

MG01

Particulars of a mortgage or charge

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LASERFORM

**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



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07/07/2011

58

COMPANIES HOUSE

For official use

1

**Company details**

Company number

0 3 8 4 9 9 7 7

Company name in full

Blenpark Properties Limited (the "Chargor")

55

**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

2 9 0 6 2 0 1 1

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 Charge (the "Deed")

4

**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or alone or in any  
other capacity whatsoever) of the Chargor to the Lender or any other  
company which is a member of the same group of the companies as  
the Lender (including all monies covenanted to be paid under the  
Deed), (the "Secured Obligations")

(see continuation page)

**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 Anglo Irish Bank Corporation Limited (the "Lender")

Address 10 Old Jewry

London

Postcode E C 2 R 8 D 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

**1. GRANT OF SECURITY**

(a) The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charges and agrees to charge in favour of the Lender

(i) by way of first legal mortgage the Property,

(ii) by way of fixed charge

(A) all proceeds of sale of the whole or any part of the Property, and

(B) all fittings at any time on the Property,

(iii) by way of assignment the Rental Income and the benefit to the Chargor of all other rights and claims to which the Chargor is now or may in future become entitled in relation to the Property including but not limited to all rights and claims of the Chargor against all persons who now are or have been or may become lessees sub-lessees licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons,

(see continuation page)

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>NOTE</p> <p>IN THIS FORM</p> <p><b>"Agreement"</b> means all and any agreements relating to the Property, including but not limited to those described in part 2 of the schedule (<i>The Agreements</i>) of the Deed,</p> <p><b>"Business"</b> means the business (if any) carried on by the Chargor at the Property,</p> <p><b>"Facility Agreement"</b> means all and any loan agreements, facility letters or other documents entered into between the Chargor and the Lender which give rise to the Secured Obligations,</p> <p><b>"Finance Document"</b> means any relevant Facility Agreement, the security documents executed pursuant to such Facility Agreement and any other documents designated as such by or pursuant to such Facility Agreement,</p> <p><b>"Property"</b> means the Leasehold premises comprising the first, second and third floors, 408A King's Road, London SW10 0LJ and, where the context so admits, includes</p> <ul style="list-style-type: none"> <li>(a) all buildings, erections, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,</li> <li>(b) all easements, rights and agreements in respect thereof, and</li> <li>(c) the benefit of all covenants given in respect thereof,</li> </ul> <p><b>"Receiver"</b> means any receiver, receiver and manager or administrative receiver appointed by the Lender under the Deed,</p> <p><b>"Rental Income"</b> means all amounts payable to or for the benefit of the Chargor arising from the letting use or occupation of the Property including (but without double counting)</p> <ul style="list-style-type: none"> <li>(a) rents, licence fees and equivalent sums reserved or made payable,</li> <li>(b) sums received from any deposit held as security for performance of any occupational tenant's obligations,</li> <li>(c) any other monies payable in respect of use and/or occupation,</li> <li>(d) proceeds of insurance in respect of loss of rent,</li> <li>(e) receipts from or the value of consideration given for the surrender or variation of any letting,</li> <li>(f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property,</li> <li>(g) proceeds paid for a breach of covenant under any occupational lease and for expenses incurred</li> </ul>

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

in relation to any such breach,

(h) any contribution to a sinking fund paid by an occupational tenant,

(i) any contribution by an occupational tenant of the Property to ground rent due under any lease out of which any Chargor derives its interest in the Property,

(j) any payment from a guarantor or other surety in respect of any of the items listed in this definition,

(k) interest, damages or compensation in respect of any of the items in the definition,

**"Security"** means the Security Interests created by or pursuant to the Deed,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

**"Security Period"** means the period beginning on the date of the Deed and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(b) the Lender has no further commitment, obligation or liability to or on behalf of the Chargor

# 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

(iv) by way of assignment

(A) the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any professional advisers or contractors or third parties now or at any time engaged by the Chargor in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons,

(B) the benefit of all Agreements all the proceeds of any claim award or judgment arising out of any Agreement and all sums paid or payable to the Chargor under or in respect of any Agreement,

(C) all right title and interest of the Chargor in and to all payments made under any and all present and future insurance policies in respect of the Security Assets,

(v) by way of assignment all its rights under any agreement or arrangement entered into now or in the future by the Chargor with any person for the purpose of or in connection with the fixing capping or hedging of the rate of interest payable by the Chargor in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement,

(vi) by way of assignment the goodwill of the Business and the benefit of all present and future licences and permits held in connection with the Business,

(vii) by way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with the Lender including all receipts from time to time paid into an account in accordance with clause 1(e) below,

(viii) by way of floating charge all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all contracts, licences and warranties and the same,

(b) The Lender may by notice in writing to the Chargor convert the floating charge contained in clause 1(a)(viii) into a fixed charge as regards all or any of the Security Assets specified in such notice at any time after the Deed becomes enforceable

(c) If without the prior written consent of the Lender the Chargor creates any encumbrance over any of the Security Assets subject to a floating charge under the Deed or attempts to do so or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Security Assets or a Receiver is appointed in respect of the Chargor or Security Assets or the Lender receives notice of intention to appoint such a Receiver the charge created shall automatically without notice operate and have effect as a fixed charge instantly such event occurs

(d) The charges and assignments created by clauses 1(a)(i) to 1(a)(vii) above shall constitute first charges and assignments respectively The charge created by clause 1(a)(viii) above shall be a first floating charge unless and until it is converted into a fixed charge pursuant to clauses 1(b) or 1(c) or

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## Particulars of a mortgage or charge

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

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Short particulars

by operation of law

(e) The Chargor shall at any time on written demand by the Lender procure that the Rental Income shall be paid directly to its account with the Lender (or such other account as the Lender may from time to time direct) and the Chargor shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing. Following any such demand and until such payment the Chargor shall hold all Rental Income on trust for the Lender.

(f) The Chargor shall immediately upon request by the Lender, serve notice of the assignment, in a form approved by the Lender, to each relevant party and shall use its best endeavour to procure that each such party executes and delivers to the Lender an acknowledgement of such notice.

## 2. CONTINUING SECURITY

### 2.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

### 2.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligations.

### 2.3 Further advances

The Deed is intended to secure further advances and in the case of registered land the Lender and the Chargor apply to the Registrar at HM Land Registry for a note to be entered on the charges register of the title number relating to the Property that the Lender is under an obligation to make further advances.

### 2.4 Right to enforce

The Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

## 3. UNDERTAKINGS BY THE CHARGOR

### 3.1 Restriction on dealings

The Chargor shall not do nor agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security Interest on any Security Asset except as a Security Interest which is expressly permitted by the relevant Facility Agreement, or

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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

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset

#### 4. SET-OFF

##### 4.1 Set-off

(a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor under the Finance Documents and unpaid against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

(b) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

(c) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

##### 4.2 Time deposits

Without prejudice to clause 4.1 (*Set-off*), if any time deposit matures on any account which the Chargor has with the Lender at a time within the Security Period when

(a) the Security has become enforceable, and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing

#### 5. FURTHER ASSURANCES

The Chargor shall, at its own expense, promptly take whatever action the Lender or a Receiver may require for

(a) creating, perfecting or protecting the Security Interests intended to be created by the Deed, and

(b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Lender or to its nominees), the giving of any notice, order or direction and the

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Particulars of a mortgage or charge

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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

making of any registration, which in any such case, the Lender may think expedient

#### 6. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Deed, including under clause 5 (*Further assurances*) above. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 6.



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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 DA Piper UK LLP X

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

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## 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 Anna Aller Ref 67529/120493

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

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

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

COMPANY NO. 3849977

CHARGE NO. 55

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29 JUNE  
2011 AND CREATED BY BLENPARK PROPERTIES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ANGLO IRISH BANK CORPORATION LIMITED  
OR ANY OTHER COMPANY WHICH IS A MEMBER OF THE  
SAME GROUP OF THE COMPANIES AS THE LENDER ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 7  
JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES