

MG01

Particulars of a mortgage or charge



106380 .

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 a company. To do this, please use form MG01s

MONDAY



A00JBNHK

A67

19/12/2011

#46

COMPANIES HOUSE

1

Company details

Company number

04680323

Company name in full

ALMA CENTRE (STOCKLEY) LIMITED
(the "Charger")

3

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

09/12/2011

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 (the "Deed")

4

Amount secured

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

Amount secured

1.1 Covenant to pay

Pursuant to clause 2.1, the Charger has agreed that it will pay or otherwise discharge all Secured Obligations from time to time, at the times at which, in the manner in which, and in the currencies in which they are expressed to be due and payable or due for discharge

(Please see continuation sheet MG01 (C1))

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	BANK OF SCOTLAND PLC (the "Lender")
Address	9th Floor Princess House, 1 Suffolk Lane, London
Postcode	EC4R0AX
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 Charges**
Pursuant to clause 3 of the Deed, the Chargor with full title guarantee has charged to the Lender, as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)
 - 1.1 Mortgage**
by way of first legal mortgage
 - (a) the Real Property, and
 - (b) any other freehold or leasehold property now vested in the Chargor on the date of the Deed
 - 1.2 Assignment**
by way of absolute assignment
 - (a) Goodwill and uncalled capital
all its goodwill and uncalled capital
 - (b) Insurances
the Insurances and all monies from time to time payable to it under or pursuant to the Insurances including, without limitation, the refund of any premiums

(Please see continuation sheet MG01 (C3))

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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

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).

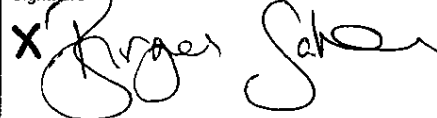
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  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 Peter Dunn / Alistair Rattray

Company name
Burgess Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX 7829

Telephone 0117 929 2000



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

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Amount secured

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

Amount secured

1.1 Certain liabilities

The Secured Obligations shall, without limitation, include all liabilities arising under the Deed and the Finance Documents, interest (both before and after judgment) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the Facility Agreement and all legal, administrative 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 moneys, obligations or liabilities or the release of all or any of the Charged Assets or the enforcement of the security hereby created or generally in respect of the Chargor or otherwise incurred in dealing with any matter in relation to the Deed

1.2 Interest

The Chargor has agreed that it shall pay interest at the Default Rate on unpaid sums (whether before or after any judgment) in accordance with the terms of clause 8.3 (*Default interest*) of the Facility Agreement

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) Cash

to the extent that the charge under clause 8 3(h) (*Cash*) of the Deed is not a valid fixed charge, all bank accounts, cash at bank and all credit balances now or at any time in the future on any account with the Lender or with any other person whatsoever including the proceeds of book debts, revenues and claims assigned pursuant to clause 3 2(d) of the Deed (*Book Debts*) which proceeds shall, on payment into a bank account assigned pursuant to clause 3 2(d) of the Deed (*Cash*), cease to be subject to the assignment in clause 3 2(d) (*Book Debts*) of the Deed and shall be subject to the assignment in clause 3 2(c) of the Deed

(b) Book debts

to the extent that the charge under clause 3 3(d) of the Deed (*Book debts*) is not a valid fixed charge, all present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights

(c) Other debts

all its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 2(d) (*Book Debts*) of the Deed (*Book Debts*) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Lender or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action

(d) Agreements

the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties

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Short particulars

2.3 Fixed Charge

to the extent they are not subject of a mortgage pursuant to clause 3 1 (*Mortgage*) or an assignment pursuant to clause 3 2 (*Assignment*) of the Deed, by way of first fixed charge

(a) Properties

all its present and future freehold and leasehold property and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade and tenant's fixtures, but excluding any trade or tenant's fixtures belonging to any tenant under an Occupational Lease granted by the Chargor) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale thereof and shall include the Real Property

(b) Plant and machinery

all its right title and interest in

- (i) fixtures,
- (ii) fittings,
- (iii) plant,
- (iv) machinery,
- (v) vehicles,
- (vi) tools,
- (vii) computer equipment,
- (viii) office equipment, and
- (ix) other equipment

and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all its rights and interests in any plant and machinery which is hired, leased or rented by it from third parties including, without prejudice to the generality of the foregoing, its right to any refunds of rentals or other payments

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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>(c) <u>Investments</u></p> <p>all present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever (and all warrants, options or other rights to subscribe, purchase, call for delivery of or otherwise acquire any such securities) whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by it as participant, beneficiary, nominee or trustee participant with any clearance or settlement system</p> <p>(d) <u>Book debts</u></p> <p>all present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights</p> <p>(e) <u>Insurances</u></p> <p>the Insurances and all monies from time to time payable to it under or pursuant to the Insurances including without limitation the refund of any premiums</p> <p>(f) <u>Goodwill and uncalled capital</u></p> <p>all its goodwill and uncalled capital</p> <p>(g) <u>Agreements</u></p> <p>the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties</p> <p>(h) <u>Cash</u></p> <p>all bank accounts, cash at bank and all credit balances now or at any time in the future on any account with the Lender or with any other person whatsoever including the proceeds of book debts, revenues and claims charged pursuant to clause 3 3(d) (<i>Book Debts</i>) of the Deed which proceeds shall, on payment into a bank account charged pursuant to this clause 3 2(h) (<i>Cash</i>) of the Deed cease to be subject to the charge in clause 3 3(d) (<i>Book Debts</i>) of the Deed and shall be subject to the charge in clause 3 3(h) of the Deed</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(i) Other debts

all its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 3(d) (*Book Debts*) of the Deed and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Lender or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action

(j) Intellectual Property Rights

all its rights and interests in, to, under and in respect of all know-how, patents, designs, utility models, copyrights, trade marks, service marks, business names, domain names, topographical or similar rights, any data base or any confidential information, and any other associated or similar rights subsisting or arising in any part of the world, in each case whether registered or not, and including all applications for registration of any of them and rights to apply for them in any part of the world

2.4 Floating charge

- (a) by way of a first floating charge, its undertaking and all its property, assets and rights 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 or assigned pursuant to clauses 3 1 (*Mortgage*), 3 3 (*Fixed Charge*) and 3 2 (*Assignment*) of the Deed or otherwise pursuant to the Deed The floating charge contained in clause 3 3 of the Deed is a "qualifying floating charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph shall apply to this Deed

2.5 Assignment provisions

Pursuant to clause 3 5 of the Deed, the Chargor has agreed that in respect of the Charged Assets which are assigned to the Lender under clause 3 2 (*Assignment*) of the Deed

- (a) they are assigned absolutely but subject to reassignment upon the Secured Obligations being paid or discharged in full and there being no future or contingent debt which may arise, whereupon the Lender shall, at the request and cost of the Chargor, reassign the Charged Assets to the Chargor, and
- (b) in respect of any Insurances assigned, the Lender shall not have responsibility for the performance of the obligations of the Chargor thereunder, and the Chargor shall continue to observe and perform its obligations under the Insurances

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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

DEFINITIONS

"Borrower" means Picasso Investments 1 Limited (a company registered in England and Wales with Company Number 4595270),

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Chargor charged or assigned hereunder or any part of them,

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security,

"Debts" means the assets of the Chargor described in clauses 2 3(d) and 2 3(i) of the Deed,

"Default Rate" means the rate specified in clause 8 3 (*Default interest*) of the Facility Agreement,

"Facility Agreement" means the facility agreement dated 9 December 2011 and made between the Lender, the Borrower, the Parent and the Chargor and others (as Original Guarantors, as that term is defined in the Facility Agreement),

"Finance Document" has the meaning given to that expression in the Facility Agreement,

"Floating Charge Assets" means the assets of the Chargor from time to time expressed to be charged by the Deed by way of a floating charge,

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which the Chargor from time to time has an interest and the benefit of all claims, rights to payment, returns of premium and all other rights in respect of any of them,

"Investments" means the assets of the Chargor described in clause 2 3(c)(*Investments*) of the Deed,

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Charged Assets (and **"Occupational Lease"** shall be construed accordingly),

"Properties" means the Real Property and the assets of the Chargor described in clause 2 3 (a) (*Properties*) of the Deed (and **"Property"** shall be construed accordingly),

"Real Property" means each of the properties of the Chargor listed in the Schedule including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Rights" means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Chargor or any person deriving title from the Chargor from time to time over or in respect of the whole or any part of the Charged Assets),

"Secured Obligations" means all present and future obligations and liabilities of the Chargor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Lender (acting, for the avoidance of doubt, in its capacity as Lender under the Facility Agreement and in no other capacity) under or in connection with any of the Finance Documents, together with all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon incurred by the Lender (acting, for the avoidance of doubt, in its capacity as Lender under the Facility Agreement and in no other capacity) which are, or are expressed to be, or may become due, owing or payable by the Chargor under or in connection with any Finance Document,

"Security" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person

THE SCHEDULE

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ADDITIONAL INFORMATION

3 Negative Pledge

Pursuant to clause 6.1 of the Deed, the Chargor hereby undertakes with the Lender that during the continuance of this security, the Chargor will not, other than as expressly permitted under the Facility Agreement

- (i) create or permit to subsist any Security over any of the Charged Assets or any of its other assets other than any Permitted Security,
- (ii) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence or otherwise dispose of any interest in any of the Charged Assets or any other asset,
- (iii) sell, transfer or otherwise dispose of any of its receivables on recourse terms, or
- (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts

4 Further assurance

Pursuant to clause 7.2 of the Deed, the Chargor that it shall if and when required by the Lender, at its own cost, promptly execute and deliver such further Security and assurances in favour of the Lender and do all such acts and things (including giving any notices and taking such steps) as the Lender shall from time to time require (with any documents being in such form as the Lender shall require) over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same

5 Enforcement costs

Pursuant to clause 11.1 of the Deed, the Chargor has agreed with the Lender to pay on demand all costs, charges and expenses incurred by the Lender, or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to the Deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Chargor (both before and after judgment)

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Short particulars

- 6 Power of attorney**
Pursuant to clause 12.1 of the Deed, the Chargor, by way of security, has irrevocably appointed each of the Lender and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf
- (a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominees or any purchaser,
 - (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 7.2 (*Further Assurance*) of the Deed, and
 - (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed, and the Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 12 (*Power of attorney*) of the Deed shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause
- 7 Set-off**
Pursuant to clause 15.1 of this Deed, the chargor has agreed that the Lender may (but shall not be obliged to) at any time and from time to time without notice
- (a) set off any amounts owed by the Lender to it in or towards satisfaction of the Secured Obligations (which shall be in addition to and without prejudice to such rights of set-off, combination, lien and other rights whatsoever conferred on the Lender by law or under the Deed), and
 - (b) transfer any sum or sums standing to the credit of any accounts of the Chargor with the Lender, of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from the Chargor to the Lender under the Deed or in or towards satisfaction of the Secured Obligations

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"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security,

"Floating Charge Assets" means the assets of the Chargor from time to time expressed to be charged by the Deed by way of a floating charge,

"Permitted Security" has the meaning given to that expression in the Facility Agreement,

"Receiver" means any one or more receivers and/or managers or administrative receivers appointed by the Lender pursuant to the Deed in respect of the Chargor or over all or any of the Charged Assets,

"Security" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4680323
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 DECEMBER
2011 AND CREATED BY ARENA CENTRE (STOCKLEY) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BANK OF SCOTLAND 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 19 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 DECEMBER
2011

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES