer the aforesaid share(s)</p> <p>Signature(s) of transferee(s)</p> <p>Name</p> <p>For and on behalf of</p> <p>Date</p>
<p><u>TRANSFEROR</u></p> <p>I/We, the undersigned declare transferring to the transferee the aforesaid share(s)</p> <p>Signatures(s) of transferor(s)</p> <p>Name</p> <p>For and on behalf of</p> <p>Wallace Properties Group Limited</p> <p>Date</p>	<p><u>TRANSFeree</u></p> <p>I/We, the undersigned declare accepting the transfer the aforesaid share(s)</p> <p>Signature(s) of transferee(s)</p> <p>Name</p> <p>For and on behalf of</p> <p>Date</p>			

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6	Short particulars of all the property mortgaged or charged	5
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>acquired at any time and from time to time by the Pledgor by way of redemption, bonus, preference, option rights or otherwise to or in respect of or derived from or in substitution for any of the Shares or any derivatives thereof and including any moneys for the time being forming part of the net proceeds of sales of any of the Collateral pursuant to Clause 12 (<i>Remedies</i>) of the Agreement and any investments for the time being representing the same, and</p> <p>(b) for the purposes of clause 4 3 of the Agreement, all share certificates of all additional Shares of the Company issued to the Pledgor and all additional shares of the Company issued to the Pledgor after the date of the Agreement and all stocks, shares, warrants, rights, moneys and property accruing to the Pledgor or acquired at any time and from time to time by the Pledgor by way of redemption, bonus, preference, option rights or otherwise to or in respect of or derived from or in substitution for any of the said additional shares or any derivatives thereof and including any moneys for the time being forming part of the net proceeds of sales of any of the Collateral pursuant to Clause 12 (<i>Remedies</i>) of the Agreement and any investments for the time being representing the same</p> <p>"Security Period" means the period commencing on the date of the Agreement and terminating on the date on which the Secured Liabilities shall have been irrevocably and unconditionally discharged and satisfied in full to the satisfaction of the Pledgee</p> <p>"Shares" means all the issued and fully paid up shares of the Company owned by the Pledgor which constitute 100 % of the aggregate issued and paid up share capital of the Company namely 10,000 non redeemable ordinary shares of par value GBP 1</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

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 CMS Cameron McKenna LLP X
14/02/2012

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

CHFP025

03/11 Version 5.0

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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 MRR/SJJ/MIT/034409.00100

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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. 7780646
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 10 FEBRUARY 2012 AND CREATED BY WALLACE
PARTNERSHIP GROUP LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF
SCOTLAND PLC 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 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 FEBRUARY
2012

