WW4388/13

In accordance with Section 860 of the Companies Act 2006

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 form MG01s

THURSDAY

A1FXDIDM
A02 23/08/2012 #362
COMPANIES HOUSE

For official use

1 Company details

Company number: 0 3 5 4 0 6 1 8

Company name in full: PARABOLA ESTATES LIMITED (the "Borrower")

→ **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: d0 d8 m0 m8 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: Debenture

4 Amount secured

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

Amount secured: All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to PJ Millican and PD Clark in their capacity as trustees of a settlement made on 1 March 1990 between PJ Millican (1) P J Millican and DK Bullock (2) known as the trustees of the Corinthian Capital Trust (the "Lender") under the Finance Documents (as defined below) whether actually or contingently and whether solely or jointly with any person and in whatever style or name and whether as principal or surety

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	Peter John Millican as a trustee of a settlement
Address	The Old Vicarage, Stamfordham, Matfen, Newcastle upon Tyne
Postcode	
Name	Peter Godfrey Clark as a trustee of a settlement
Address	Great North House, Sandyford Road, Newcastle upon Tyne
Postcode	N E 1 8 N D

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 The Borrower charges by way of fixed charge each of the following including all rights of enforcement of the same

(a) its interest in any freehold or leasehold property acquired after the date of the Debenture,

(b) its interest in the Relevant Contracts,

(c) all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Charged Property and all guarantees and warranties in respect of any of them,

(d) all easements, licences and other rights present or future relating to any Charged Property in which it has an interest,

(e) any accounts of the Borrower present and future maintained with the Lender and the debts represented by them,

(f) the Investments,

(g) if applicable its uncalled capital,

(h) its goodwill, and

(i) all Related Rights in respect of the above

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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

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 DWF LLP D. Shirley partner. X
22/8/2012

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 Deborah Kirtley

Company name DWF LLP

Address Great North House

Sandyford Road

Post town Newcastle upon Tyne

County/Region

Postcode N E 1 8 N D

Country

DX 62553 Jesmond

Telephone 0191 233 9700

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

In accordance with Section 860 of the Companies Act 2006

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

1 2 **Assignment**

The Borrower assigns absolutely each of the following including all rights of enforcement of the same

(a) all Rent present and future,

(b) the proceeds from the disposal of any Charged Asset,

(c) all book debts and other debts present and future payable to the Borrower,

(d) any accounts of the Borrower present and future not charged by Clause 3 3 (Fixed charge) and the debts represented by them,

(e) all monies payable to it under any Insurance Policies,

(f) the benefit of the copyright and similar rights vested in it present and future in connection with any Charged Property,

(g) all causes of action and other rights and remedies in which it has an interest at any time,

(h) its rights, interests and all monies payable to it under any hedging arrangement present and future,

(i) the benefit of any monies paid or payable to it from time to time by way of compensation, endowment, gift, grant or otherwise,

(j) its interest from time to time in any VAT recoveries, and

(k) all Related Rights in respect of the above

2 The Borrower charges by way of floating charge all its assets, property and undertaking both present and future

Definitions

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them

"Charged Property" means any freehold or leasehold property from time to time charged pursuant to the Debenture

"Facility Agreement" means the loan agreement dated 8 August 2012, between the Lender (1) and the Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

"Finance Document" means each and all of the Facility Agreement, the Security Documents and all other documents or instruments granted or created in favour or for the benefit of the Lender under the Facility Agreement and any other document so designated by the parties now or in the future

"Insurance Policy" means any policy of insurance in which the Borrower may at any time have an

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

Please give the short particulars of the property mortgaged or charged

Short particulars

interest

"Investments" means the existing or future interest of the relevant person in

(a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and

(b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment

"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) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system)

"Relevant Contracts" means each and all of the following both present and future

(a) each contract in respect of any disposal of any Charged Asset,

(b) each occupational lease,

(c) any managing agent's agreement, and

(d) all other agreements, in which the Borrower has an interest,

in each case, including any guarantees or sureties entered into in respect of them

"Rent" means all rents and other sums payable under any occupational leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them

"Security Documents" means each and all of the Debenture and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Lender and any other document so designated by the parties now or in the future

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3540618
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 8 AUGUST 2012 AND CREATED BY PARABOLA ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PETER JOHN MILLICAN AS A TRUSTEE OF A SETTLEMENT PETER GODFREY CLARK AS A TRUSTEE OF A SETTLEMENT ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 23 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 AUGUST 2012

Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES