

MG01

003895/13

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 to re-
particulars of a charge for a S
company To do this, please use
form MG01s

MONDAY



LPC3PJHE

LD2

26/04/2010

45

COMPANIES HOUSE

1 Company details for official use

Company number 0 2 8 4 9 3 1 6

Company name in full Urban Retreats Limited (the "Company")

→ **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 ^d1 ^m0 ^m4 ^y2 ^y0 ^y1 ^y0

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 granted by the Company in favour of Fairford (as such term is defined below) (the
"Debenture")

4 Amount secured

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

Amount secured All moneys, obligations and liabilities whether principal, interest or
otherwise which may now or at any time in the future be due, owing or
incurred by the Company to Fairford pursuant to the share purchase
agreement dated 21 April 2010 made between Fairford and Fairford
Holdings Limited (as sellers), Mr George Hammer (as purchaser) and
the Company and Sunrise Marine Limited (as guarantors) (the "Share
Purchase Agreement"), whether actual or contingent and whether
alone severally or jointly with any other person, as principal,
guarantor, surety or otherwise, together with interest, charges and
other expenses which Fairford may charge the Company in
accordance with the Share Purchase Agreement and/or the
Debenture or otherwise incur under the Share Purchase Agreement
(the "Secured Liabilities")

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

MG01

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 Fairford Holdings United Kingdom Limited ("Fairford")

Address Cedar House, Hazell Drive, Newport, Gwent

Postcode N P 1 0 8 F Y

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

Short particulars

Please see attached continuation sheet /

Continuation page

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

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
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">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>K B L Gatis LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

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 Gareth Lawson

Company name K&L Gates LLP

Address 110 Cannon Street

Post town London

County/Region

Postcode EC4N 6AR

Country England

DX 58 London/Chancery

Telephone 020 7360 8113



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

MG01 - continuation page

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 The Company with full title guarantee and as a continuing security charges with the payment and/or discharge of all moneys, obligations and liabilities covenanted by the Debenture to be paid or discharged by the Company</p> <p>(a) by way of first legal mortgage all estates or interests in freehold and leasehold property of the Company and any part or parts of it and including all rights attached or related to it but now vested in the Company (whether or not registered at Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,</p> <p>(b) by way of first fixed charge</p> <p>(i) all estates or interests in all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,</p> <p>(ii) all present and future plant and machinery now or in the future belonging to the Company (not otherwise charged under the Debenture), its interest in any plant or machinery in its possession and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),</p> <p>(iii) all cash at bank, all book debts, other debts and monetary claims now or in the future due or owing to the Company and the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item mentioned above,</p> <p>(iv) all stocks, shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving from them or pertaining to them and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(v) all goodwill of the Company, all its uncalled capital for the time being and any beneficial interest, claim or entitlement the Company has in any pension fund,</p> <p>(vi) all rights and interest in and claims under all insurance or assurance policies held or to be held by or insuring to the benefit of the Company,</p> <p>(vii) all patents, trade marks, trade names, service marks, designs and other intellectual property rights, choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Company,</p> <p>(viii) all right, title and interest of the Company in and to</p> <p>(A) all payments made under any and all present and future insurance policies to which the Company is entitled, and</p> <p>(B) any agreement to which the Company is a party except to the extent that it is subject to any fixed security created under any other term of the Debenture, and</p> <p>(c) by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever both present and future other than the property and assets from time to time effectively charged to Fairford by way of legal mortgage or fixed charge or assignment by the Debenture</p>	

MG01 - continuation page

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>Please note, inter alia, that</p> <ol style="list-style-type: none"> 2 Fairford may convert the first floating charge created by Clause 2 1(c) (Charge) of the Debenture (as set out at paragraph 1(c)) at any time by notice in writing to the Company into a first fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charge created by the Debenture shall unless otherwise agreed in writing by Fairford automatically and without notice be converted into a fixed charge <ol style="list-style-type: none"> (a) in respect of any undertaking, property and assets in respect of which the Company creates, permits to subsist or suffers any security interest (other than the Debenture) in breach of Clause 3(a) (Restrictions on dealing) of the Debenture (as set out at paragraph 4(a)), (b) in respect of all the undertaking, property and assets charged under Clause 2 1(c) (Charge) of the Debenture (as set out at paragraph 1(c)) if and when the Company ceases to carry on business or to be a going concern, (c) in respect of all the undertaking, property and assets charged under Clause 2 1(c) (Charge) of the Debenture (as set out at paragraph 1(c)) on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company <p>The provisions of Clause 2 2 of the Debenture (as set out at this paragraph 2) shall not preclude the floating charge created by Clause 2 1(c) (Charge) of the Debenture (as set out at paragraph 1 (c)) from becoming fixed in any of the events in which it would do so under the general law</p> 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge created by Clause 2 1(c) (Charge) of the Debenture (as set out at paragraph 1(c)) and such floating charge is a qualifying floating charge for the purposes of such paragraph 4 The Company shall not (either in a single transaction or in a series of transactions and whether related or not and whether voluntary or involuntary) without the prior written consent of Fairford <ol style="list-style-type: none"> (a) create or attempt to create or permit to subsist or suffer any mortgage, charge, pledge, hypothecation, lien or other security interest on any of its assets, other than the Debenture, (b) part with, sell, transfer, lease, lend or otherwise dispose of the whole or any part of its rights, undertaking, property or assets or enter into any agreement or grant any option for any such sale, transfer, lease, loan or other disposal (save, in the case of its undertaking, property and assets the subject solely of a floating charge under the Debenture but not otherwise, in its normal course of trading as now carried on (but excluding unprecedented and exceptional transactions) and at not less than market value), 	

MG01 - continuation page

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>(c) part with possession of any freehold or leasehold property or any part or parts of it (otherwise than on the determination of any lease, tenancy or licence), grant or agree to grant any option or any lease, licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 and 100 of the Law of Property Act 1925, provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture who, being an agent of the Company, may grant or accept surrenders of leases without restriction,</p> <p>(d) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same,</p> <p>(e) vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its leasehold properties,</p> <p>(f) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its leasehold or freehold properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or 3 to the Land Registration Act 2002) affecting any such property, or</p> <p>(g) do or cause or permit or suffer to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of its rights, property or undertaking or the security created by the Debenture</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2849316
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 APRIL 2010
AND CREATED BY URBAN RETREATS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO FAIRFORD HOLDINGS UNITED KINGDOM LIMITED
(FAIRFORD) 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
26 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 APRIL 2010



Companies House
— for the record —

DT
SA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES