

LL MG01

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LASERFORM

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

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**
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



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05/10/2012

#45

COMPANIES HOUSE

1

LLP details

LLP number

0 C 3 7 6 7 3 1

LLP name in full

OMEGA DESIGN AND BUILD PARTNERS NO 16 LLP
("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 10 19 12 10 12

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

GUARANTEE AND DEBENTURE BETWEEN THE CHARGOR AND FUTURE CAPITAL PROJECT
FINANCE LIMITED ("CHARGEES") DATED 28 SEPTEMBER 2012 ("DEED")

4

Amount secured

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

Amount secured

(a) the Borrowers' Obligations, and

(b) all present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever) of the Chargee to the Chargee under the Deed,

except in any case for any obligation which, if it were so included, would
cause that obligation or liability or any of the security in respect thereof, to
be unlawful or prohibited by any applicable law, together with all costs,
charges and expenses incurred by the Chargee in connection with the
protection, preservation or enforcement of its rights under any of the
Principal Documents or the Deed, the "Secured Liabilities"

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 FUTURE CAPITAL PROJECT FINANCE LIMITED

Address 10 OLD BURLINGTON STREET

LONDON

Postcode W 1 S 3 A G

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

5 FIXED SECURITY**5 1 Land****5 1 1 The Chargor charges****5 1 1 1** by way of first legal mortgage all estates or interest in any freehold or leasehold property now owned by it, and**5 1 1 2** (to the extent that they are not subject to a mortgage under Clause 5 1 1 1 of the Deed) by way of first fixed charge, all estates or interest in any freehold or leasehold property now or subsequently owned by it**5 1 2 A reference in the Deed to a mortgage or charge of any freehold or leasehold property includes****5 1 2 1** all buildings, fixtures, fittings and fixed plant and machinery on that property, and**5 1 2 2** the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants**5 2 Investments**

The Chargor charges by way of first fixed charge its interest in the Investments and Related Investment Rights

5 3 Plant and machinery

The Chargor charges by way of first fixed charge all plant, machinery, vehicles, computers and office and other equipment and all other moveable assets of any kind and in any place and the benefit of all contracts and warranties relating to the same

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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. 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 *DLA Paper UK 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 KELLY LOVEGROVE

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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:

- ☒ [X] The LLP 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 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 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 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 mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
5 1	Credit balances	The Chargor charges by way of first fixed charge all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any account it has with any bank, financial institution or other person and the debt represented by it (including, without limitation, the Real Estate Consultancy Agreement Receivables Account)
5 2	Receivables	The Chargor charges by way of a first fixed charge all of its right, title and interest in the Receivables
5 3	Intellectual Property Rights	The Chargor charges by way of first fixed charge, the Intellectual Property Rights for the time being and from time to time owned, possessed or controlled by it
5 4	Insurances	The Chargor charges by way of first fixed charge (to the extent not effectively assigned under Clause 6 1 of the Deed (<i>Insurances</i>)) the Insurances and all their proceeds
5 5	Pension funds	The Chargor charges by way of first fixed charge any benefit, interest, claim or entitlement it has in any pension fund
5 6	Goodwill and uncalled capital	The Chargor charges by way of first fixed charge its goodwill and all its uncalled capital
5 7	Authorisations	The Chargor charges by way of first fixed charge
5 7 1	the benefit of all present and future Authorisations (statutory or otherwise) held in connection with its use of any Security Asset, and	
5 7 2	the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 5 10 1 of the Deed	
5 8	Agreements	The Chargor charges by way of first fixed charge all its rights now or subsequently in respect of all agreements to which it is, or becomes, a party to the extent the same are not subject to an effective fixed charge created under any other term of Clause 5 of the Deed or to an effective assignment under Clause 6 2 of the Deed (<i>Agreements</i>)
5 9	Separate charges	Each of the charges referred to in Clauses 5 1 (<i>Land</i>) to 5 11 (<i>Agreements</i>) of the Deed inclusive shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in each such Clause, so that each item mentioned in each Clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property Rights shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>6 ASSIGNMENTS</p> <p>6 1 Insurances</p> <p>The Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Insurances and all proceeds of the Insurances</p> <p>6 2 Agreements</p> <p>The Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under or in respect of</p> <p>6 2 1 the property services sub-contract between the Chargor and Integrated Property Contractor Services (Montenegro) Limited d o o Budva dated on or about the date of the Deed,</p> <p>6 2 2 the Real Estate Consultancy Agreement,</p> <p>6 2 3 the co-venture agreement between the Chargor and Mimosa Real Estate Partners (GP) dated on or about the date of the Deed (the "Co-Venture Agreement"),</p> <p>6 2 4 the partnership consultancy agreement between the Chargor and Future Design and Build Services Limited, and</p> <p>6 2 5 any other agreement to which it is, or becomes, a party</p> <p>7 FLOATING CHARGE</p> <p>7 1 Creation of floating charge</p> <p>7 1 1 The Chargor charges by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, including, without limitation, any heritable property and all other property and assets in Scotland but excluding any property or assets otherwise effectively mortgaged or charged by way of mortgage or fixed charge respectively or assigned by way of security to the Chargee under the Deed</p> <p>7 1 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 7 of the Deed, which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>7 2 Crystallisation by notice</p> <p>7 2 1 Except as provided below, the Chargee may by notice to the Chargor convert the floating charge created by Clause 7 of the Deed over all or any part of the Floating Charge Assets into a fixed charge as regards any assets specified in that notice, if</p> <p>7 2 1 1 an Event of Default is outstanding, or</p> <p>7 2 1 2 the Chargee considers those assets to be in jeopardy, whether in danger of being seized or sold under any form of distress, execution or other similar process or otherwise</p> <p>7 2 2 The floating charge created by Clause 7 of the Deed may not be converted into a fixed</p>	

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

charge solely by reason of

7 2 2 1 the obtaining of a moratorium, or

7 2 2 2 anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

7 3 Automatic crystallisation

7 3 1 Notwithstanding anything expressed or implied in the Deed, the floating charge created by the Deed shall automatically and without notice convert into a fixed charge over the Floating Charge Assets if

7 3 1 1 steps are taken to appoint an administrator or to issue a notice of intention to appoint an administrator, or

7 3 1 2 the Chargor creates or attempts to create any security over all or any of the Floating Charge Assets without the prior written consent of the Chargee, or

7 3 1 3 if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets

9 RESTRICTIONS ON DEALINGS

9 1 Security

The Chargor shall not, without the prior written consent of the Chargee, create or attempt to create or permit to subsist in favour of any person, other than the Chargee, any security on any Security Asset

9 2 Disposals

The Chargor shall not, without the prior written consent of the Chargee, sell, transfer, assign, licence, lease or otherwise dispose of or agree to sell, transfer, assign, licence, lease or otherwise dispose of any Security Asset or any part of an interest in any Security Asset or attempt or agree so to do, except for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Deed and not expressed in the Deed to be subject to a fixed charge under any of Clauses 5 1 (*Land*) to 5 11 (*Agreements*) of the Deed inclusive

10 RECEIVABLES

10 3 Dealings with Receivables

10 3 1 The Chargor shall not be entitled to withdraw money from any account held by the Chargor with any bank, financial institution or other person (including, without limitation, the Real Estate Consultancy Agreement Receivables Account) or require the Chargee to vary any payment from any such account to the Chargor or any other person without the prior written consent of the Chargee The Chargee alone may authorise withdrawal or payment from any such account

10 3 3 For the avoidance of doubt, amounts standing to the credit of the Real Estate Consultancy Agreement Receivables Account shall not (without the prior written consent of the Chargee) be applied otherwise than in discharge of the Secured Liabilities under the Deed

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>11 AGREEMENTS</p> <p>11 1 Obligations</p> <p>11 1 2 The Chargor may not, without the prior written consent of the Chargee</p> <p>11 1 2 1 amend, cancel, vary or waive or permit to be amended, cancelled, varied or waived (by conduct or otherwise) any provision of any agreement to which the Chargor is, or becomes, a party (including, without limitation, the agreements set out in Clauses 6 2 1 to 6 2 5 of the Deed inclusive) or agree to do so, or</p> <p>11 1 2 2 rescind or terminate any agreement to which the Chargor is, or becomes, a party (including, without limitation, the agreements set out in Clauses 6 2 1 to 6 2 5 of the Deed inclusive)</p> <p>20 FURTHER ASSURANCES</p> <p>The Chargor must, at its own expense, take whatever action the Chargee or a Receiver may require</p> <p>20 1 for creating, perfecting or protecting the security created (or intended to be created) by the Deed, or</p> <p>20 2 for facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable by the Chargee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset, or</p> <p>20 3 to confer on the Chargee security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales and equivalent or similar to the security intended to be conferred by or pursuant to the Deed,</p> <p>and this includes, without limitation</p> <p>20 4 the prompt delivery on demand of any documents of title relating to any Security Asset,</p> <p>20 5 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee, or</p> <p>20 6 the giving of any notice, order or direction and the making of any registration,</p> <p>which, in any such case, the Chargee may think expedient</p> <p>21 POWER OF ATTORNEY</p> <p>21 1 The Chargor by way of security irrevocably and severally appoints the Chargee, each Receiver and any of its delegates or sub-delegates to be its attorney and in its name, on its behalf and as its act and deed</p> <p>21 1 1 to take any action which the Chargor is obliged to take under the Deed,</p> <p>21 1 2 to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Security Assets or for vesting the same in the Chargee, its nominees or any purchaser,</p> <p>21 1 3 to sign, execute, seal and deliver and otherwise perfect any further security document</p>	

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

referred to in Clause 20 (*Further Assurances*) of the Deed, and

21 1 4 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 Chargee or a Receiver under the Deed or which may be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or such Receiver of the Security Assets or any part of them or in connection with any other exercise of any power under the Deed

21 2 The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 21 of the Deed

22 PRESERVATION OF SECURITY

22 1 Continuing security

This Security is a continuing security and will secure the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

22 2 Reinstatement

22 2 1 If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) or arrangement is made by the Chargee in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under the Deed will continue or be reinstated as if the release, discharge, release or arrangement had not occurred

22 2 2 The Chargee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

25 MISCELLANEOUS

25 1 Set-off

The Chargor agrees that the Chargee may at any time after this Security has become enforceable, without notice or further demand, combine or consolidate all or any of its then existing accounts including any accounts in the name of the Chargee or of the Chargor jointly with others (whether current, deposit, loan or any other nature whatsoever subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities

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

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Amount secured

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

Amount secured

NOTE

In this form

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

"Borrowers" means such individuals who at any time enter into a facility letter for the purpose of allowing those individuals to purchase shares in Omega No 16 2012 Developments Limited with the Chargee, in a form acceptable to the Chargee,

"Borrowers' Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Borrower to the Chargee under or in connection with each of the Principal Documents to which each such Borrower is a party,

"Event of Default" means any event or circumstance specified as such in Clause 14 of the Deed (*Events of Default*) of the Deed,

"Floating Charge Assets" means those assets of the Chargor from time to time subject to a floating charge pursuant to the Deed,

"Insurances" means, in respect of the Chargor, any contract or policy of insurance taken out by it or on its behalf or in which it otherwise has an interest (but excluding any third party liability or public liability insurance) including, without limitation, any director's or officer's insurance,

"Intellectual Property Rights" means, in respect of the Chargor

(a) all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how domain names, any data base information and other intellectual property rights and interests, whether registered or unregistered, and

(b) the benefit of all applications and rights to apply for them in any part of the world and all rights and any interests (including by way of licence) in and other rights to use such of its assets,

"Investments" means, in respect of the Chargor, all stocks, shares, bonds, debentures and securities, investments or interests of any kind (whether marketable or otherwise) and all other interests (including, without limitation, loan capital) in any person owned by it and / or held by any nominee on its behalf,

"Principal Documents" means each of the

(a) facility letters,

(b) security agreements in relation to the interest of the relevant Borrower in the Chargor,

entered into by each of the Borrowers and the Chargee on or about the date of the Deed and also such future date as may be agreed between the Chargee and the Chargor and any other document designated as a "Principal Document" by the Chargee and the Chargor,

"Receivables" means, in respect of the Chargor, all of its book and other debts, all other monies due and owing to it and the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to the above and in each case whether actual or contingent,

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Amount secured

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

Amount secured

"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed and that term will include any appointee appointed under a joint or several appointment,

"Real Estate Consultancy Agreement" means the real estate consultancy agreement between the Chargor and Boka Property Holding Services (Jersey) Limited dated on or about the date of the Deed,

"Real Estate Consultancy Agreement Receivables Account" means the account held by the Chargor into which all Receivables under or in connection with the Real Estate Consultancy Agreement are paid pursuant to Clause 10 of the Deed (*Receivables*),

"Related Investment Rights" means any dividend, interest, capital contribution or income paid or payable in relation to, deriving from or incidental to any Investment and any rights, warrants, benefits, money or property accruing or offered at any time in relation to any Investment by way of dividend, purchase, conversion, redemption, substitution, exchange, bonus or preference, under option rights or otherwise, and

"Security Assets" means all the assets of the Chargor which are the subject of any security created or constituted by the Deed



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. OC376731
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 28 SEPTEMBER 2012 AND CREATED BY OMEGA
DESIGN AND BUILD PARTNERS NO.16 LLP FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH BORROWER
AND ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP TO FUTURE CAPITAL
PROJECT FINANCE 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 5 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 OCTOBER
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES