

MG01

Particulars of a mortgage or charge

0 86159/26



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 created by a
company. To do this you must use
form MG01s

WEDNESDAY



LD2

L26GE5YW

17/04/2013

#16

COMPANIES HOUSE

ease

sv uk

1

Company details

Company number 0 5 6 6 1 1 3 7

Company name in full Millharbour Developments Limited (the "Chargor")



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 2 8 0 3 2 0 1 3

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 with floating charge made between the Chargor, Oracle
(Indescon) Limited and Raceguide Limited (together the "Chargors") (1)
and the Security Trustee (2) (the "Debenture")

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Amount secured

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

Amount secured To All present and future obligations and liabilities
(whether actual or contingent, whether owed
jointly, severally or in any other capacity
whatsoever and whether originally incurred by any
Obligor, any Property Obligor, Shareholder or by
some other person) of each Obligor, each Property
Obligor and each Shareholder to the Finance Parties
(or any of them) under each of the Finance
Documents

(the "Secured Obligations")

Continuation page

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

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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	National Asset Loan Management Limited ✓
Address	Treasury Building, Grand Canal Street, Dublin 2 (the "Security Trustee")
Postcode	
Name	
Address	
Postcode	

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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 **Fixed Security**
 - 1 1 **Mortgage**

Each Chargor charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first (to the extent not validly and effectively charged by way of first legal mortgage pursuant to the Original Debentures) legal mortgage, the Mortgaged Property
 - 1 2 **Assignment by way of Security**

Each Chargor assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3 1 (Mortgage) of the Debenture or assigned pursuant to the Original Debentures) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets

 - (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property and all other Related Rights,
 - (b) any Rental Income and all sums paid or payable and any other consideration given or to be given for the disposal of an interest in all or part of any Real Property or of any shares in any Obligor which owns or whose subsidiary owns all or any part of any Real Property and the right to make demand for and receive the same,
 - (c) any Insurance Policies and all proceeds paid or payable thereunder and all other Related Rights,

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Short particulars of all the property mortgaged or charged

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Short particulars

- (d) the Building Contract, Sub-Contracts, Consultant Appointments, Specifications, Required Consents, each bond and guarantee entered into in favour of a Chargor to secure payments and or performance under the Development Documents, each Lease and agreement for Lease permitted under the Facility Agreement and any other Development Document and all Related Rights under each Development Document,
- (e) each Collateral Warranty and all proceeds paid or payable thereunder and all other Related Rights,
- (f) the Relevant Loans, together with all present and future claims, causes of action, payments and proceeds in respect thereof and all other Related Rights,
- (g) the Deposit Account and Disbursement Account (and in each case, any renewal or redesignation thereof or substitution therefore) and the debt or debts represented thereby and all other Related Rights, and
- (h) the Hedge Documents and all proceeds paid or payable thereunder and all other Related Rights.

1 3 Fixed charges

Each Chargor charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to the Original Debentures or clause 3 1 (Mortgage) of the Debenture or assigned pursuant to the Original Debentures or clause 3 2 (Assignment by way of Security) of the Debenture as security for the payment and discharge of the Secured Obligations, by way of first (to the extent not validly and effectively charged by way of first fixed charge pursuant to the Original Debentures) fixed charge, all of its rights, title and interest from time to time in and to each of the following assets

- (a) the Real Property and all Related Rights,
- (b) the Deposit Account and Disbursement Account (and in each case, any renewal or redesignation thereof or substitution therefore) and the debt or debts represented thereby and all other Related Rights,
- (c) each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby and all other Related Rights,
- (d) the Hedge Documents and all proceeds paid or payable thereunder and each of its interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights,
- (e) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (f) patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,
- (g) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of each Chargor's stock in trade or work in progress) and all Related Rights,

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (h) goodwill and rights and claims in relation to its uncalled share capital,
- (i) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,
- (j) the Shares and all dividends, interest and other moneys payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise),
- (k) stocks, shares, debentures, securities, certificates of deposit and other investments all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of any Chargor or by any trustee, nominee or fiduciary on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system), and
- (l) each of the assets which are specified in clause 3 2 (*Assignment by way of Security*)

2 Floating charge

2 1 Floating charge

- (a) Each Chargor with full title guarantee charged in favour of the Security Trustee (as trustee for the Finance Parties), as security for the payment and discharge of the Secured Obligations, by way of first (to the extent not validly and effectively charged by way of first floating charge pursuant to the Original Debentures) floating charge all present and future assets and undertaking of each Chargor
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Trustee (as trustee for the Finance Parties) as security for the Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above

2 2 Conversion of floating charge to fixed Security

- (a) The Security Trustee may at any time by notice to any Chargor convert the floating charge constituted under clause 4 1 (*Floating charge*) of the Debenture with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if
 - (i) an Event of Default has occurred and is continuing,
 - (ii) the Security Trustee reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
 - (iii) the Security Trustee reasonably considers that it is necessary or desirable in order to protect the priority of the security
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under clause 4 1 (*Floating charge*) of the Debenture will automatically be converted (without notice) with immediate

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Please give the short particulars of the property mortgaged or charged

Short particulars

effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of an Administration Event

3 Provisions as to Security

3 1 Restriction on dealings

Except where agreed in writing by the Security Trustee or as otherwise permitted by the Finance Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

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6 Short particulars of all the property mortgaged or charged

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Definitions

"Administration Event" means

- (a) the presentation of an application to the court for the making of an administration order in relation to a Chargor or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such a notice with the court

"Charged Assets" means each of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of Security Trustee by or pursuant to the Debenture

"CNL" means CORNERSTONE NOMINEES LIMITED,

"CNNL" means CORNERSTONE NOMINEES NORTH LIMITED

"CNSL" means CORNERSTONE NOMINEES SOUTH LIMITED,

"Facility Agreement" means the Facility Agreement originally dated 13 March 2006 between the Borrower, the Lenders, the Agent, the Arranger and the Security Trustee (each as defined in that agreement) as further amended, varied, novated or supplemented from time to time

"Finance Documents" has the same meaning as assigned to it in the Facility Agreement

"Guarantors" means each of

- (a) the Parent and
- (b) Homes

"Homes" means GALLIARD HOMES LIMITED,

"Inter-company Loan Agreement" means any loan agreement entered into or to be entered into between the Chargors,

"Mortgaged Property" means the leasehold land under title number EGL509332 being Indescon Court, Millharbour, London, E14 9TN

"Obligors" means the Chargor, the Unit Holders and the Guarantors

"Oracle" means ORACLE (INDESCON) LIMITED,

"Original Debentures" means

- (a) the debenture dated 23 February 2006 between Millharbour Developments Limited and Irish Nationwide Building Society,
- (b) the debenture dated 20 March 2006 between Oracle (Indescon) Limited and Irish Nationwide Building Society,

and each an Original Debenture"

"Parent" means GALLIARD HOLDINGS LIMITED

"Phase 1 Owners" means CNL and CNNL,

"Phase 2 Owners" means CNL and CNSL

"Property Obligors" means the Trustees in their capacity as trustees of the Trust, the Phase 1 Owners and the Phase 2 Owners,

"Real Property" means (including as provided in clause 1.7 (Real Property) of the Debenture), the Mortgaged Property and any present or future freehold or leasehold property and any other interest in land or buildings and all rights relating thereto in which each Chargor has an interest

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Trustee may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment

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6 Short particulars of all the property mortgaged or charged

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"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) any moneys and proceeds paid or payable in respect of that asset

"Relevant Loans" means each and every sum paid or payable from time to time by any Chargor to another Chargor pursuant to an Inter-company Loan Agreement or otherwise,

"Security Period" means the period beginning on the date of the Debenture and ending on the date on which the Agent is satisfied that

- (i) the Secured Obligations have been irrevocably and unconditionally discharged in full
- (ii) the Security Trustee has confirmed that there are no outstanding contingent liabilities, and
- (iii) no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents,

"Share" means any share listed in schedule 3 (*Shares*) of the Debenture,

"Shareholder" means Raceguide Limited, a company incorporated in England and Wales with company number 05703901,

"Trust" means the Indecon Court Unit Trust, a unit trust scheme established and constituted pursuant to the law of Jersey by the Trust Instrument

"Trust Instrument" means the trust instrument dated 15 March 2006 executed by the Trustees and constituting the Trust,

"Trustees" means BWT (previously known as Walbrook Trustees (Jersey) Limited) and WPL acting in their capacities as joint trustees of the Trust,

"Unit Holders" means the Chargor and Oracle,

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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 Taylor Wesley CEO 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 UCYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000

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.

- ☐ [x] The company name and number match the information held on the public Register
- ☐ [x] You have included the original deed with this form
- ☐ [x] You have entered the date the charge was created
- ☐ [x] You have supplied the description of the instrument
- ☐ [x] You have given details of the amount secured by the mortgagee or chargee
- ☐ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ [x] You have entered the short particulars of all the property mortgaged or charged
- ☐ [x] You have signed the form
- ☐ [x] 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. 5661137
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH
2013 AND CREATED BY MILLHARBOUR DEVELOPMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR, EACH PROPERTY OBLIGOR AND
EACH SHAREHOLDER TO THE FINANCE PARTIES (OR ANY OF
THEM) 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 17
APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 APRIL 2013

1/1

