

LL MG01

Particulars of a mortgage or charge created by a  
Limited Liability Partnership (LLP)



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  
created by an LLP in England and  
Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to  
register particulars of a mortgage or  
charge created by a Scottish LLP  
To do this, please use form  
LL MG01s

FRIDAY



\*LIZX1NOB\*

LD4

24/09/2010

285

COMPANIES HOUSE

For official use

1

**LLP details**

LLP number

0 C 3 5 7 1 8 3

LLP name in full

CHEL (Shares) LLP (Chargor)

**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

01 06 2009 20 01 00

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

A share charge granted by the Chargor in favour of the Bank (as defined below) (Deed)

4

**Amount secured**

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

Amount secured

All present and future liabilities, whether actual or contingent and  
whether owned jointly or severally or in any other capacity  
whatsoever, of the Obligors to the Bank under the Finance  
Documents (**Secured Liabilities**)

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

**Obligors** means the Borrower and the Guarantor

**Finance Documents** means the Facility Agreement, any Hedging  
Agreement, any Subordination Deed and any other document  
designated as such by the Borrower and the Bank together

**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**

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	Anglo Irish Bank Corporation Limited ( <b>Bank</b> )							
Address	10 Old Jewry							
	London							
Postcode	E	C	2	R		8	D	N
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

All security created by the Chargor under the Deed over the assets described below was granted in respect of all right, title and interest (if any), on or after the date of the Deed, of the Chargor in and to those assets

**1. Charge**

The Chargor in the manner specified in Clause 2.2 of the Deed and as security for the Secured Liabilities

- (a) charged and agreed to charge to the Bank all of the Shares, the same to be a security by way of a first fixed charge, and
- (b) charged and agreed to charge to the Bank all the Related Rights accruing to all or any of the Shares, the same to be a security by way of a first fixed charge

**PROVIDED THAT:**

- (i) whilst no Event of Default is continuing, all dividends and other distributions paid or payable as referred to in paragraph (b) above may be paid directly to the Chargor (in which case the Bank or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Bank shall be paid promptly by it to the Chargor, and
- (ii) subject to Clause 5.1(c) of the Deed, whilst no Event of Default is continuing, all voting rights attaching to the Shares may be exercised by the Chargor or, where the Shares have been registered in the name of the Bank or its nominee, as the Chargor may direct in writing, and the Bank and any nominee of the Bank in whose name the Shares are registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so

**2. Undertakings**

(cont )

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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

The Chargor has undertaken to the Bank that

- (a) it will not assign, pledge or otherwise encumber the whole or any part of the Security Assets to anyone other than the Bank, and
- (b) it will not take or permit the taking of any action whereby the rights attaching to any of the Security Assets are altered or further shares in the Borrower are issued

#### 3. Event of Default

Upon the occurrence of an Event of Default and at any time thereafter while the same is continuing the Bank shall be entitled to put into force and exercise immediately as and when it may see fit any and every power possessed by the Bank by virtue of the security over the Security Assets conferred by the Deed or available to a secured creditor (so that Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security) and in particular (without limitation)

- (i) to sell all or any of the Security Assets in any manner permitted by law upon such terms as the Bank shall in its absolute discretion determine,
- (ii) to collect, recover or compromise and give a good discharge for any moneys payable to the Chargor in respect of the Security Assets or in connection with them, and
- (iii) to act generally in relation to the Security Assets in such manner as the Bank acting reasonably shall determine

#### 4 Further Assurance

The Chargor shall from time to time upon the request of the Bank promptly and duly execute and deliver any and all such further instruments and documents as the Bank may (acting reasonably) deem desirable for the purpose of obtaining the full benefit of the Deed and of the rights and powers generated under it

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

**Borrower** means Chelsea Harbour Estates Limited (registered in England under company number 3870584)

**Event of Default** means any event specified in clause 17 (Default) of the Facility Agreement

**Facility Agreement** means the facility agreement originally dated 20 October 2003 between the Borrower, Chelsea Harbour Limited as guarantor and the Bank, as amended and restated on 30 June 2006, as amended on 26 March 2007 and as amended and restated on 28 May 2010 and as from time to time amended, restated, novated or supplemented

**Guarantor** means Chelsea Harbour Limited registered in England under company number 0049113

**Related Rights** means, in relation to the Shares, all dividends and other distributions paid or payable after today's date on all or any of the Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Shares or in substitution or exchange for any of the Shares

## LL MG01 - continuation page

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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

**Security Assets** means the Shares together with all Related Rights in respect of the Shares

**Shares** means all of the issued shares in the Borrower legally and/or beneficially owned by the Chargor from time to time and being at the date of the Deed 3,263,951 A ordinary shares of £1 00 each

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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. 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.

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. 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 property situated in another part of UK.

## 9 Signature

Please sign the form here

Signature

Signature

X *Adrian Goddard LLP* X

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

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## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name COLEC/FLOWC/307031-8558

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX London

Telephone 020 7160 3320



## Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For LLPs 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 LLPs 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as  
applied to the Limited Liability Partnerships (Application of  
Companies Act 2006) Regulations 2009**

LLP NO. OC357183  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 16  
SEPTEMBER 2010 AND CREATED BY CHEL (SHARES) LLP FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGORS TO ANGLO IRISH BANK CORPORATION LIMITED  
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 AS APPLIED TO THE  
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF  
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 24  
SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 SEPTEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES