

MG01

Particulars of a mortgage or charge

112863/78
Oyez

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
company. To do this, please
use form MG01s

THURSDAY



A11

A1B2T4HV

14/06/2012

#73

COMPANIES HOUSE

1

Company details

Company number

0 2 9 6 1 9 1 6

Company name in full

Rainbow Properties Limited ("Chargor")

18

For official use

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

03 00 00 05 02 00 01 02

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture between the Chargor and Santander UK Plc ("the Lender")

4

Amount secured

Amount secured

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

The Secured Liabilities

Note: All capitalised terms in this Form MG01 have
the meanings given to them in the continuation
sheet(s)

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

Name	Santander UK plc									
Address	298 Deansgate									
	Manchester									
Postcode	M	3		4	H	H				
Name										
Address										
Postcode										

Continuation page

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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

1. The Chargor charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:
- (a) by way of legal mortgage:
- (1) all the property described in Schedule 1 to the Debenture (none), and
- (11) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Chargor;
- (b) by way of fixed charge.
- (1) (to the extent that they are not the subject of an effective mortgage under 1(a)) above, all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the Chargor,
- (11) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,
- (111) the benefit of all other agreements relating to each Property to which it is or may become a party or otherwise entitled,
- (1v) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in possession,

(See Continuation Page 1)

Continuation page

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

MG01

Particulars of a mortgage or charge

<div>7</div> <div>Commission allowance or discount</div>	<div>Particulars as to commission, allowance or discount (if any)</div> <div>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</div> <div><ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional,</div> <div>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</div> <div>Nil</div>	
	<div><div>8</div><div>Delivery of instrument</div></div> <div>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 866)</div> <div>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 870). 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)</div>	
<div><div>9</div><div>Signature</div></div> <div>Signature</div>	<div>Signature</div> <div>Please sign the form here</div> <div>Signature</div> <div>X <i>David Kennedy</i> X</div> <div>This form must be signed by a person with an interest in the registration of the charge</div>	

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

Steven Clinning (SC4/023169.00728)

Company name

Howard Kennedy

Address

19 Cavendish Square

London

Post town

County/Region

Postcode

W 1 A 2 A W

Country

DX

DX 42748 Oxford Circus North

Telephone

020 7636 1616



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

MG01 - continuation page

Particulars of a mortgage or charge



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

MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

MG01 - continuation page

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

(v) its rights under the appointment of any managing agent of any of the Properties,

(vi) all its rights title and interest in the Insurances,

(vii) its Investments together with all Related Rights,

(viii) all its Intellectual Property,

(ix) the amount from time to time standing to the credit of any Account,

(x) all its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing,

(xi) all its goodwill and uncalled capital,

(xii) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and

(xiii) if and insofar as any assignment in 2. below shall for any reason be ineffective as an assignment, the assets referred to in that paragraph.

2. The Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights title and interest both present and future in and to:-

(a) the Rental Income and all the Chargor's other rights title and interest under each Occupational Lease, and

(b) any Hedging Agreement.

3. The Chargor charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to paragraph 1 or assigned pursuant to paragraph 2 above.

NOTE:-

1. The charges and assignments created by the Debenture:-

(a) rank as first charges or assignments, and
(b) are given with full title guarantee

(See Continuation Page 2)

MG01 - continuation page

Particulars of a mortgage or charge



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

MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

Particulars of a mortgage or charge



<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>2. The floating charge is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to it.</p> <p>3. The Debenture provides for the conversion of the floating charge created by the Debenture into a fixed charge by notice in certain circumstances and automatically in certain other circumstances.</p> <p>4. The Chargor has agreed not to create or permit to subsist any Security over any of its assets other than Permitted Security.</p> <p>5. The Chargor has agreed to execute further assurances and has appointed the Lender its attorney to execute and complete any documents or instruments which the Lender may require for perfecting its title to any of the Charged Assets.</p> <p>The following expressions have the following meanings:</p> <p>Accounts means the Rent Account and any account of the Chargor with any bank, financial institution or other person.</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration.</p> <p>Charged Assets means all the undertaking property and assets of the Chargor described in clause 3.1, 3.2 and clause 3.3 of the Debenture and as described in paragraphs 1, 2 and 3 of this Form MG01, including any part thereof and any interest therein.</p> <p>Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person.</p> <p>Debts means the assets of the Chargor described in clause 3.1(b)(x) of the Debenture and also described in paragraph 1(b)(x) of this Form MG01.</p> <p>Finance Documents means the documents governing the terms of the Secured Liabilities</p> <p>Floating Charge Assets means the assets of the Chargor in clause 3.3 of the Debenture and described in paragraph 3 of this Form MG01.</p> <p>Hedging Agreement means an agreement or instrument entered into by the Chargor in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction.</p> <p>Insurances means all contracts or policies of insurance in which the Chargor has an interest.</p> <p>(See Continuation Page 3)</p>

MG01 - continuation page

Particulars of a mortgage or charge



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

MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

Particulars of a mortgage or charge




<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>Intellectual Property means</p> <p>(a) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor.</p> <p>Investments means any shares, stocks, debenture security, securities, bonds and investments of any type whatsoever including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interests incurred in investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2, of 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.</p> <p>Occupational Lease means any agreement for the lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is a landlord or licensor.</p> <p>Permitted Security means:</p> <p>(a) any Security granted in favour of the Lender</p> <p>(b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor</p> <p>(c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances</p> <p>(d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor or</p> <p>(e) any Security permitted by the Lender in writing.</p> <p>Properties means the assets of the Chargor described in clauses 3.1(a) and 3.1(b) of the Debenture and as described in paragraphs 1(a) and 1(b) of this Form MG01 now or hereafter vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property,</p> <p>(See Continuation Page 4)</p>

MG01 - continuation page

Particulars of a mortgage or charge



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

MG01 - continuation page

Particulars of a mortgage or charge



5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

Particulars of a mortgage or charge



<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefitting any such property (each a Property).</p> <p>Related Rights means in respect of any Investment:-</p> <p>(a)all monies paid or payable in respect of that investment (whether as income, capital or otherwise)</p> <p>(b)all shares investments or other assets derived from that Investment, and</p> <p>(c)all rights derived from or incidental to that Investment.</p> <p>Rent Account has the same meaning specified in the Finance Documents.</p> <p>Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property.</p> <p>Secured Liabilities means all monies obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Charge, namely:-</p> <ol style="list-style-type: none"> 1. All monies and liabilities now or hereafter due or owing or incurred by the Chargor to the Lender, whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owed to the Lender or purchased or otherwise acquired by it; denominated in sterling or in any other currency; incurred on any bank account or in any another manner whatsoever together with interest (both before and after judgment) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to any such monies or liabilities or generally in respect of the Chargor. 2. If the Chargor fails to pay any amount payable by it on its due date interest shall accrue on the overdue amount from the due date up to the date of actual payment first (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded monthly. <p>Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p>



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2961916
CHARGE NO. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 MAY 2012
AND CREATED BY RAINBOW PROPERTIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SANTANDER UK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 14 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JUNE 2012

