

MG01

Particulars of a mortgage or charge



143924/13

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

FRIDAY



L178FP18

LD6

20/04/2012

#37

COMPANIES HOUSE

1

Company details

Company number

0 5 6 6 4 8 5 7

Company name in full

Maxillia Properties Limited (the "Borrower")

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

d 1 d 8 m 0 m 4 y 2 y 0 y 1 y 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 (the "Deed")

4

Amount secured

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

Amount secured

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under this deed (the "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

Continuation page

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

Name Barclays Bank PLC

Address One Churchill Place

Canary Wharf, London

Postcode E 1 4 5 H P

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 By way of legal mortgage:
 - (a) the Property, and
 - (b) any other freehold or leasehold property now vested in the Borrower.
2. By way of fixed charge each of the following including all rights of enforcement of the same:
 - (a) the Borrower's interest in any freehold or leasehold property acquired after the date of the Deed and abutting or near to the Property and used as part of or in connection with the Property;
 - (b) the Borrower's interest in the Building Contract, the Professional Contracts, the Sale Agreements, the Occupational Leases, the Licences, the Headlease, any Hedging Arrangement (and any other hedging arrangement in which it has an interest whether or not in relation to the Finance Documents) and all agreements, in which the Borrower has an interest, in respect of the management and/or operation of the Charged Assets and/or the Business and/or the Development, including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;
 - (c) all fixtures and fittings (in respect of the Charged Assets) and (except to the extent that the Borrower is a natural person) the Movables, the Manuals and the benefit of all guarantees, warranties and representations given or made in respect of any of them;
 - (d) all easements and other rights at any time vested in, or conferred on, the Borrower in connection with or otherwise for the benefit of the Charged Assets and/or the Business;
 - (e) the Borrower's interest (whether as beneficiary or trustee) in any Trust;
 - (f) the Investments;
 - (g) the Borrower's Intellectual Property;
 - (h) if applicable the Borrower's uncalled capital;
 - (i) the Borrower's right, title and interest in the Business including the present and future goodwill of the Business;

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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

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)

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Signature

Please sign the form here

Signature

Signature

X *Bernie Loughton Partner 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 Nick Larkman (27690.79)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

- (j) the present and future interest of the Borrower in the Licences and all rights now or in future attaching to them;
- (k) where the Borrower is (by virtue of an estate or interest in the Property) entitled to a share or shares in any residents or management company connected with the Property all such share or shares and all rights benefits and advantages at any time arising in respect of the same and the Borrower thereby covenanted with the Security Trustee by way of fixed equitable charge that the Borrower will (if the Security Trustee so requires) transfer such share or shares to the Security Trustee or as it may direct.

3. By way of security assignment each of the following including all rights of enforcement of the same:
 - (a) the Rents;
 - (b) (except to the extent that the Borrower is a natural person) the Debts;
 - (c) the Sale Proceeds;
 - (d) the Accounts and any other accounts of the Borrower;
 - (e) all monies standing to the credit of the Accounts and any other accounts of the Borrower;
 - (f) the Insurances;
 - (g) the benefit of the copyright and rights in the nature of copyright vested in the Borrower from time to time in any plans, specifications and negatives prepared for or in connection with the Property and/or the Development and/or the Business and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment on it and the implied licence of the Borrower in any such plans, specifications and negatives the copyright of which is not vested in the Borrower;
 - (h) all Causes of Action;
 - (i) the monies payable to the Borrower under any Hedging Arrangement;
 - (j) the benefit of any Compensation Payment;
 - (k) the Borrower's interest in any VAT recoveries in respect of the Charged Assets and/or the Business and /or the Development.
4. By way of floating charge all the assets, property and undertaking of the Borrower both present and future, including all its goodwill and uncalled capital for the time being.

NOTES:

1. The Deed provides that the provisions of paragraphs 1, 2 and 3 above shall only apply to the extent that they create fixed security, and the provisions of paragraph 4 above shall not apply to any Charged Asset which is the subject of fixed security under paragraphs 1, 2 or 3 above
2. The Deed provides that the Security Trustee may at any time by written notice to the Borrower convert the floating charge created by the Deed into a fixed charge as regards any Charged Asset specified in the notice where, in the opinion of the Security Trustee, such Charged Asset is at risk of becoming subject to any encumbrance or is otherwise in jeopardy. The Security Trustee may by notice to the Borrower reconvert any charge over any Charged Asset specified in a notice under this provision into a floating charge.
3. The Deed provides that at any time on demand by the Security Trustee, the Borrower shall procure an absolute assignment of the Relevant Contracts

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6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>4. The Deed provides that the Borrower shall execute and do at its own cost and in such form as reasonably required by the Security Trustee such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Business and/or the Charged Assets in connection with the Deed including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by the Deed on any Charged Asset.</p> <p>5. The Deed provides that the Borrower shall not, without the prior written consent of the Agent:</p> <ul style="list-style-type: none"> (a) create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets (other than a Permitted Security Interest, as defined in the Facility Agreement) nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and to ensure that the Charged Assets remain subject to the security created by the Finance Documents; (b) (save, in each case, for the Permitted Disposals, as defined in the Facility Agreement) in relation to the Charged Assets charged by way of fixed charge: <ul style="list-style-type: none"> (i) sell, convey, assign, release, dispose, realise, part with possession, share or transfer any of them or any interest in them; (ii) grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them; nor (c) otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Finance Documents, nor suffer or permit any set-off or other third-party rights in respect of them to arise otherwise than at market value in the ordinary course of the Business <p>6. The Deed provides that following an Event of Default or Potential Event of Default or where, in the opinion of the Security Trustee any of the Charged Assets are at risk of becoming subject to any encumbrance or are otherwise in jeopardy, the Security Trustee may (without notice to or consent from the Borrower and in the Borrower's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise</p> <p>7. The Deed provides that at any time while an Event of Default continues and without further notice to the Borrower the Security Trustee, the Agent and/or the Lenders may combine or consolidate any accounts of the Borrower (or any other monies held by any of them to the account of the Borrower) of any nature and/or set-off or transfer any monies standing to the credit of any such accounts in or towards satisfaction of the Liabilities. The Security Trustee, the Agent and/or the Lenders may exercise its rights under this provision even where such monies have been deposited with any of them for a specific period and such period has not expired.</p> <p>8. The Deed contains or incorporates the following definitions:</p> <p>"Account Bank" means Barclays Bank PLC or such other clearing bank now or in the future with whom the Agent nominates the Accounts are held,</p>	

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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>"Accounts" means the Operating Account, the Proceeds Account and such other accounts maintained by the Borrower under the Finance Documents.</p> <p>"Agent" means Barclays Bank Plc as agent</p> <p>"Architect" means OSEL Architecture Limited, 26 Oldbury Place, London W1U 5PR;</p> <p>"Borrower" means Maxillia Properties Limited (company number 05664857) whose registered office is at Heron House, 109-115 Wembley Hill Road, Wembley, Middlesex HA9 8DA</p> <p>"Building Contract" means the fixed price design and build contract entered into or to be entered into by the Borrower with the Contractor in a form approved by the Agent and each and every contract, bond or guarantee relating to the Development in which the Borrower has any benefit.</p> <p>"Business" means the business of being the legal and beneficial owner of the Property carried on by the Borrower and carrying out the Development.</p> <p>"Causes of Action" means all causes of action and other rights and remedies which the Borrower has or may have in relation to the Charged Assets including those against its professional and other advisers and contractors.</p> <p>"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time in respect of which a Security Interest has been created or intended to be created under a Finance Document and the subject matter of each of them.</p> <p>"Commercial Space" means 20,000 square feet of commercial space at the Property.</p> <p>"Compensation Payment" means monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise</p> <p>"Contractor" means Mizen Design Build Limited, Heron House, 109-115 Wembley Hill Road, Wembley, Middlesex HA9 8DA or such other firm agreed between the Agent (acting on the instructions of the Majority Lenders, as defined in the Facility Agreement) and the Borrower;</p> <p>"Debts" means all book debts and other debts due to the Borrower now or in the future including any sum due to the Borrower as a result of any order of the court under sections 238, 239 and/or 244 of the Insolvency Act 1986 and the Borrower's right to recover any VAT on any supplies made to it relating to the Charged Assets and/or the Business</p> <p>"Development" means the development of Private Units and the Commercial Space at the Property.</p> <p>"Event of Default" means any event specified in schedule 7 of the Facility Agreement (whether or not declared).</p> <p>"Facility Agreement" means a facility agreement dated on or about the date of the Deed and made between the Borrower (1) and the Original Lenders as listed therein (2), the Agent (3), the Security Trustee (4) and the Guarantor (5) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.</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

"Finance Documents" means each and all of the Facility Agreement, and also the Security Documents, the Collateral Warranties from the Contractor and each member of the Professional Team, the Hedging Arrangement (all as defined in the Facility Agreement) and all other documents or instruments granted or created in favour or for the benefit of the Finance Parties under the Facility Agreement and any other document so designated by any of the parties and the Agent and/or the Security Trustee now or in the future.

"Finance Parties" means each and all of the Servicing Banks, the Hedging Counterparty and the Lenders (each a **"Finance Party"**)

"Guarantor" means Galliard Homes Limited (company number 02158998) whose registered office is at 3rd Floor, Sterling House, Langston Road, Loughton, Essex IG10 3TS and Mizen Properties Limited (company number 02244745) whose registered office is at Heron House, 109 -115 Wembley Hill Road, Wembley, Middlesex HA9 8DA.

"Headlease" means any lease or underlease under which any Obligor holds the Property.

"Hedging Arrangement" means any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement in relation to the Finance Documents.

"Hedging Counterparty" means Barclays Bank Plc as hedging counterparty and their respective successors and assigns.

"Insurances" means all insurances from time to time taken out in respect of the Business and/or the Charged Assets and/or the construction of the Development and all buildings, structures, plant, machinery and equipment included in or on the Property and any Obligor's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them.

"Intellectual Property" means any existing or future rights in respect of any patent, patent application, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing.

"Investments" means the existing or future interest of the Obligors in

- (a) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity;
 - (b) any unit in any unit trust or similar scheme;
 - (c) any warrant or other right to acquire any such investment,
- together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by this deed, any income, offer, right or benefit in respect of any such investment.

"Lender" means

- (a) the Original Lender; and
 - (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 26 of the Facility Agreement;
- which, in each case, has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement;

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6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>"Licences" means each and all of the grants, authorities, licences, quotas, certificates, justices and excise licences, music and dancing licences now or in future attached to the Charged Assets and/or pertaining to the conduct of the Business, or used in connection with it.</p> <p>"Manuals" means all manuals, operating instructions, guarantees, warranties, service or maintenance agreements or records or other agreements or undertakings relating to the Development and/or the plant, machinery and equipment on the Property from time to time and, where appropriate such items belonging to third parties.</p> <p>"Movables" means (except to the extent that in law they constitute fixtures or the stock in trade of the Borrower) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets and/or the Development including all Manuals</p> <p>"Obligors" means each and all of the Borrower and the Guarantors</p> <p>"Occupational Leases" means each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to which the Obligors interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.</p> <p>"Operating Account" means an account numbered 00589160 with sort code 20-65-63 opened and/or maintained with the Account Bank for the purpose of holding the proceeds of each Utilisation (as defined in the Facility Agreement);</p> <p>"Original Lender" means Barclays Bank Plc;</p> <p>"Potential Event of Default" means any event or circumstance (whether or not declared) which, with the lapse of time and/or giving of notice, and/or the fulfilment of any other condition, might constitute an Event of Default;</p> <p>"Private Units" means each and all of the 35 private residential apartments at the Property together with 60 car parking spaces.</p> <p>"Proceeds Account" means an account numbered 33938905 with sort code 20-65-63 opened and/or maintained with the Account Bank for the purpose of holding the Sale Proceeds (when received), the Rents and the Debts;</p> <p>"Professional Contracts" means each and all of the contracts in which the Borrower has any benefit now or in future with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Property and/or the Development, including the engagements with the Professional Team and all bonds or guarantees relating to the performance of all or any of those contracts.</p> <p>"Professional Team" means each of:</p> <ul style="list-style-type: none"> (a) the Architect, (b) Mendick Waring Limited, Rex House, 354 Ballards Lane, North Finchley, London N12 0DD (M & E Design Consultants); (c) Clark Smith Partnership Limited, Matrix House, 12-16 Lionel Road, Canvey Island, Essex SS8 9DE (as structural engineer);

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Short particulars

or such other consultants and advisers appointed by the Borrower (if any) and approved by the Agent (acting on the instructions of the Majority Lenders, as defined in the Facility Agreement);

"Property" means the property details of which are set out in schedule 1 (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it.

"Relevant Contracts" means each and all of the Building Contract, the Professional Contracts, the Sale Agreements, the Occupational Leases, the Licences, the Headlease, any Hedging Arrangement, the policies and/or contracts relating to the Insurances and any other agreements now or in the future assigned or charged by the Finance Documents and all bonds or guarantees relating to the performance of all or any of those contracts,

"Rents" means all rents and other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them and all insurance monies payable in respect of their loss

"Sale Agreements" means each and all of the agreements now or in the future in force for the sale or other disposal or realisation of the Property and/or the Units, including a sale by the grant of a lease at a premium, but excluding the grant of a lease at a full open market rent.

"Sale Proceeds" means all capital monies or other sums or other consideration payable in respect of the Sale Agreements (whether before, at or after completion) including any VAT (if any) payable on them.

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;

"Security Trustee" means Barclays Bank Plc as security trustee including its successors and assigns;

"Servicing Banks" means each and all of the Agent and the Security Trustee.

"Trust" means any trust or trust fund including any pension fund surplus

"VAT" means value added tax or any similar or substitute tax

Schedule 1 The Property

Leasehold land known as land on the east side of Shirley Street, London registered at the Land Registry under title number EGL529128.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5664857
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 APRIL 2012
AND CREATED BY MAXILLIA PROPERTIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTIES 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 20 APRIL 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 APRIL 2012

Dt



Companies House
— for the record —



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