

54195/13

# MG01

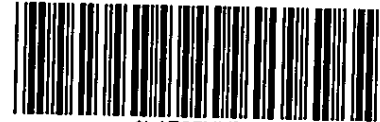
## Particulars of a mortgage or charge

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  
particulars of a charge to  
company. To do this, please  
form MG01s

WEDNESDAY



LD2 02/01/2013 #80  
COMPANIES HOUSE

### 1 Company details

Company number 0 2 2 1 4 8 9 0

Company name in full Crosspoint House Limited (the "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 1 7 2 0 1 2

### 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 debenture made between the Chargor and Agent (as defined below) (the "Debenture")

### 4 Amount secured

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

Amount secured The "Secured Liabilities" as defined in Clause 1.1 (*Definitions*) of  
the Debenture to mean the liabilities of the Obligors to the Finance  
Parties under or pursuant to the Finance Documents

The above is to be read in conjunction with Part 4 of the attached  
continuation pages, which contains applicable definitions

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

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## Particulars of a mortgage or charge

**5**

### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name The Royal Bank of Scotland plc (the "Agent")

Address 5-10 Great Tower Street

London

Postcode E C 3 R 5 D J

Name

Address

Postcode

#### Continuation page

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

**6**

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

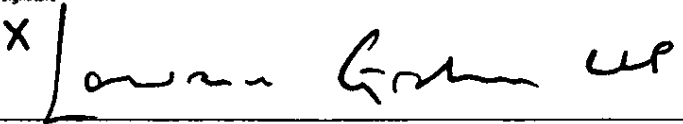
Please use a continuation page if you need to enter more details

Short particulars

Please see Parts 1, 2 and 3 of the attached continuation pages, to be read in conjunction with Part 4, which contains the applicable definitions

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
	Nil	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## Particulars of a mortgage or charge



### Presenter information

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

Contact name  
Kate Davies

Company name  
Lawrence Graham LLP

Address  
4 More London Riverside

Post town

County/Region  
London

Postcode  
S E 1 2 A U

Country  
UK

DX  
132076 London Bridge 4

Telephone  
020 7759 6679



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.



### 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](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)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p align="center"><b>Part 1 - Short Particulars of all property mortgaged or charged</b></p> <p><b>1 Creation of Security</b></p> <p>By Clause 3 (<i>Creation of Security</i>) of the Debenture, the Chargor</p> <p>1 1 charges by way of legal mortgage its interest in the Land referred to in Schedule 2 (<i>Land charged by way of legal mortgage</i>) of the Debenture and set out below in Part 3 of this Form MG01,</p> <p>1 2 charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land,</p> <p>1 3 charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3 1 (<i>Land</i>) of the Debenture (as replicated in paragraphs 1 1 and 1 2 of this Form MG01),</p> <p>1 4 charges by way of fixed charge all amounts standing to the credit of the Accounts,</p> <p>1 5 charges by way of fixed charge all Intellectual Property Rights,</p> <p>1 6 charges by way of fixed charge its goodwill,</p> <p>1 7 charges by way of fixed charge its uncalled capital,</p> <p>1 8 charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset,</p> <p>1 9 charges by way of fixed charge all its rights under any Collateral Warranties,</p> <p>1 10 assigns absolutely all its rights and interests under the Insurances,</p> <p>1 11 assigns absolutely all of its rights and interests under any Hedging Agreements,</p> <p>1 12 assigns absolutely all of its rights and interests</p> <p>1 12 1 in all Net Disposals Proceeds payable to the Chargor in respect of the Land referred to in Schedule 2 (<i>Land charged by way of legal mortgage</i>) of the Debenture and set out below in Part 3 of this Form MG01, and</p> <p>1 12 2 under any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to Clause 3 of the Debenture as replicated in paragraph 1 (<i>Creation of Security</i>) of this Form MG01,</p> <p>1 13 by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture as replicated in paragraph 1 (<i>Creation of Security</i>) of this Form MG01,</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>							
	Please give the short particulars of the property mortgaged or charged							
Short particulars	<p><b>2 Qualifying Floating Charge</b></p> <p>2 1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p><b>3 Trust</b></p> <p>3 1 Subject to Clause 13 3 2 of the Debenture, if or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Agent</p> <p><b>4 Nature of Security created</b></p> <p>The Security created under the Debenture is created</p> <p>4 1 as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>4 2 (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>4 3 in favour of the Agent as trustee for the Finance Parties, and</p> <p>4 4 with full title guarantee</p> <p style="text-align: center;"><b>Part 2 - Covenants</b></p> <p><b>1. Further Assurance</b></p> <p>The Debenture contains a further assurance clause</p> <p style="text-align: center;"><b>Part 3 - Land charged by way of legal mortgage</b></p> <table border="1" data-bbox="325 1518 1473 1809"> <thead> <tr> <th data-bbox="325 1518 655 1552">Description and address</th> <th data-bbox="1206 1518 1382 1552">Title Number</th> </tr> </thead> <tbody> <tr> <td data-bbox="325 1581 1150 1648">✓ All that freehold land and buildings known as Crosspoint House, 28 Stafford Road, Wallington, Surrey SM6 9AA</td> <td data-bbox="1206 1615 1362 1648">SGL732522</td> </tr> <tr> <td data-bbox="325 1704 1129 1809">✓ All that freehold land and buildings known as Gateway House, Milverton Street, Kennington, London SE11 4AP and land on the south side of 1 Cumberland Mews, London, SE11 4AW</td> <td data-bbox="1206 1704 1362 1809">TGL135283 and TGL135285</td> </tr> </tbody> </table>		Description and address	Title Number	✓ All that freehold land and buildings known as Crosspoint House, 28 Stafford Road, Wallington, Surrey SM6 9AA	SGL732522	✓ All that freehold land and buildings known as Gateway House, Milverton Street, Kennington, London SE11 4AP and land on the south side of 1 Cumberland Mews, London, SE11 4AW	TGL135283 and TGL135285
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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 style="text-align: center;"><b>Part 4 - Definitions</b></p> <p><b>"Account Bank"</b> means The Royal Bank of Scotland Plc or any other bank appointed as such in accordance with the Facility Agreement,</p> <p><b>"Accounts"</b> means the Sales Proceeds Account, the Rent Account, the Covenant Cure Account and the General Accounts,</p> <p><b>"Additional Guarantor"</b> has the meaning ascribed to it in the Facility Agreement,</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p><b>"Benwell House Limited"</b> means a company incorporated in England and Wales with registration number 08284323 whose registered office is at 86 Bondway, London SW8 1SF,</p> <p><b>"Borrower"</b> means Dukes Road Limited, a company incorporated in England and Wales with registration number 03121994 whose registered office is at 86 Bondway, London SW8 1SF,</p> <p><b>"Collateral Warranties"</b> means any collateral warranties or the benefit of any construction related agreement obtained by the Chargor from time to time in connection with any Property,</p> <p><b>"Covenant Cure Account"</b> means an interest bearing deposit account of the Borrower with the Account Bank and designated "Dukes Road Limited Covenant Cure Account", with account number 10816769 (sort code 16-00-16), or any replacement account opened by the Borrower at the request of or with the consent of the Agent,</p> <p><b>"Dukes Road General Account"</b> means a current account of the Borrower maintained by the Borrower with the Account Bank numbered 10120691 with sort code 16-00-16 and designated "Dukes Road Limited General Account",</p> <p><b>"Equipment"</b> means all the fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment belonging to the Chargor and the benefit of all related Authorisations, agreements and warranties,</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 17 December 2012 between, among others, the Chargor and the Agent,</p> <p><b>"Finance Documents"</b> has the meaning ascribed to it in the Facility Agreement and includes the Debenture and Facility Agreement,</p> <p><b>"Finance Party"</b> has the meaning ascribed to it in the Facility Agreement and includes the Agent, Hedge Counterparty and the Lenders, and <b>"Finance Parties"</b> shall be construed accordingly,</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><b>"General Accounts"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Dukes Road General Account,</li> <li>(b) a current account of Crosspoint House Limited maintained by Crosspoint House Limited with the Account Bank numbered 10057507 with sort code 16-00-16 and designated "Crosspoint House Limited General Account",</li> <li>(c) an interest bearing deposit account of Mohican Nominees Limited maintained by Mohican Nominees Limited with the Account Bank numbered 10113067 with sort code 16-00-16 and designated "Mohican Nominees Limited General Account",</li> <li>(d) a current account of Benwell House Limited maintained by Benwell House Limited with the Account Bank (to be opened after the date of this agreement) and designated "Benwell House Limited General Account",</li> <li>(e) a current account of Sentinel House Limited maintained by Sentinel House Limited with the Account Bank (to be opened after the date of this agreement) and designated "Sentinel House Limited General Account",</li> <li>(f) any other similar account opened by an Additional Guarantor and designated as a General Account by the Borrower and the Agent,</li> </ul> <p>or any replacement account opened by the Borrower with the consent of the Agent,</p> <p><b>"Guarantors"</b> means the Original Guarantors and the Additional Guarantors (and <b>"Guarantor"</b> means any one of them as the context requires),</p> <p><b>"Hedging Agreements"</b> means any ISDA Master Agreement, confirmation, transaction, schedule or other agreement in form and substance satisfactory to the Agent (acting reasonably) entered into or to be entered into by the Borrower and the Hedge Counterparty for the purpose of hedging interest payable under the Facility Agreement,</p> <p><b>"Hedge Counterparty"</b> means The Royal Bank of Scotland Plc,</p> <p><b>"Insurance"</b> means, each contract or policy of insurance to which any Chargor is a party or in which it has an interest,</p> <p><b>"Intellectual Property Rights"</b> means</p> <ul style="list-style-type: none"> <li>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</li> <li>(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and</li> <li>(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,</li> </ul> <p>arising or subsisting in any jurisdiction and whether registered or not,</p> <p><b>"Land"</b> has the same meaning as it has in section 205(1) of the Law of Property Act 1925,</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><b>"Lenders"</b> has the meaning ascribed to it in the Facility Agreement and includes The Royal Bank of Scotland Plc,</p> <p><b>"Mohican Nominees Limited"</b> means a company incorporated in England and Wales with registration number 02522241 whose registered office is at 86 Bondway, London SW8 1SF,</p> <p><b>"Net Disposal Proceeds"</b> means the Sales Proceeds (as defined in the Facility Agreement) less any reasonable costs, fees and expenses (including any VAT charged in respect of those costs, fees and expenses) properly incurred by the Borrower and approved by the Lender (acting reasonably) in relation to the relevant disposal,</p> <p><b>"Obligor"</b> has the meaning ascribed to it in the Facility Agreement and includes any of the Borrower, the Parent and each Guarantor,</p> <p><b>"Original Guarantors"</b> means</p> <ul style="list-style-type: none"> <li>(a) Mohican Nominees Limited,</li> <li>(b) the Chargor,</li> <li>(c) Benwell House Limited, and</li> <li>(d) Sentinel House Limited,</li> </ul> <p><b>"Parent"</b> means CLS Holdings Plc, a company incorporated in England and Wales with registration number 02714781 and whose registered office is at 86 Bondway, London SW8 1SF,</p> <p><b>"Properties"</b> means</p> <ul style="list-style-type: none"> <li>(a) the properties specified in Schedule 2 (Land charged by way of legal mortgage) of the Debenture and set out in Part 3 of this Form MG01, and</li> <li>(b) any other properties that are approved by the Agent and secured in favour of the Agent as security trustee for the Finance Parties in form and substance satisfactory to the Agent, in accordance with the Debenture,</li> </ul> <p><b>"Rent Account"</b> means an interest bearing deposit account of the Borrower maintained by the Borrower with the Account Bank and numbered 10816777 (sort code 16-00-16) and designated "Dukes Road Limited Rent Account" or any replacement account opened by the Borrower at the request of or with the consent of the Agent,</p> <p><b>"Sales Proceeds Account"</b> means an interest bearing deposit account of the Borrower maintained by the Borrower with the Account Bank and numbered 10816785 (sort code 16-00-16) and designated "Dukes Road Limited Disposals Account" (or designated in such way as the Account Bank may require) or any replacement account opened by the Borrower at the request of or with the consent of the Agent</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and</p> <p><b>"Security Assets"</b> means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture, and</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><b>"Sentinel House Limited"</b> means a company incorporated in England and Wales with registration number 08303884 whose registered office is at 86 Bondway, London SW8 1SF</p>	



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

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

**COMPANY NO. 2214890  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17  
DECEMBER 2012 AND CREATED BY CROSSPOINT HOUSE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE OBLIGORS TO THE FINANCE PARTIES 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 2 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2013

