

MG01

Particulars of a mortgage or charge

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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 register particulars of a charge for company. To do this, please use form MG01s

WEDNESDAY



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11/04/2012

#170

COMPANIES HOUSE

For official use

1

Company details

Company number

0 0 4 4 5 1 3 7

Company name in full

Aquarium Entertainments Limited (the "Company")

S

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

d2 d6 m0 m3 y2 y0 y1 y2

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 (the "Debenture")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities of the Obligors to the Security Trustee and each of the Finance Parties under the Debenture and each of the other Finance Documents (and whether originally owing to that Finance Party or purchased or acquired by that Finance Party), whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify the Security Trustee and each of the other Finance Parties (the "**Secured Liabilities**").

Please see Form MG01 C1 for definitions.

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 (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 as agent and security trustee for each of the Finance Parties (the "Security Trustee")		
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	Please see Form MG01 C3 for Short Particulars.		

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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

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 

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS 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 Alistair McKechnie

Company name Maclay Murray & Spens LLP

Address 1 George Square

Post town Glasgow

County/Region

Postcode G 2 1 A L

Country United Kingdom

DX GW67

Telephone 0141 248 5011



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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Facility Agreement" means the facilities agreement dated 11 June 2003 among, <i>inter alia</i>, the Chargors and Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) (acting in various capacities) as amended on 26 April 2004 and as amended and restated by an amendment and restatement agreement dated 13 August 2008 and amended by an amendment agreement dated 29 September 2008 and amended and restated by an amendment and restatement agreement dated 23 December 2010 and as further amended and restated by an amendment and restatement agreement dated on or about the date of the Debenture</p> <p>"Finance Documents" has the meaning given to it in the Facility Agreement</p> <p>"Finance Parties" has the meaning given to it in the Facility Agreement.</p> <p>"Obligors" has the meaning given to it in the Facility Agreement</p>	

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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	<p>1 FIXED CHARGES</p> <p>1 1 The Company as continuing security for the payment and discharge of all Secured Liabilities, charges, with full title guarantee (save as to any Existing Security), in favour of the Security Trustee (as agent and security trustee for the Finance Parties)</p> <p>1 1 1 by way of first legal mortgage, all its right, title and interest in the Mortgaged Property,</p> <p>1 1 2 by way of first fixed charge all estates or interests in any Real Property now or from time to time hereafter owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same,</p> <p>1 1 3 by way of first fixed charge, all plant, machinery and other equipment now or from time to time hereafter owned by the Company or in which the Company have an interest and the benefit of all contracts and warranties relating to the same but excluding any plant, machinery and other equipment subject to the AIB Security (in its current form at the date of the Debenture and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,</p> <p>1 1 4 by way of first fixed charge, all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) whether marketable or otherwise (and whether held in certificated form or in uncertificated form by a member of CREST or any other similar system) and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Company or in which the Company has an interest, but excluding any stocks, shares bonds and securities which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof,</p> <p>1 1 5 by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of Clauses 3 1 6 and 3 1 7 of the Debenture and excluding assets which are subject to the AIB</p>	

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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 in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,

- 1 1 6 by way of first fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person but excluding any such proceeds or amounts which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,
- 1 1 7 by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to any Insurance Policy including without limitation the right to the refund of any premiums but excluding any such moneys which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,
- 1 1 8 without prejudice to Clause 1 1 9 below, all rights, title and interests of the Company (and the proceeds of such rights, title and interests) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Company have any right, title or interests but excluding any such rights, title or interests which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released;
- 1 1 9 without prejudice to Clause 3 1 8 of the Debenture, any amounts owing or which may become owing to the Company under or by virtue of any other building, construction or development contract whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof) but excluding any such amounts which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,
- 1.1 10 any amounts owing or which become owing to the Company by way of damages, compensation or otherwise under any judgment or order or any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings but excluding any such amounts which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,
- 1 1 11 the benefit of all rights relating to the property described in Clauses 1 1 6 to 1 1.10 above, excluding any such rights which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released;

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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	<p>1 1 12 by way of first fixed charge, the goodwill and uncalled capital of the Company,</p> <p>1 1 13 by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Company and all proceeds of collection of any of the foregoing and all other benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom,</p> <p>1 1 14 the benefit of all present and future licences statutory (to the extent capable of being charged) or otherwise held or to be held in connection with its business or the use of any of the Security Assets the subject of the security pursuant to sub-clause 3 1 1 of the Debenture and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,</p> <p>1 1 15 (to the extent they are not subject to an effective assignment under 1 2 below) all their rights under the Hedging Agreements,</p> <p>1 1 16 (to the extent they are not subject to an effective assignment under 1 2 below) all their rights under the Occupational Leases but excluding any such rights which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,</p> <p>1 1 17 all its present and future beneficial interest, claim or entitlement in any pension fund,</p> <p>1 1 18 their rights under the appointment of any managing agent of the Mortgaged Property,</p> <p>1 1 19 their rights under the agreement or agreements relating to the purchase of the Mortgaged Property by the Company; and</p> <p>1 1 20 by way of first fixed charge, all Shares specified against its name in Schedule 3 (Shares) of the Debenture (a copy of which is attached hereto) and all other shares held now or in the future by it and/or any nominee on its behalf, but excluding any stocks, shares, bonds and securities that are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released,</p> <p>provided that, in each case, such fixed charges will be first ranking only to the extent that the relevant Security Assets were not previously validly and effectively charged by way of first fixed charge under any</p>	

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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

Existing Security granted in favour of the Security Trustee

- 1 2 To the extent not validly and effectively charged by way of first fixed charge pursuant to 1 1 above, the Company assigns and agrees to assign absolutely to the Security Trustee all of its right, title and interest in:
 - 1 2 1 all its rights under the Occupational Leases (but excluding any such rights which are subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released),
 - 1 2 2 the Gross Rental Income (exclusive of VAT) (but excluding any Gross Rental Income which is subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released),
 - 1 2 3 all its rights under the Hedging Agreements,
 - 1 2.4 the benefit of any agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it (but excluding any such benefit which is subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released),
 - 1 2 5 any Insurance Policy taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurances (but excluding any Insurance Policy or related right which is subject to the AIB Security in its current form at the date of the Debenture (and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released), and
 - 1 2 6 each of the Assigned Documents to which it is a party
- 1 3 A reference in the Debenture to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Mortgaged Property set out in Schedule 2 of the Debenture) includes,
 - 1 3 1 all buildings and Fixtures on that property,
 - 1 3 2 the proceeds of sale of any part of that property, and
 - 1 3 3 the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants
- 2 **FLOATING CHARGE**
 - 2.1 The Company, with full title guarantee (save as to any Existing Security), hereby charges in favour of the Security Trustee by way of floating charge

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Short particulars

as a continuing security for the payment and discharge of the Secured Liabilities (1) its undertaking and all its property (including uncalled capital), assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to Clause 3 (*Fixed Charges*) or otherwise pursuant to the Debenture (without limitation and whether or not so effectively charged), and (11) any of its property and assets situated in Scotland or otherwise governed by Scots law (without limitation and whether or not so effectively charged) provided that any asset which is from time to time subject to the AIB Security (in its current form at the date of the Debenture and which cannot be amended other than with the prior written consent of the Agent) shall be excluded from this floating charge until such time as the relevant AIB Security is released

- 2 2 The Company shall not otherwise than as provided in the Finance Documents
- 2 2 1 create or permit to subsist any Security over all or any part of the Security Assets (other than a Permitted Security),
- 2.2 2 part with, sell, transfer or otherwise dispose of or attempt or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets, and
- 2 2 3 without limiting the generality of 2 2.1 and 2 2 2 above, dispose of, or create or attempt to create or permit to subsist or arise any Security (other than a Permitted Security) on or over the Debts or any part thereof or release, set-off or compound or deal with the same other than in accordance with Clause 9 of the Debenture
- 2 3 Notwithstanding anything expressed or implied in the Debenture, (1) if any Chargor creates or attempts to create any Security over all or any of the Floating Charge Assets without the prior written consent of the Security Trustee otherwise than as provided for in any of the Finance Documents, (11) if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, (111) if an Administrator is appointed by the Security Trustee or the Security Trustee receives notice of an intention to appoint an Administrator or (iv) a meeting of the members of the Company to consider a resolution to wind up the Company (or not to wind up the Company) is convened, the floating charge created by 2 1 above over the property or asset concerned shall (other than in respect of any Floating Charge Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under section 72 of the Insolvency Act by reason of automatic conversion) thereupon automatically without notice be converted into a fixed charge
- 2 4 Notwithstanding anything expressed or implied in the Debenture, without prejudice to 2 3 above, the Security Trustee shall be entitled at any time after the occurrence of an Event of Default that is continuing by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice
- 2 5 The floating charge hereby created by the Company shall (other than in

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respect of any of the Security Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge if

2 5 1 a meeting of any Chargor is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed, or

2 5 2 any person presents a petition for the administration or winding-up or bankruptcy of any Chargor and, in the case of a winding-up petition, the petition is not discharged or stayed within 14 days, or

2 5 3 any Chargor creates or attempts to create Security over any of the Floating Charge Assets otherwise than as permitted in any of the Finance Documents

2 6 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by 2 1 above so that the floating charge created shall be "qualifying floating charge" for the purposes of that paragraph

Definitions

"Administrator" means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act 1986

"Agent" means Bank of Scotland plc (registered number SC327000) as agent of the other Finance Parties

"AIB Security" means the following security, in each case in favour of Anglo Irish Bank Corporation Limited

(a) the share charge granted by Compco Holdings Limited in favour of Anglo Irish Bank Corporation Limited over the shares held by it in Compco Camden Limited dated 7 July 2010, and

(b) the charges granted by Haigside Limited in favour of Anglo Irish Bank Corporation Limited over, amongst other assets, (i) its beneficial interests in the Bold Street Properties and Wolstenholme Square Properties, (ii) rental income derived from the Bold Street Properties and the Wolstenholme Square Properties and (iii) shares in any management or similar company relating to Haigside Limited's beneficial interest in the Bold Street Properties and the Wolstenholme Square Properties and dated 23 February 2007, 17 May 2007 and 12 March 2008;

"Assigned Documents" means the documents listed in Schedule 8 of the Debenture (Assigned Documents) a copy of which is attached hereto

"Bold Street Properties" has the meaning given to it in the Facility Agreement

"Chargor" means the Company together with each of the other companies listed in Schedule 1 to the Debenture, a copy of which is attached hereto

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without

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security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing any Security

"Debts" means the assets of the Chargors described in Clause 3.1.5 of the Debenture (*Fixed Charges*)

"Event of Default" means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Facility Agreement.

"Existing Security" means any Permitted Security granted by the Company prior to the date of the Debenture

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery whether or not constituting a fixture at law from time to time thereon, the property wherein is vested in the Company,

"Floating Charge Assets" means the assets of the Company from time to time charged by the Debenture by way of floating charge

"Gross Rental Income" has the meaning given to it in the Facility Agreement

"Hedging Agreements" means each document (including any master agreement, confirmation, schedule or other agreement) evidencing, or in connection with, the hedging facilities entered into or to be entered into from time to time by or between any Obligor and a Hedging Counterparty.

"Hedging Counterparty" has the meaning given to it in the Facility Agreement

"Insurance Policy" means any contract and policy of insurance or indemnity which is from time to time taken out by or on behalf of the Company or (to the extent of the Company's interest) in which the Company from time to time has an interest

"Investments" means

- (a) securities and investments of any kind (including shares (other than the Shares), stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,

in each case now or in the future owned by a Chargor or (to the extent of its interest) in which a Chargor now or in the future has an interest together in all cases with all Related Rights **provided that** all securities, investments or other assets subject to the AIB Security (in its current form at the date of this Deed and which cannot be amended other than with the prior written consent of the Agent) shall be explicitly excluded from this definition until such time as the relevant AIB Security is released

"Mortgaged Property" means the freehold or leasehold property specified in Schedule 2 (*The Mortgaged Property*) of the Debenture (a copy of which is attached hereto) and hereby legally mortgaged, which includes all buildings and fixtures on

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the property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any monies paid or payable in respect of those covenants, and any other freehold or leasehold property the subject of the Debenture

"Occupational Leases" means any occupational lease or licence or other right of occupation to which a group company's interest in any Property may be subject from time to time

"Permitted Security" has the meaning given to it in the Facility Agreement

"Property" has the meaning given to it in the Facility Agreement

"Real Property" means the Mortgaged Property and any other present or future freehold and leasehold property in which the Chargor has an interest (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) **provided that** all assets subject to the AIB Security (in its current form at the date of this Deed and which cannot be amended other than with the prior written consent of the Agent) shall be explicitly excluded from this definition until such time as the relevant AIB Security is released

"Receiver" means any one or more qualified persons appointed by the Security Trustee under Clause 16 (Receiver) of the Debenture to be a receiver, administrative receiver or receiver and manager of all or any part of the Security Assets and **"qualified person"** means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of the Chargors with respect to which he is appointed or (as the case may require) an administrative receiver of the Chargors

"Related Rights" means in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Debenture on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments

"Security" means a mortgage, charge, encumbrance, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Assets" means all assets, rights, undertakings and property of the Company the subject of any Security created by the Debenture

"Shares" means the shares listed in Schedule 3 (Shares) of the Debenture together with all Related Rights

"Wolstenholme Square Properties" has the meaning given to it in the Facility Agreement

SCHEDULE 1**The Chargors**

Name of Company	Company Number	Registered Office
Aquarium Entertainments Limited	00445137	10 Upper Berkeley Street London W1H 7PE
Brightonarium Limited	01303359	10 Upper Berkeley Street London W1H 7PE
Cadogan Properties Limited	00347812	10 Upper Berkeley Street London W1H 7PE
Comdart Limited	03116680	10 Upper Berkeley Street London W1H 7PE
Compco Holdings Limited	SC037323	Level 4 Saltire Court 20 Castle Terrace Edinburgh EH1 2EN
Fivecourts Limited	03089326	10 Upper Berkeley Street London W1H 7PE
Globestar Properties Limited	04037621	10 Upper Berkeley Street London W1H 7PE
Haigside Limited	01779780	10 Upper Berkeley Street London W1H 7PE
Infobuild Limited	01711247	10 Upper Berkeley Street London W1H 7PE
Innerwyke Investments Limited	02260261	10 Upper Berkeley Street London W1H 7PE
Leowell Limited	01612740	10 Upper Berkeley Street London W1H 7PE

Name of Company	Company Number	Registered Office
Mytre Property Trust Limited	02265367	10 Upper Berkeley Street London W1H 7PE
Ortonwood Limited	00807581	10 Upper Berkeley Street London W1H 7PE
Prodame Limited	02688837	10 Upper Berkeley Street London W1H 7PE
Seymour Development Limited	00590157	10 Upper Berkeley Street London W1H 7PE
Shop Constructions (Strood) Limited	00683476	10 Upper Berkeley Street London W1H 7PE
Stonelink Limited	04580381	10 Upper Berkeley Street London W1H 7PE
Terrington Properties Limited	00582791	10 Upper Berkeley Street London W1H 7PE
Wingleague Limited	02142436	10 Upper Berkeley Street London W1H 7PE
City & General Securities Finance One Limited	4870358	10 Upper Berkeley Street London W1H 7PE
City & General Securities Finance Two Limited	4870363	10 Upper Berkeley Street London W1H 7PE
City & General Securities Finance Three Limited	4870355	10 Upper Berkeley Street London W1H 7PE
City & General Securities Finance Four Limited	4872608	10 Upper Berkeley Street London W1H 7PE

