

2224601/13

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

MONDAY



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30/04/2012

#121

COMPANIES HOUSE

1 Company details

Company number 0 2 7 6 7 2 0 1

Company name in full Galaplace Limited registered 4th Floor, Millbank Tower
21-24 Millbank, London SW1P 4QP (as "Chargor")

For official use

→ **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 d4 m0 m4 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 Legal Mortgage dated 24 April 2012 between the Chargor and the
Chargee (as defined below) (the "Legal Mortgage").

4 Amount secured

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

Amount secured 4 10
All present and future obligations and
liabilities (whether actual or contingent and
whether owed jointly or severally or in any
other capacity whatsoever) of the Chargor to
the Chargee under each or any of the Finance
Documents together with all costs, charges and
expenses incurred by the Chargee in connection
with the protection, preservation or
enforcement of its respective rights under the
Finance Documents or any other document
evidencing or securing any such liabilities
("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	TFB (Mortgages) Limited ("Chargee")	
Address	12 Merrion Square, Dublin 2, Republic of Ireland.	
Postcode		
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>1. Charging provisions</p> <p>(a) Charge by way of legal mortgage</p> <p>The Chargor with full title guarantee charged in favour of the Chargee as a continuing security for the payment and discharge of the Secured Liabilities, by way of legal mortgage, the Property.</p> <p>(b) Fixed Charge</p> <p>The Chargor with full title guarantee charged in favour of the Chargee as a continuing security for the payment and discharge of the Secured Liabilities, by way of fixed charge:</p> <p>(1) all rights and claims of the Chargor against all lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property at the date of the Legal Mortgage or thereafter existing and capable of being satisfied by the payment of money; and</p> <p>(11) all plant and machinery, fittings, equipment, implements, utensils, furniture, furnishings, chattels and/or other equipment from time to time on the Property and any plant, machinery, implements, fittings, equipment in which the Chargor is legally, beneficially or otherwise interested and the full</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	<p>benefit of all warranties and maintenance contracts for any of the same and the rights of the Chargor under any lease, hire, hire purchase or conditional sale agreement and any refunds of payments and other capital sums due to the Chargor under the same,</p> <p>provided that nothing in Clause 3 2 (Fixed Charge) of the Legal Mortgage shall constitute the Chargee as a mortgagee in possession.</p> <p>2. Dealing with Charged Assets</p> <p>Except as may be permitted under the terms of the Finance Documents, the Chargor agreed that it shall not, without the prior written consent of the Chargee:</p> <ul style="list-style-type: none"> (i) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, grant any lease or licence in relation to, enter into any agreement for the sale or transfer of, or otherwise dispose of, the Charged Assets; (ii) part with possession of the Charged Assets, (iii) confer upon any person any licence, right or interest to occupy the Charged Assets, (iv) grant any licence or permission to assign or underlet the Charged Assets; (v) create or agree or attempt to create or permit to subsist (in favour of any person other than the Chargee) any Security Interest over the whole or any part of the Charged Assets; or (vi) enter into any option agreement or arrangement having a similar effect to any of the actions referred to in clauses 11.1 (a) to (e) of the Legal Mortgage <p>3. Further assurance</p> <p>The Chargor agreed that it shall, at its own expense, at any time if and when required by the Chargee, promptly execute in favour of the Chargee (or as the Chargee shall direct) such further legal or other assignments, mortgages, securities or charges as the Chargee shall require of, and on, the Charged Assets in order to secure the payment and discharge of the Secured Liabilities insofar as the Chargor is lawfully entitled so to do and subject to any third party consents which are required being obtained (which the Chargor shall use its best endeavours to obtain). The assignments, mortgages, securities or charges shall be prepared by, or on behalf</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

of, the Chargee at the cost of the Chargor and shall contain all such provisions as the Chargee may require

4. Definitions

Charged Assets means the Property and any and all other assets mortgaged or charged pursuant to Clauses 3.1 (*Charge by way of Legal Mortgage*) and 3.2 (*Fixed Charge*) of the Legal Mortgage from time to time subject, or expressed to be subject, to the security created by, or pursuant to, the Legal Mortgage and references to 'Charged Assets' shall be construed to include references to any part thereof and/or any interest therein

Finance Documents shall have the meaning given to that term in the Loan Agreement dated 24 April 2012 between the Chargor and the Chargee pursuant to which the Chargee made available to the Chargor a loan facility of £5,100,000 (five million one hundred thousand pounds Sterling);

Property means the freehold property as referred to in Schedule 1 (*The Property*) below and any part or parts of it, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of the Property; and
- (d) the benefit of all covenants given in respect thereof.

Security Interest means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

SCHEDULE 1

THE PROPERTY

Title Number	Description of Property
TGL104527	Leasehold property known as Tintagel House, Albert Embankment

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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

(Continuation sheets end)

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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

Reed Smith 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 Mark Abrams

Company name Reed Smith

Address The Broadgate Tower

20 Primrose Street

Post town

County/Region

Postcode

E

C

2

A

2

R

S

Country

DX Ref. 735855.00149

Telephone 020 3116 3732



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. 2767201
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 24
APRIL 2012 AND CREATED BY GALAPLACE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO TFB (MORTGAGES) 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 30 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MAY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES