

MR01

Particulars of a charge

156943/39



A fee is payable with this form.  
Please see 'How to pay' on the  
last page


You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

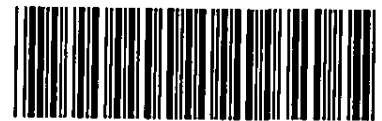
☐ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
**21 days** beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by  
a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

SATURDAY



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A10

12/10/2013

#102

COMPANIES HOUSE  
For official use

**1** Company details

Company number 0 2 4 6 6 1 0 2

Company name in full PARKSIDE DEVELOPMENT COMPANY LIMITED

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date d0 d2 m1 m0 y2 y0 y1 y3

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name AHLI UNITED BANK (UK) PLC  
35 Portman Square, London W1H 6LR

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Hogue Lo-ells <sup>us</sup> Indubuit LLP X  
11/10/13

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Christopher Berry

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 5274



### 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper**

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](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)**



**FILE COPY**

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

Company number: 2466102

Charge code: 0246 6102 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2013 and created by PARKSIDE DEVELOPMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2013

DX

Given at Companies House, Cardiff on 15th October 2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED

2<sup>nd</sup> October

2013

PARKSIDE DEVELOPMENT COMPANY LIMITED

- and -

AHLI UNITED BANK (UK) PLC

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DEBENTURE

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WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL

*Hogan Lovells International LLP*

HOGAN LOVELLS  
INTERNATIONAL LLP  
ATLANTIC HOUSE  
HOLBORN VIADUCT  
LONDON EC1A 2FG



Ref C2/BERRY/C/H5028 00248

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

DATED

2<sup>nd</sup> October

2013

**PARTIES**

- (1) **PARKSIDE DEVELOPMENT COMPANY LIMITED** (company registration 02466102) the registered office of which is c/o JML Business Services Ltd 25 Church Street Godalming Surrey GU7 1EL (the "**Company**") and
- (2) **AHLI UNITED BANK (UK) PLC** of 35 Portman Square, London W1H 6LR (the "**Lender**")

**NOW THIS DEED WITNESSETH** as follows:

- 1 The Company shall on the due date therefor pay or discharge to the Lender all moneys and liabilities which shall for the time being (and whether on or at any time after demand) be due owing or incurred to the Lender by the Company on any account whatsoever and whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest discount commission or other lawful charges and expenses which the Lender may charge in accordance with the terms of the facility letter issued by the Lender in favour of Parkside Development Company Limited and 7 Tor Gardens Limited and Claydon Property Investments Limited (acting jointly and severally) dated 19 September 2013 (the "Facility Letter")
- 2 A demand for repayment or any other demand or notice under this Debenture may be made or given by any director manager or officer of the Lender or by a solicitor acting for the Lender and shall be in writing
- 3 The Company with full title guarantee hereby charges to the Lender with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Company
- 3.1 by way of first floating charge all the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said undertaking and assets either in priority to or pari passu with the charge hereby created and further that the Company shall have no power without the prior written consent of the Lender to part with or dispose of any part of such undertaking and /or assets except by way of sale or lease in the ordinary course of its business,
- 3.2 by way of fixed charge all book and other debts of any nature whatsoever now or hereafter due or owing to the Company (including without limitation all refunds in respect of value added tax received or receivable by the Company from HM Revenue and Customs) and any beneficial interest claim or entitlement of the Company in any pension fund and the benefit of all negotiable instruments rights benefits authorities discretions remedies and powers (in each case of any nature whatsoever) mortgage pledge lien charge encumbrance security assignment hypothecation or other security interest or any other agreement or arrangement having the same economic effect and guarantees and indemnities of any nature whatsoever now or at any time hereafter enjoyed or held by the Company in relation thereto,
- 3.3 by way of fixed charge all the Company's present and future plant and machinery,
- 3.4 by way of fixed charge the benefit of all present and future licences consents and authorisations (statutory or otherwise) held by the Company in connection with the business undertaken by the Company generally and the right to recover and receive all compensation which may at any time become payable in respect thereof;

- 3 5 by way of fixed charge all shares stock and debentures (including debenture stock loan stock bonds notes and certificates of deposit) warrants options or other rights to subscribe for purchase call for delivery of or otherwise acquire shares stock or debentures and all rights relating to any such shares stock or debentures which are deposited with or registered in the name of any depositary custodian nominee clearing house or system investment manager or similar purpose and whether or not on a fungible basis (including rights against any such person) and any other securities in of or created by any person,
- 3 6 by way of security assignment and to the extent that the Company is permitted to assign the same by way of security under the terms thereof the benefit to the Company of all guarantees warranties and representations given or made by (and any rights or remedies to which the Company is now or may in the future be entitled against) all or any professional advisers consultants and contractors in relation to any of the Company's real property and the manufacturers suppliers or installers of all fixtures fittings or other items now or from time to time in the buildings erected (or to be erected) on any such real property and any other person now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of any such fixtures fittings or other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any of such persons,
- 3 7 by way of security assignment the benefit of all of the Company's right title and benefit (both present and future) under and in all contracts and policies of insurance of any kind which are from time to time taken out by or on behalf of the Company, and
- 3 8 by way of security assignment all the Company's right title and benefit (both present and future) under and in all management agreements operating agreements and principal contracts licences and consents to which the Company is a party
- 4 The Lender shall be entitled by prior written notice to the Company to convert the floating charge created by Clause 3 1 of this Debenture into a fixed charge as regards all or any of the Company's assets specified in such notice if
- 4 1 an event of default (as such expression is defined by the Facility Letter) has occurred and has not been waived by the Lender in writing, or
- 4 2 the occurrence of an event or receipt by the Lender of information of any matter causes the Lender to have reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress attachment execution or other legal process or to be otherwise in jeopardy
- 5 This security shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of legal charge mortgage equitable charge or otherwise howsoever which the Lender may now or at any time hereafter hold on the property of the Company or any part thereof for or in respect of the moneys hereby secured or any of them or any part thereof respectively
- 6 During the continuance of this security the Company

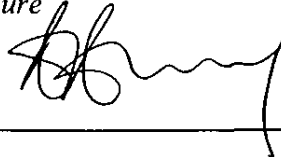


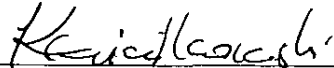
- 6 1 shall furnish to the Lender copies of the trading and profit and loss account and balance sheet in respect of each financial year of the Company forthwith upon the same becoming available and in any event by no later than the expiration of six months from the end of the financial year to which such accounts relate and also from time to time such other financial statements and information respecting the assets and liabilities of the Company as the Lender may reasonably and properly require,
- 6 2 shall insure and keep insured or cause or procure to be kept insured with an insurance office or underwriters reasonably acceptable to the Lender such of its property as is insurable against loss or damage by fire and such other risks as the Lender may from time to time reasonably require to the full replacement value thereof and shall maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses and shall duly pay all premiums and other moneys necessary for effecting and keeping up such insurances within one week of the same becoming due and shall on demand produce to the Lender copies of the policies of such insurance and copies of the receipts for such payments and if default shall at any time be made by the Company in effecting or keeping up such insurance as aforesaid or in producing any such policy or receipt to the Lender on demand the Lender may take out or renew such insurances in any sum which the Lender may think expedient and all moneys expended by the Lender under this provision shall be deemed to be properly paid by the Lender
- 7 It is agreed and acknowledged that
- 7 1 the provisions of paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 3 of this Debenture so that the floating charge shall be a "qualifying floating charge" for the purposes of the Insolvency Act 1986,
- 7 2 at any time after the Lender shall have properly demanded payment of any moneys hereby secured and such moneys have not been paid in full on the due date or within any applicable grace period the Lender shall be entitled (though not obliged) to exercise the powers conferred by the said paragraph 14 of Schedule B1 to the Insolvency Act 1986 to appoint an administrator of the Company
- 8 The Company hereby irrevocably appoints the Lender as the attorney of the Company for the Company and in its name and on its behalf and as its act and deed or otherwise to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes pursuant to this Debenture or by law
- 9 All reasonable costs charges and expenses properly incurred by the Lender and all other moneys paid by the Lender in perfecting or otherwise in connection with this security or in respect of the undertaking and assets hereby charged including (without prejudice to the generality of the foregoing) all moneys expended by the Lender under Clause 6 and all costs of the Lender of all proceedings by whomsoever brought for the enforcement of the security hereby constituted or obtaining payment of the moneys hereby secured or arising out of or in connection with any act done by the Lender as Debenture holder shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly (until so reimbursed) and shall be charged on the undertaking and assets of the Company and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may or (but for the said charge) would have for the moneys hereby secured or any part thereof

- 10 To the extent (if at all) that there is any inconsistency between the undertakings covenants representations and warranties set out in this Debenture and those set out in the Facility Letter then (to that extent but not otherwise) the relevant provisions of the Facility Letter shall prevail
- 11 After the Company ceases to be under any liability (be it actual or contingent) to the Lender the Lender will thereafter at the request and cost of the Company release this Debenture and otherwise discharge this security
- 12 In this Debenture where the context so admits the expression "the Lender" shall include persons deriving title under the Lender and any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force
- 13 This Debenture shall be construed in accordance with and governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts in respect of any proceedings or other matters arising hereunder or in connection herewith

IN WITNESS whereof this document has been executed by the parties as a deed the day and year first before written

Executed as a deed by **PARKSIDE  
DEVELOPMENT COMPANY  
LIMITED** acting by a director in the  
presence of

Signature 	Director
---	----------

Signature of witness   
Name (in BLOCK CAPITALS) JAREK KWIATKOWSKI  
Address 23 PARKSIDE RD LUTON  
LONDON SW15 5HS

SIGNED as a Deed for and on behalf of )  
AHLI UNITED BANK (UK) PLC )

