

MG01

Particulars of a mortgage or charge

0041 23/13



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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

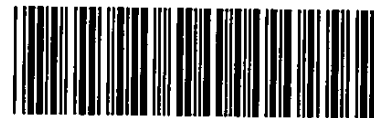
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



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10/08/2012

#295

COMPANIES HOUSE

1

Company details

Company number

0 4 2 1 7 6 1 2

Company name in full

Grainger (Clapham) Limited ("**Chargor**")

2

For official use



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 7 0 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

Debenture dated 27 July 2012 and made between (1) the Chargor and (2)
HSBC Bank plc ("**Deed**").

4

Amount secured

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

Amount secured

All monies from time to time due or owing and all
other actual or contingent liabilities from time to
time incurred by the Chargor to the Lender
(including any under any Hedging Agreement)
("**Secured Liabilities**")

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (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 HSBC Bank plc ("**Lender**")

Address North West Corporate Banking Centre

2nd Floor, 4 Hardman Square, Manchester

Postcode M 3 3 E G

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1. DEFINITIONS**Accounts** means

- (a) Account No. 30069760 designated "General Account",
- (b) Account No 73002926 designated "Exchanged Deposit Account";
- (c) Account No 23002950 designated "Cash Deposit Account"; and
- (d) Account No 73002934 designated "Sales Proceeds Account".

all held with the Lender at its branch at Spinningfields, Manchester, sort code 40-20-80.

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

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Facility Letter means the facility letter dated 27 July 2012 entered into between the Chargor as borrower and the Lender as lender,

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Chargor and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities,

continued/.

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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 Nil.

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 DLA Paper UK LLP

X

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

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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 Hans Scheiwiller

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 D L

Country

DX DX 14304 MANCHESTER 1

Telephone 0161 235 4027



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 DEFINITIONS (Continued)

Lease means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations;

Material Agreement means none;

Permitted Security has the meaning given to that term in the Facility Letter,

Property means all the real property from time to time subject to the Security Interests created by the Chargor in favour of the Lender,

Receiver means an administrative receiver, a receiver and/or manager of any or all of the Chargor's assets appointed by the Lender under the Security;

Security means the Security Interests created or intended to be created by or pursuant to the Deed;

Security Assets means all the Chargor's assets from time to time the subject of Security;

Security Interest means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and

Shares means the shares and associated rights referred to in clause 4.1(e) of the Deed

2 COVENANT TO PAY

2.1 Covenant to pay

The Chargor shall pay or discharge each of the Secured Liabilities when the same fall due for payment.

2.2 Further advances

The Deed is made to secure any further advances or other facilities but it does not create any obligation on the Lender to make any further advances or make other facilities available.

Continued/.

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3. SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the discharge of the Secured Liabilities

3 2 Qualifying floating charge

- (a) Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed
- (b) Each floating charge created by the Deed is a qualifying floating charge for the purposes of the Insolvency Act 1986

4. FIXED SECURITY

4 1 Fixed charges

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which the Chargor from time to time has an interest:

- (a) by way of first legal mortgage
 - (1) the real property specified in schedule 1 of this form MG01; and
 - (11) all other real property (if any) at the date of the Deed vested in, or charged to the Chargor (not charged by clause 4 1(a)(1) of the Deed);
- (b) by way of first fixed charge:
 - (1) all other real property and all interests in real property (not mortgaged by clause 4.1(a) of the Deed),
 - (11) all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (111) the proceeds of sale of all real property; and
 - (1v) the benefit of any rental deposit given or charged to the Chargor by any occupier of any real property;

continued/ .

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4 FIXED SECURITY (continued)

- (c) by way of first fixed charge (insofar as not mortgaged by clause 4.1(a) of the Deed or charged by clause 4.1(b) of the Deed) all present and future rents and other sums due to the Chargor under any Lease,
- (d) by way of first fixed charge all plant and machinery (insofar as not mortgaged by clause 4.1(a) of the Deed or charged by clause 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge
 - (i) the shares referred to in schedule 2 of this form MG01 (if any), and
 - (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned by the Chargor or held by a nominee, trustee, fiduciary or clearance system on the Chargor's behalf or in which the Chargor has an interest at any time (not charged by clause 4.1(e)(i) of the Deed),

in each case, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (f) by way of first fixed charge all the Chargor's Accounts and all the Chargor's other accounts with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts,
- (g) by way of first fixed charge all the rights the Chargor has from time to time in respect of any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (whether registered or unregistered) and the benefit of all applications for and rights to use such assets,

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4 FIXED SECURITY (continued)

(h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)

(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the Chargor's business or the use of any of the Chargor's assets, and

(11) any letter of credit issued in the Chargor's favour and all bills of exchange and other negotiable instruments held by the Chargor,

(1) by way of first fixed charge all of the Chargor's goodwill and uncalled capital.

4 2 Security assignments

(a) The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of the Chargor's present and future right, title and interest in and to:

(1) (to the extent not mortgaged or charged by clause 4.1 (Fixed charges) of the Deed) all present and future rents and other sums due to the Chargor under any Lease;

(11) each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them;

(111) each Material Agreement (if any) together with all rights and remedies in connection with each Material Agreement and all proceeds and claims arising from them,

(1v) all insurance policies, claims under those insurance policies and all proceeds of those claims under the insurance policies,

(v) all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Chargor or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>4 FIXED SECURITY (continued)</p> <p>(vi) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing; and</p> <p>(vii) all proceeds of any of the foregoing not otherwise assigned under this clause 4.2 of the Deed.</p> <p>(b) To the extent that any right referred to in clause 4.2(a) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Chargor's present and future rights and claims to any proceeds of such rights.</p> <p>5 FLOATING CHARGE</p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future:</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges) of the Deed, clause 4.2 (Security assignments) of the Deed or any other provision of the Deed, and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p>6 CONVERSION OF FLOATING CHARGE</p> <p>6.1 Conversion by notice</p> <p>The Lender may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice.</p> <p>6.2 Small companies</p> <p>The floating charge created under the Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained in respect of the Chargor under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium)</p> <p>6.3 Automatic conversion</p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p>	
	Continued/ ...	

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6 CONVERSION OF FLOATING CHARGE (continued)

6.3 Automatic conversion (continued)

- (a) in relation to any asset which is subject to a floating charge if.
- (1) the Chargor creates or attempts or purports to create any Security on or over the relevant asset without the prior consent of the Lender other than Permitted Security; or
 - (11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such asset, and
- (b) over all the Chargor's assets which are subject to a floating charge if an administrator under the Insolvency Act 1986 is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator

6.4 Scottish property

Clause 6.3 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

6.5 Partial conversion

The giving of a notice by the Lender pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any class of the Chargor's assets shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

7. GENERAL UNDERTAKINGS

7.1 Negative pledge

The Chargor shall not create or permit to subsist any Security Interest without the consent of the Lender other than Permitted Security

7.2 No disposals

Unless the Lender consents, the Chargor shall not make any disposal of the Security Assets without the consent of the Lender

continued/ ..

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8 FURTHER ASSURANCE

The Chargor shall at the Chargor's expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for:

- (a) giving effect to, perfecting or protecting the Security,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver, or
- (d) perfecting any Security over any assets acquired by the Chargor after the date of the Deed

9. SET-OFF

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid or any contingent obligation from the Chargor against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

SCHEDULE 1

The Property

The freehold land and buildings at Macaulay Road, Clapham, London SW4 0QP registered at the Land Registry under title numbers LN 92888, TGL 299618, TGL 185370, SGL 274137, TGL 227247, SGL 253977, SGL 268066 and TGL 1050915 together with all the Chargor's estate right and interest in any areas of land which are situated between or surrounded by the land edged red on the file plan of each such title.

SCHEDULE 2

Shares

None

continued/.....

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10. DELEGATION AND APPOINTMENT OF ATTORNEYS

10 1 Delegation

- (a) The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under the Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit.
- (b) The Lender shall not be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates

10 2 Attorneys

- (a) By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under clause 20.1 (*Delegation*) of the Deed separately to be the Chargor's attorney on the Chargor's behalf and in the Chargor's name
 - (1) to execute and do any documents, acts and things which the Chargor is required to execute and do under the Deed or any other document relating to the Secured Liabilities, and
 - (11) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by the Deed any documents relating to the Secured Liabilities or by law on the Lender or any Receiver
- (b) The Chargor must ratify and confirm and agree to ratify and confirm anything which any of the Chargor's attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 20.2 (*Attorneys*) of the Deed.



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

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

**COMPANY NO. 4217612
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2012
AND CREATED BY GRAINGER (CLAPHAM) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HSBC BANK PLC 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 10 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES