

MG01

Particulars of a mortgage or charge



V 005580 / 13

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 on a
company. To do this, use form
MG01s

TUESDAY



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"LNQDEKHQ"

01/06/2010

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COMPANIES HOUSE

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1 Company details

Company number 03909350

Company name in full Ely Property (UK) Limited (in Administration)
(Chargor)

→ **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 26/05/2010

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 6 A mortgage debenture (Debenture) between the Chargor, Neil John Mather
and William John Kelly, both of Begbies Traynor (Central) LLP
(Administrators) and the Chargee (as defined below)

4 Amount secured

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

Amount secured 4/10 All monies and liabilities now or any time after the date of the
Debenture due owing or incurred by the Chargor to the Chargee
under the Finance Documents (or any of them) in any manner and in
any currency or currencies and whether present or future, actual or
contingent, whether incurred solely or jointly with any person and
whether as principal or surety, together with interest accruing on such
monies and liabilities and all costs, charges and expenses incurred
by the Chargee under or in accordance with any Finance Documents
(which shall include all amounts the Chargee may from time to time
require to compensate it for its costs and expenses (including internal
management and administrative costs and expenses) incurred in
connection with the defending protection and/or enforcement of the
Debenture and recovery of the liabilities secured by it) (**Secured
Obligations**)

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 ☒ AIB Group (UK) p l c (Chargee)

Address 9-10 Angel Court

London

Postcode E C 2 R 7 A B

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

Charge

- 1 The Chargor covenanted to pay and discharge the Secured Obligations when they become due and payable strictly in accordance with the terms set out in clause 1 and clause 8 of the Facility Agreement
- 2 The Chargor, with the intent that the security created ranks as continuing security for the payment and discharge of the Secured Obligations in accordance with clause 2 of the Debenture (as set out in paragraph 1 of this Form MG01) charged in favour of the Chargee
- (a) by way of legal mortgage the Legally Mortgaged Property and/or the proceeds of sale thereof
- (b) by way of fixed charge the Equitably Charged Property and/or the proceeds of sale thereof
- (c) by way of fixed charge all fixtures and fittings from time to time attached to any freehold and/or leasehold property of the Chargor
- (d) by way of fixed charge all plant and machinery vehicles computer and office and other equipment of the Chargor both present and future and the full benefit of all warranties and maintenance contracts for any of the same

Continued...

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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>(e) by way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor present and future not regularly disposed of in the ordinary course of business</p> <p>(f) by way of fixed charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the Chargor either in or issued by any of its subsidiary companies or any other company and all dividends and other rights derived from or attaching to the same</p> <p>(g) by way of fixed charge all rents now and from time to time receivable from any lease or other occupation rights granted out of any freehold and/or leasehold property of the Chargor</p> <p>(h) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Chargor and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with clause 7 of the Debenture</p> <p>(i) by way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with any bank or other financial institution or organisation including all receipts from time to time paid into an account in accordance with clause 8 of the Debenture provided that the Chargee may without prejudice to the Debenture permit the Chargor to make withdrawals from time to time</p> <p>(j) by way of fixed charge all the goodwill and uncalled capital of the Chargor present and future</p> <p>(k) by way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Chargor present and future and the insurance policies and proceeds of any insurance from time to time affecting the Legally Mortgaged Property and/or the Equitably Charged Property</p> <p>(l) by way of floating charge all the undertaking and all property assets and rights of the Chargor (or which the Chargor has power to charge) whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any such fixed charges as shall continue to be effective</p> <p>3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge(s) referred to in the Debenture</p> <p>Restrictions</p> <p>4 With reference to the Equitably Charged Property and the property charged pursuant to clause 3(f) of the Debenture (as set out in Paragraph 2(f) of this Form MG01) the Chargor undertakes</p> <p>(a) At any time upon request to deposit with the Chargee the deeds and documents of title or share certificates relating thereto</p>	

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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

(b) At any time upon request to execute over all or any part thereof a charge by way of legal mortgage and any appropriate transfer or other forms instruments or instructions in the case of the stocks and shares in favour of the Chargee or its nominee in such form as the Chargee shall require

(c) The Chargee may as it thinks fit exercise any rights attaching to the assets charged by clause 3(f) of the Debenture (as set out in Paragraph 2(f) of this Form MG01) for the purpose of preserving the value of or realising such assets but otherwise the Chargee will only exercise such rights in accordance with the Chargor's instructions

5 With reference to the Legally Mortgaged Property and the Equitably Charged Property the Chargor agreed not to part with possession of it or any part thereof nor confer upon any person firm company or body whatsoever other than concessionaires any licence right or interest to occupy it or any part thereof without the consent in writing of the Chargee

6 With reference to the book debts and other debts hereby specifically charged the Chargor agreed that not without the prior consent in writing of the Chargee to sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Chargor shall if called upon to do so by the Chargee from time to time execute legal assignments of such book debts and other debts to the Chargee

7 The Chargor covenanted that it shall not without the prior consent in writing of the Chargee

(a) create or permit to arise or subsist any mortgage or charge on (or on any part of) the property assets and rights charged by clause 3 of the Debenture (as set out in paragraph 2 of this Form MG01)

(b) dispose of the whole or except in the ordinary course of business any part of the Company's undertaking or any other asset charged by clause 3(l) of the Debenture (as set out in paragraph 2(l) of this Form MG01)

8 The Chargee may by notice to the Chargor convert the floating charge into a fixed charge as regards any property assets and rights specified in the notice Following such a notice the Chargor shall not dispose of any such property assets or rights which are included in the notice without the prior written consent of the Chargee

Power of Attorney

9 The Chargor irrevocably appointed the Chargee and any person nominated in writing under the hand of the Chargee and every receiver appointed hereunder severally as attorney of the Chargor with full power of substitution and delegation for the Chargor and in its name and on its behalf and as its act and deed to sign or execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper for any of the purposes of the Debenture

Preservation of other Security and Rights and Further Assurance

10 The security from time to time constituted by or pursuant to the Debenture shall be in addition to and shall be independent of any other security which the Chargee may now or at

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Short particulars

any time hold on all or any part of the assets of the Chargor for or in respect of all or any part of the monies obligations and liabilities hereby covenanted to be paid or discharged and it is hereby declared that no prior security held by the Chargee over the property hereby charged or any part of it shall merge in the security created hereby or pursuant hereto

- 11 The Chargor will whenever so requested by the Chargee and at its own expense promptly execute such deeds or documents and take any action required by the Chargee to perfect and protect the security created or intended to be created by the Debenture or to facilitate the realisation or recovery thereof or otherwise to enforce or exercise any of the rights of the Chargee hereunder

Exclusion of personal liability of Administrators and liquidators

- 12 The Administrators are party to the Debenture only for the purpose of receiving the benefit of this declaration and any other covenants, conditions or provisions in their favour contained in the Debenture Neither the Administrators nor their business organisation or its members or partners or its or their employees or agents shall incur any personal liability howsoever arising under or in connection with the Debenture or the transaction hereby agreed or under any deed or other document or agreement entered into pursuant to or in connection with the Debenture
- 13 The Administrators (and any subsequent liquidator) shall not be personally liable under the Debenture or in connection with any deed or document executed with a view to or for the purpose of putting the Debenture into effect
- 14 Any reference in this Form MG01 to the Administrators (or any subsequent liquidator) shall where the context admits include a reference to the firm by which they are employed or of which they are partners
- 15 Any agreement, undertaking or covenant entered into by the Administrators (or any subsequent liquidator) under the Debenture shall continue to bind the Administrators (and any subsequent liquidator) in respect of the Chargor only for so long as they are not discharged as Administrators (or as liquidator) of the Chargor
- 16 Nothing in the Debenture shall limit in any way the powers and duties of the Administrators (or any subsequent liquidator) given them by statute

Definitions

In this form MG01 the following terms shall have the following meanings

Equitably Charged Property means all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) at any time during the continuance of the security vested in or charged to the Chargor

Facility Agreement means the facility agreement between the Chargor, the Administrators and the Chargee and dated on or about the date of the Debenture under which the Chargee agreed to make

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Short particulars

available to the Chargor a term loan facility on a non recourse basis in accordance with the terms of the facility agreement

Finance Documents means each of the Facility Agreement, each Utilisation Request, the Debenture and any other document designated as a Finance Document by the Chargee and the Chargor

Intellectual Property Rights means (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

Legally Mortgaged Property means all the freehold and leasehold property now vested in or charged to the Chargor including (without limitation) the Property

Property means the freehold land at 401-405 Nether Street, Finchley, London N3 1QG and registered at HM Land Registry with title absolute under title numbers NGL 385319, NGL 239047, MX 15160 and NGL 609920

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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 866)

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)

9

Signature

Please sign the form here

Signature

Signature

X

Adrian hew Goldward 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 MCGUJ/LOWEA 100376-246

Company name Addleshaw Goddard LLP

Address Box 50

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX London

Telephone



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. 3909350
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
26 MAY 2010 AND CREATED BY ELY PROPERTY (UK) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO AIB GROUP (UK) PLC 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 1 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2010



Companies House
— for the record —

L.C.
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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES