

MG01

Particulars of a mortgage or charge

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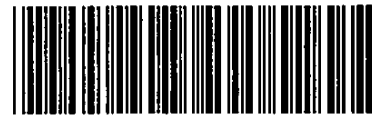
A fee is payable with this form.

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**
You cannot use this for
particulars of a charge
company. To do this, please
use form MG01s

MONDAY
WEDNESDAY



RCS 01/10/2012 #145
COMPANIES HOUSE
R11MTE4H
A46 26/09/2012 #128
COMPANIES HOUSE

1 Company details

Company number 07280809
Company name in full DPG 1 Limited (the "Chargor")

2 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 20 10 2012

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.

4 Amount secured

Please give us details of the amount secured by the mortgage or charge
Amount secured All monies from time to time due or owing and all
other actual or contingent liabilities from time to
time incurred by the Chargor to the Lender
(including any under any Hedging Agreement) (the
"Secured Liabilities")

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 HSBC Bank plc (the "Lender")

Address West End Corporate Banking Centre

70 Pall Mall, London

Postcode S W 1 Y S E 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

Please see attached separate continuation sheet for details of the property mortgaged or charged and the definitions used in this form MG01

MG01

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 N/A

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 Shoasmita LLP X

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

MG01

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 RXK 069107.000089

Company name SHOOSMITHS LLP

Address Apex Plaza

Forbury Road

Post town Reading

County/Region Berkshire

Postcode R G 1 1 S H

Country UK

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868800



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

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 Charges

The Chargor has charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at the time owned by the Chargor, or in which the Chargor from time to time has an interest.

(a) by way of first legal mortgage:

(1) the real property specified in schedule 1 (*The Property*) being all that Leasehold premises registered under title numbers MS554510 and MS592551 shortly described as part of the basement and roof, part of floors 1,2,3,4 and the whole of floors 5 to 41 (inclusive) of the Building known as West Tower Liverpool, L3 9PJ; and

(11) all other real property (if any) at the date of the Debenture vested in, or charged to the Chargor (not charged by clause 4.1(a)(i) of the Debenture as described at paragraph 1(a)(1) above);

(b) by way of first fixed charge

(1) all other real property and all interests in real property (not mortgaged by clause 4.1(a) of the Debenture as described at paragraph 1(a) above),

(11) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

(111) the proceeds of sale of all real property,

(c) by way of first fixed charge (insofar as not mortgaged by clause 4.1(a) of the Debenture as described at paragraph 1(a) above or charged by clause 4.1(b) of the Debenture as described at paragraph 1(b) above) all present and future rents and other sums due to the Chargor under any Lease;

(d) by way of first fixed charge all plant and machinery (insofar as not mortgaged by clause 4.1(a) of the Debenture as described at paragraph 1(a) above or charged by clause 4.1(b) of the Debenture as described at paragraph 1(b) above) and the benefit of all contracts, licences and warranties relating to the same;

(e) by way of first fixed charge:

(1) the shares referred to in schedule 2 of the Debenture; and

(11) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instrument, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned by the Chargor or held by a nominee, trustee, fiduciary or clearance system on the Chargor's behalf or in which the Chargor has an interest at any time (not charged by clause 4.1(e)(1) as described at paragraph 1(e)(1) above),

in each case, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

(f) by way of first fixed charge all of the Chargor's accounts with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts;

(g) by way of first fixed charge all the rights the Chargor has from time to time in respect of any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

moral rights, inventions, confidential information, know-how and other intellectual property rights and interest (whether registered or unregistered) and the benefit of all applications for and rights to use such assets,

(h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the Chargor's business or the use of any of the Chargor's assets; and

(ii) any letter of credit issued in the Chargor's favour and all bills of exchange and other negotiable instruments held by the Chargor, and

(j) by way of first fixed charge all of the Chargor's goodwill and uncalled capital.

2 Security assignments

(a) The Chargor has assigned and agreed to assign absolutely (subject to the proviso for reassignment on redemption) all of the Chargor's present and future right, title and interest in and to

(i) (to the extent not mortgaged or charged by clause 4.1 (Fixed charges) of the Debenture as described at paragraph 1 above) all present and future rents and other sums due to the Chargor under any Lease,

(ii) each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them,

(iii) all insurance policies; claims under those insurance policies and all proceeds of those claims under the insurance policies;

(iv) all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Chargor or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(v) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing; and

(vi) all proceeds of any of the foregoing not otherwise assigned under clause 4.2 of the Debenture as described in this paragraph 2(a);

(b) To the extent that any right referred to in clause 4.2(a) of the Debenture as described at paragraph 2(a) above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Chargor's present and future rights and claims to any proceeds of such rights.

3 Negative pledge

The Chargor has covenanted that it shall not create or permit to subsist any Security Interest without the consent of the Lender, other than the Permitted Security Interests.

4. Definitions

In this MG01, the following definitions shall apply

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Assured Shorthold Tenancy**" means an assured shorthold tenancy for the purposes of the Housing Act 1988 (as modified by the Housing Act 1996) or any similar form of tenancy under any law or regulation which may amend, modify or replace such legislation,

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Hedging Agreement**" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Chargor and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities,

"**Lease**" means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject (including, without limitation, long leases and Assured Shorthold Tenancies) together with any related guarantee or other security for the performance of the lessee's obligations,

"**Permitted Security Interests**" means

- (a) the Security;
- (b) any retention of title agreements entered into in the ordinary course of the Chargor's business relating to the unpaid purchase price of good supplied to the Chargor, and
- (c) any liens arising by operation of law and in the ordinary course of the Chargor's trading and not as a result of any default or omission by the Chargor;

"**Property**" means all the real property from time to time subject to the Security Interests created by the Chargor in favour of the Lender;

"**Security**" means the Security Interests created or intended to be created by or pursuant to the Debenture,

"**Security Assets**" means all of the Chargor's assets from time to time the subject of Security,

"**Security Interest**" means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

"**Shares**" means the shares and associated rights referred to in clause 4.1 (e) of the Debenture

PROFORMA

Company Number 07280809

Company Name DPG 1 Limited

Contact Name/ Organisation Shoosmiths LLP - Rosie Swain

Address Apex Plaza, Forbury Road, Reading, Berkshire, RG1 1SH

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☒

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

| | |
|--|--------------------------|
| Date of creation of charge | <input type="checkbox"/> |
| Description | <input type="checkbox"/> |
| Date of acquisition | <input type="checkbox"/> |
| Amount secured | <input type="checkbox"/> |
| Mortgagee(s) or person(s) entitled to the charge | <input type="checkbox"/> |
| Short particulars of all the property Mortgaged or charged | <input type="checkbox"/> |

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

| | |
|--|--------------------------|
| Date of covering deed | <input type="checkbox"/> |
| Total amount secured | <input type="checkbox"/> |
| Date of present issue | <input type="checkbox"/> |
| Amount of present issue | <input type="checkbox"/> |
| Date of resolution | <input type="checkbox"/> |
| Name of Trustee(s) | <input type="checkbox"/> |
| General description of property | <input type="checkbox"/> |
| Floating charge statement (applies to MG07s/LLMG07s/OSMG04) | <input type="checkbox"/> |

(Please give the instructions in the box below)

Please insert the following wording into box 6 (Short particulars of property charged) at the end of paragraph 1 (Charges) of the MG01 continuation sheet.

Floating charge

The Chargor has charged and agreed to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges) of the Debenture, clause 4.2 (Security assignments) of the Debenture or any other provision of the Debenture, and

(b) whether or not effectively charged or assigned) heritable property and all other property an assets in Scotland



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

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

**COMPANY NO. 7280809
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20
SEPTEMBER 2012 AND CREATED BY DPG 1 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HSBC BANK 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 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 OCTOBER 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES