

MG01

Particulars of a mortgage or charge



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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 reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

WEDNESDAY



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04/08/2010

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COMPANIES HOUSE

1 Company details

Company number 0 5 1 8 3 0 3 9

Company name in full Colony Developments (South Kensington) Limited
(the "Company")

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 d2 d8 m0 m7 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 Security over benefit of agreement relating to 225 Earls Court Road,
London ("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 Company to the Lender
("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 Clydesdale Bank PLC ("**Lender**")

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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. Property to be charged

As security for the repayment of the Liabilities charged by the Deed the following is charged by way of a first fixed legal charge:

- (a) The present and future rights title and interest in and to the Contract;
- (b) sums which shall from time to time become payable to the Company by the Counterparty or otherwise under the Contract or any provision of it,
- (c) The Company's rights arising out of or in connection with any breach or default by the Counterparty or any other party to the Contract of or under any of the terms, obligations, covenants, undertakings or conditions of the Contract whether in respect of the Property or otherwise,
- (d) the benefit of all sums recovered in any proceeding against the Counterparty ("**Charged Property**")

2. Covenants and undertakings

The Company agreed not to during the currency of the Deed without the prior written consent of the Lender

- (a) make or vary or consent to any modification or variation of the terms of the Contract,
- (b) consent or agree to any waiver or release of any obligation of the Counterparty or of any other relevant person under the Contract,
- (c) give or agree to give any time or other indulgence to the Counterparty in respect of its obligations in respect of the Contract,

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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 866)

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 870) 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)

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Signature

Please sign the form here

Signature

Signature

X *QWA Piper UK 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 Edward Finley

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode

E

C

2

V

7

E

E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 796 6636



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) make or agree to any claim that the Contract is in any manner frustrated, rescinded, terminated, repudiated or otherwise at an end or that the Contract is in any way waived or discharged,</p> <p>(e) rescind, cancel or terminate the Contract or accept any breach of it or default thereunder as repudiatory;</p> <p>(f) further assign or create any charge, mortgage or other encumbrance over the Charged Property, and</p> <p>(g) take or omit to take any action the taking or omission of which would or might result in any impairment of the Charged Property</p> <p>3. Further assurance</p> <p>The Company shall at its expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for.</p> <p>(a) giving effect to, perfecting or protecting the Security,</p> <p>(b) facilitating the realisation of the Charged Property,</p> <p>(c) facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver, or</p> <p>(d) perfecting any Security over any assets acquired by the Company after the date of the Deed</p> <p>4. Set-off</p> <p>(a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid or any contingent obligation from the Company against any obligation (whether or not matured) owed by the Lender to the Company, regardless of the place of payment, booking branch or currency of either obligation</p> <p>(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.</p> <p>5. Attorneys</p> <p>(a) By way of security, the Company irrevocably appointed the Lender, every Receiver and every delegate or sub-delegate appointed under clause 14 1 (Delegation) of the Deed separately to be the Company's attorney on the Company's behalf and in the Company's name:</p> <p>(i) to execute and do any documents, acts and things which the Company is required to execute and do under the Deed, the Contract or any other document relating to the Charged Property, and</p> <p>(ii) 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 Liabilities or by law on the Lender or any Receiver</p> <p>(b) The Company ratified and confirmed and agreed to ratify and confirm anything which any of the Lender's attorneys may do in the proper and</p>	

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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

lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 5.

6. Continuing security

The Security is continuing security and shall secure the ultimate balance of the Liabilities, notwithstanding:

- (a) intermediate payment or discharge of the whole or part of the Liabilities;
- (b) the Company's liquidation or other incapacity or any change in the Company's constitution, name or style,
- (c) any change in the Lender's constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person; or
- (d) any other event, matter or thing

7. Additional to other rights

The Security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security Interest or other right which may be or have been created (by the Company or otherwise) in favour of the Lender. Accordingly, the Company's liability under the Deed shall not be prejudiced or affected by, and the Deed may be enforced notwithstanding:

- (a) the existence or invalidity of all or any of those rights, or
- (b) at any time, the Lender exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of those rights.

8. Definitions

"Contract" means each of the documents listed in schedule 1 (*Documents*),

"Counterparty" means each of the counterparties referred to in the document listed in schedule 1 (*Documents*);

"Property" means the freehold property situate at and known as 225 Earls Court Road, London registered at the Land Registry under title number BGL37624,

"Receiver" means an administrative receiver, a receiver and/or manager of any or all of your 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 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.

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6 Short particulars of all the property mortgaged or charged

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SCHEDULE 1

Documents

Date	Document	Parties
28 July 2010	Sale Agreement	Colony Developments (South Kensington) Limited (1) Tuba Resources Limited (2)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5183039
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY OVER BENEFIT OF
AGREEMENT DATED 28 JULY 2010 AND CREATED BY COLONY
DEVELOPMENTS (SOUTH KENSINGTON) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLYDESDALE BANK PLC ("LENDER") ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 4
AUGUST 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 AUGUST 2010



Companies House
— for the record —



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