Name of Company	Company Number	Registered Office
New Derwent House Management Company Limited	04790113	10 Upper Berkeley Street London W1H 7PE
Central Mytre Developments Limited	02393370	10 Upper Berkeley Street London W1H 7PE
City & General Securities Limited	04772368	10 Upper Berkeley Street London W1H 7PE
J Forman (Salmon Curers) Limited	00521310	10 Upper Berkeley Street London W1H 7PE
Compco CLG One Limited	05075216	10 Upper Berkeley Street London W1H 7PE
Compco Brighton Limited	05075207	10 Upper Berkeley Street London W1H 7PE
Compco Investments Limited	05056770	10 Upper Berkeley Street London W1H 7PE
Compco Investments Two Limited	05705397	10 Upper Berkeley Street London W1H 7PE
Chelsea Harbour Finance One Limited	04925160	C2-C3 The Chambers Chelsea Harbour London SW10 0XF
Chelsea Harbour Finance Two Limited	05216713	C2-C3 The Chambers Chelsea Harbour London SW10 0XF
Chelsea Harbour Finance Three Limited	05312541	10 Upper Berkeley Street London W1H 7PE
Chelsea Harbour Developments Limited	04870886	C2-C3 The Chambers Chelsea Harbour London SW10 0XF

SCHEDULE 2**The Mortgaged Property**

Property Description	Freehold/ Leasehold	Title Number	Registered Proprietor
13-23 Military Road, Chatham	Leasehold	K560673 K700134	Hagside Limited

SCHEDULE 3**Shares**

Registered owner	Company in which shares held	Registered number	Class and nominal value of shares	Number of shares
City & General Securities Limited	City & General Securities Finance One Limited	04870358	Ordinary shares of £1 each (aggregate nominal value £15,375,589)	15,375,589
City & General Securities Limited	City & General Securities Finance Two Limited	04870363	Ordinary shares of £1 each (aggregate nominal value £67,139,396)	67,139,396
City & General Securities Limited	City & General Securities Finance Three Limited	04870355	Ordinary shares of £1 each (aggregate nominal value £1,480,438)	1,480,438
City & General Securities Limited	City & General Securities Finance Four Limited	04872608	Ordinary shares of £1 each (aggregate nominal value £51,945,902)	51,945,902
City & General Securities Finance One Limited	New Derwent House Management Company Limited	04790113	Ordinary shares of £1 each (aggregate nominal value £16,284,883)	16,284,883
City & General Securities Finance Four Limited	New Derwent House Management Company Limited	04790113	Ordinary shares of £1 each (aggregate nominal value £55,017,923)	55,017,923
City & General Securities Finance Three Limited	New Derwent House Management Company Limited	04790113	Ordinary shares of £1 each (aggregate nominal value £1,567,988)	1,567,988
City & General Securities Finance Two Limited	New Derwent House Management Company Limited	04790113	Ordinary shares of £1 each (aggregate nominal value £71,109,945)	71,109,945
City & General Securities Limited	New Derwent House Management Company Limited	04790113	Ordinary A share of £1 (aggregate nominal value £1)	1
Compco Holdings Limited	Haigside Limited	01779780	Ordinary shares of £0 10 each (aggregate nominal value £7,645 40)	76,454
Compco Holdings Limited	Seymour Development Limited	00590157	100 ordinary shares of £1 each, 100 6% non-	100 ordinary shares, 100 preference shares

			cumulative preference shares of £1 each (aggregate nominal value £200)	
Compco Holdings Limited	Globestar Properties Limited	04037621	Ordinary shares of £1 each (aggregate nominal value £2)	2
Haigside Limited	Infobuild Limited	01711247	Ordinary shares of £1 each (aggregate nominal value £100)	100
Haigside Limited	Comdart Limited	03116680	Ordinary shares of £1 each (aggregate nominal value £2)	2
Haigside Limited	Fivecourts Limited	03089326	Ordinary shares of £1 each (aggregate nominal value £2)	2
Cadogan Properties Limited	Prodame Limited	02688837	Ordinary shares of £1 each (aggregate nominal value £2)	2
Compco Holdings Limited	Chelsea Harbour Finance One Limited	04925160	Ordinary shares of £1 each (aggregate nominal value £67,502,998)	67,502,998
Chelsea Harbour Finance One Limited	Chelsea Harbour Finance Two Limited	05216713	Ordinary shares of £1 each (aggregate nominal value 72,522,067)	72,522,067
City & General Securities Limited	Chelsea Harbour Finance Three Limited	05312541	Ordinary share of £1 each (aggregate nominal value £1)	1
Chelsea Harbour Finance Two Limited	Chelsea Harbour Finance Three Limited	05312541	Ordinary shares of £1 each (aggregate nominal value £74,373,573)	74,373,573
Compco Holdings Limited	Chelsea Harbour Developments Limited	04870886	Ordinary shares of £1 each (aggregate nominal value £100)	100
Compco Holdings Limited	Terrington Properties Limited	00582791	Ordinary shares of £1 each (aggregate nominal	100

			value £100)	
Compeco Holdings Limited	Leowell Limited	01612740	Ordinary shares of £1 each (aggregate nominal value £100)	100
Compeco Holdings Limited	Central Mytre Developments Limited	02393370	50 ordinary A shares of £1 each, 50 ordinary B shares of £1 each (aggregate nominal value £100)	50 ordinary A shares, 50 ordinary B shares
Compeco Holdings Limited	Shop Constructions (Strood) Limited	00683476	Ordinary shares of £0 25 each (aggregate nominal value £1,000)	4,000
Compeco Holdings Limited	Innerwyke Investments Limited	02260261	Ordinary shares of £1 each (aggregate nominal value £4,976,731)	4,976,731
Compeco Holdings Limited	J Forman (Salmon Curers) Limited	00521310	Ordinary shares of £1 each (aggregate nominal value £2,000)	2,000
Compeco Holdings Limited	Ortonwood Limited	00807581	Ordinary shares of £1 each (aggregate nominal value £100)	100
J Forman (Salmon Curers) Limited	Stonelink Limited	04580381	Ordinary shares of £1 each (aggregate nominal value £1)	1
Compeco Holdings Limited	Compeco Brighton Limited	05075207	Ordinary shares of £1 each (aggregate nominal value £91,000)	91,000
Compeco CLG One Limited	Compeco Brighton Limited	05075207	Ordinary shares of £1 each (aggregate nominal value £9,000)	9,000
Compeco Holdings Limited	Compeco Investments Limited	05056770	Ordinary shares of £1 each (aggregate nominal value £10,000)	10,000
Compeco Holdings Limited	Compeco Investments Two Limited	05705397	Ordinary shares of £1 each (aggregate nominal value £10,000)	10,000

Haigside Limited	Cadogan Properties Limited	00347812	Ordinary shares of £0 50 each (aggregate nominal value £50,000)	100,000
Compeco Holdings Limited	Aquarium Entertainments Limited	00445137	100,000 ordinary shares of £1 each, 400,000 ordinary A shares of £0 05 each, 25,000 4 9% redeemable preference shares of £1 each, 230,000 9% redeemable preference shares of £1 each, (aggregate nominal value £375,000)	100,000 ordinary shares, 400,000 ordinary A shares, 25,000 4 9% redeemable preference shares, 230,000 9% redeemable preference shares
Aquarium Entertainments Limited	Brightonarium Limited	01303359	Ordinary shares of £0 50 each (aggregate nominal value £65,000)	130,000
Compeco Holdings Limited	Wingleague Limited	02142436	Ordinary shares of £1 each (aggregate nominal value £18)	18
Innerwyke Investments Limited / Compeco Holdings Limited	Mytre Property Trust Limited	02265367	Ordinary share of £1 each (aggregate nominal value £1)	1
Innerwyke Investments Limited	Mytre Property Trust Limited	02265367	Ordinary shares of £1 each (aggregate nominal value £5,010,999)	5,010,999
Haigside Limited	Frenson Limited	02827720	Ordinary shares of £1 each (aggregate nominal value of £75)	75

SCHEDULE 8**Assigned Documents**

Date	Parties	Description
On or around the date of this Deed	Marcol International Asset Management Limited, City & General Securities Limited	Management Agreement pursuant to which Marcol International Asset Management Limited will provide certain administrative, business and accounting services to City & General Securities Limited
On or around the date of this Deed	Johnson Collins Limited, City & General Securities Limited	Service Agreement pursuant to which City & General Securities Limited will provide certain property services to Johnson Collins Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 445137
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MARCH
2012 AND CREATED BY AQUARIUM ENTERTAINMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGORS TO THE SECURITY TRUSTEE AND
EACH OF THE FINANCE PARTIES 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 11 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES