

15261/13
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

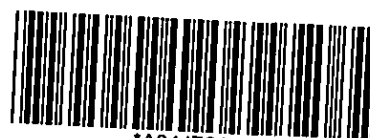
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

WEDNESDAY



A24JE8A3

A05

20/03/2013

#38

COMPANIES HOUSE

For official use

1

Company details

Company number 0 8 3 3 8 0 9 4

Company name in full PASPV Limited (the **Chargor**)

Filing 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 d1 m0 m3 y2 y0 y1 y3

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

Debenture (the **Debenture**) dated 11 March 2013 between the **Chargor** and
Partnership Life Assurance Company Limited (the **Lender**)

4

Amount secured

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

Amount secured

10
All of the present and future indebtedness,
liabilities and obligations of the **Chargor** to the
Lender arising under, or in connection with this
Debenture, the Facility Agreement and the other
Finance Documents, whether actual or contingent and
whether incurred jointly or severally, as principal
or as surety or in some other capacity (the **Secured
Obligations**.)

Unless otherwise defined in this form MG01, see
attached continuation pages for defined terms

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	Partnership Life Assurance Limited
Address	Sackville House, 143-149 Fenchurch Street, London, United Kingdom
Postcode	E C 3 M 6 B N
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

The Chargor, with full title guarantee and as continuing security for the payment of all the Secured Obligations charged in favour of the Lender by way of:

(1) first legal mortgage of the Property;

(2) first fixed charge (to the extent that these are not subject to a legal mortgage under number (1) above), all liens, charges, options, agreements, rights and interests over the Property;

(3) first fixed charge:

(a) all passing or ground rents and all other (if any) income arising from the Property,

(b) all benefits in respect of the Insurance Policies and all claims and refunds of premiums in respect of them and all other present and future contracts or policies of insurance (including life policies) in which the Chargor now or hereafter have an interest and all monies from to time payable thereunder;

(c) the Tangible Moveable Property;

(d) the Investments;

(e) the Intellectual Property,

(f) the Book Debts;

(g) the Accounts;

(h) its goodwill and uncalled capital,

(i) all its rights to recover any VAT on any supplies made to it relating to the Security Assets and any sums so recovered;

(j) all its rights and benefits under, of or in connection with, all licences, consents and authorisations (statutory or otherwise) held by the Chargor in connection with its business or the Security Assets and the right to recover and receive all compensation or other amounts payable to the Chargor in respect of such authorisations;

(k) any beneficial interest, claim or entitlement of it in any pension fund;

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

(1) its rights under any agreement (by way of collateral warranty or otherwise) relating to any development and/or refurbishment of the Security Assets, and
(m) all its rights under any agreement relating to the purchase of the Property; and

(4) first floating charge all present and future assets and undertaking of the Chargor

The Chargor assigned absolutely all its present and future right, title and interest in and to

- (1) all rights and claims in relation to any Assigned Accounts;
- (2) all Causes of Action;
- (3) all Assigned Agreements,
- (4) the Insurance Policies,
- (5) the Book Debts;
- (6) any agreement in relation to the purchase of the Property by the Chargor; and
- (7) all right, title and interest to which the Chargor is now or may in the future become entitled in respect of proceeds of any order of the court made pursuant to sections 238(3), 239(3), 242, 243, 222 or 423(2) of the Insolvency Act 1986

The Debenture contains covenants for further assurances and a negative pledge

Defined Terms

Account means any account opened or maintained by the Chargor (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights,

Assets means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Chargor or to which the Chargor is or may become entitled or in which the Chargor may have an interest in, each case at any time during the Security Period;

Assigned Agreements means the agreements referred to in Schedule 1 of the Debenture, namely, the Investment Management Agreements,

Assigned Account means any financing account and/or treasury account in the name of the Chargor as defined in any Investment Management Agreement (and any renewal or redesignation of such accounts) and any other Account that may from time to time be identified in writing as an Assigned Account by the Lender,

Book Debts means all present and future book and other debts and monetary claims due or owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor;

Causes of Action means all causes of action (including for breach of representation or warranty) which the Chargor has or may have in relation to the Security Assets,

Deposit Accounts means any account opened or maintained by the Chargor (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights;

Equipment means all present and future equipment, plant, machinery, office equipment, computers, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions and all Related Rights;

Facility Agreement means the multicurrency loan facility agreement dated 11 March 2013 between the Chargor and the Lender (as amended, varied, novated or supplemented from time to time),

Fixtures means, in relation to any Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on that Property and owned by the Chargor,

Finance Documents means the Facility Agreement, each Utilisation Request and the Debenture

Insurance Policies means any policy of insurance in which the Chargor may from time to time have an interest and all Related Rights;

Intellectual Property means 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, the benefit of all applications and rights to use such assets and all Related Rights,

Investments means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part II of Schedule 2 to the Financial Services and Markets Act 2000, including all warrants, options and other rights to subscribe or acquire any such investments, whether held directly by, or to the order of, the Chargor or by any trustees, nominees, fiduciary or clearing system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or the operator of, or any participant in, any clearing system);

Investment Management Agreement means each investment management agreement entered into from time to time between the Chargor and an Investment Manager;

Investment Manager means INOKS, Scipion or any other investment manager as may be engaged by the Chargor

INOKS means INOKS Capital S.A, a company incorporated under the laws of Switzerland whose registered office is at Rue du Rhone 118, 1204 Geneva, Switzerland.

Property means freehold and leasehold land both present and future (if any) and all Fixtures, buildings, erections, equipment and effects from time to time on that land and including the benefit of any covenants for title given or entered into in respect of that land by the Chargor and all Related Rights,

Related Rights means, in relation to any Asset

(a) the proceeds of sale of any part of that Asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Asset,

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Asset; and

(d) any moneys and proceeds paid or payable in respect of that Asset;

Security means a mortgage, charge (whether fixed or floating, legal or equitable), security interest, pledge, hypothecation, assignment by way of security or other agreement or arrangement having a similar effect,

Security Assets means all Assets the subject of any security created by, or pursuant to, the Debenture;

Security Period means the period beginning on the date of the Debenture and ending on the date on which the Lender gives notice to the Chargor that all the Secured Obligations have been irrevocably and unconditionally paid in full and no further Secured Obligations are capable of being outstanding;

Scipion means Scipion Capital (UK) Limited, company number 06291778 and currently of 15 Half Moon Street, London W1J 7DZ,

Tangible Moveable Property means all plant and machinery over which security is not created pursuant the Debenture and all Equipment and other chattels belonging to the Chargor or to which the Chargor is or may become entitled or in which the Chargor may have an interest at any time during the Security Period and all substitutions, replacements, renewals and all additions made from time to time for, in or to them after the date of the Debenture and Related Rights; and

Utilisation Request means a notice from the Chargor to the Lender which is substantially in the form set out in the Facility Agreement

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

None

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

Clyde + Co LLP

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 Philip Prowse

Company name Clyde & Co LLP

Address The St Botolph Building

138 Houndsditch

Post town London

County/Region

Postcode E C 3 A 7 A R

Country United Kingdom

DX 160030 LIME STREET 5

Telephone +44 (0) 20 7876 5000



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. 8338094
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MARCH
2013 AND CREATED BY PASPV LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
PARTNERSHIP LIFE ASSURANCE LIMITED 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 20 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MARCH 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**