

MG01

Particulars of a mortgage or charge



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iris
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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



A35

AYQP3JY7

13/05/2010

COMPANIES HOUSE

303

1

Company details

Company number

0 5 7 9 9 7 8 1

Company name in full

TGPP 1 Limited

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

11 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

Debenture

05

4

Amount secured

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

Amount secured

04
All or any money and liabilities which shall from
time to time (and whether on or at any time after
demand) be due, owing or incurred in whatsoever
manner to Bank of Scotland ("BoS") by the Company,
whether actually or contingently, solely or jointly
and whether as principal or surety (or guarantor or
cautioner), including any money and liabilities of
the Company to a third party which have been
assigned or novated or otherwise vested in BoS and
including interest, discount, commission and other
lawful charges or expenses which BoS may in the
course of its business charge or incur in respect
of any of those matters or for keeping the
Company's account, and so that interest shall be
computed and compounded according to the usual BoS
rates and practice (or otherwise agreed in writing)
(continued)

Continuation page

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

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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	Bank of Scotland PLC	
Address	The Mound	
	Edinburgh	
Postcode	E H 1 1 Y Z	
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	<p>The Company with full title guarantee charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities</p> <p>1 By way of legal mortgage all estates and interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are now or at any time on or attached to the property</p> <p>2 By way of a fixed charge</p> <p>a all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than the property charged by way of legal mortgage above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,</p> <p>b all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,</p> <p>c the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled,</p> <p>d all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions contained in the debenture and referred to above at paragraphs 1 and 2(a) to (c),</p> <p>e all present and future stocks, shares, and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p> <p>f all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities and other securities charged by the above paragraph 2e whether by way of dividend, distribution, interest or otherwise,</p> <p>g all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to an asset for the time being comprised within a mortgage, fixed charge or assignment by way of the security created by way of this Debenture ("Fixed Charge Assets") (including all money payable under them),</p> <p>h all rights and interests and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),</p> <p>(Continued)</p>	

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Particulars of a mortgage or charge

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 866)

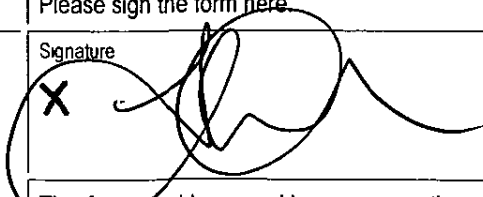
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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 

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 Julie Harrison

Company name Ward Hadaway

Address Sandgate House

102 Quayside

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 3 D X

Country United Kingdom

DX DX 730360 Newcastle upon Tyne 30

Telephone 0191 2044000



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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS
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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Particulars of a charge created by a company registered in Scotland

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Amount secured

Please give us details of the amount secured by the charge

Amount secured

(continued)

after as well as before any demand made or judgement or decree obtained
under or in relation to the Debenture (the "Secured Liabilities")

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Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

i all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
j the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph i above but owned by others,
k all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
l all present and future book debts of the Company,
m all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraphs g or h or arising on fluctuating accounts with other subsidiaries of the Company ("Group Companies")),
n the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
o all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
p all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions contained in paragraphs 1 and 2 above and 3 below, and
q all the Company's goodwill and uncalled capital for the time being

3 By way of floating charge, the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company (the "Assets") not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 2 above)

4 By way of assignment
a all the rights, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and
b insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture
To the extent that any such right, title and interest as is referred to in paragraphs 4 a and b above is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

5 Conversion of floating charge

BoS may at any time, by notice to the Company, immediately convert the floating charge created into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge

a in respect of any Assets which become subject to any step by any third party to take a fixed charge,

(continued)

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Particulars of a charge created by a company registered in Scotland

6 Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

b in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,
c in respect of all Assets charged by way of floating charge referred to in paragraph 4 above if and when the Company ceases to carry on business or to be a going concern, and
d in respect of all Assets on the making of an order for the compulsory winding up of the Company, on the convening of a meeting for the passing of a resolution for the winding up of the Company or the taking of any steps (including without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company
The provisions of paragraph 5 will not apply -

a to any Assets situated in Scotland if, and to the extent that, a receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/or

b solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000

6 Negative Pledge

The Company will not without the prior written consent of BoS

a create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust arising by operation of law over all or any Assets (except in favour of BoS), or

b sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of 1 the disposal of stock subject only to the floating charge created by the Debenture and referred to in paragraph 4 above on an arm's length basis in the ordinary course of trading, 11 disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company, 111 disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality,
c in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

7 Restrictions

a The Company will not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its freehold, heritable and leasehold properties ("Properties") (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 of the Land Registration Act 2002) affecting any such property,

b The Company shall not, without the prior written consent of BoS, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 (Leasing powers of mortgagor and mortgagee in possession) and 100 (Powers of mortgagor and mortgagee in possession to accept surrender of leases) of the Law of Property Act 1925

8 Receivables

The Company shall

a get in and realise all sums of money now or in future receiveable by the Company which consist of or are derived from any Asset referred to in paragraphs 2 1 2 2 2 or 2 3 of the Debenture and referred to in paragraphs 1, 2, 3 and 4 above or (with effect from the date of the creation of any such security) and Assets comprised in any security created pursuant to clause 2 11 of the Debenture and referred to at paragraph 5 above ("Receivables") in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with paragraph b below) upon trust for BoS,
b pay into its account with BoS (or as BoS may direct) all money which it receives in respect of any Receivables, and

(continued)

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Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

c if called upon to do so by BoS execute a legal assignment of all or any of the Receivables to BoS
if BoS releases, waives, or postpones its rights in respect of any Receivables to enable the Company to factor or discount them to any third party (the "factor"), the charges created by the Debenture shall in all other respects remain in full force and effect All amounts becoming due to the Company from the factor and any Receivables re-assigned, or due to be re-assigned to the Company, shall be subject to the relevant fixed charge created by the Debenture, subject only to any defences or rights of set-off which the factor may have against the Company,



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5799781
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MAY 2010
AND CREATED BY TGPP 1 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 13 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2010



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES