

MG01

Particulars of a mortgage or charge



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LASERFORM

Composite cha 023938/26

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 Scottish
company. To do this, please use
form MG01s

WEDNESDAY



PC5 10/03/2010 235
COMPANIES HOUSE

1 Company details		For official use
Company number	0 5 8 7 1 5 7 3	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Cardiff Estate Co (Number 1) Limited (the "Chargor")	
2 Date of creation of charge		
Date of creation	09 03 2010	
3 Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Composite Debenture (the "Debenture")	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Chargor to the Lender from time to time including, without limitation, all or any monies, liabilities and obligations due by the Chargor under or pursuant to the Debenture (the "Secured Obligations").	
		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	N M Rothschild & Sons Limited (the "Lender")
Address	New Court, St Swithins Lane
	London
Postcode	E C 4 P 4 D U
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

The Chargor charges

- by way of first legal mortgage, all estates and interests in the Property together with the Premises and the Fixtures on and in them, and the Ancillary Rights pertaining to them;
- by way of legal charge all estates and interests in all freehold or leasehold properties now or hereafter belonging to it together with the Premises and the Fixtures on and in them and the Ancillary Rights pertaining to them.
- by way of first fixed charge, all plant, machinery and other chattels now or hereafter owned by it to the extent that they relate to the Property, and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) to the extent that they relate to the Property together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person to the extent that they relate to the Property, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto.
- by way of first fixed charge, all monies, whether principal or interest, accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of each Account and any other present or future account of the Chargor with the Lender, the debts thereby represented, and all other rights and benefits in connection therewith
- by way of first fixed charge (except to the extent the subject of a valid fixed Security Interest under any other provision of the Debenture), all Rental Income together with the benefit of all guarantees, indemnities, Security Interests and other rights of any nature now or hereafter held or enjoyed by it in relation thereto to the extent that they relate to the Property.

MG01

Particulars of a mortgage or charge

7 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

None

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).

9 Signature

Please sign the form here

Signature

Signature

X S Roderon Per MCGAUSORSLUP X

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

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 Samantha Rollason

Company name MCGRIGORS LLP

Address

Post town

County/Region

Postcode

Country

DX DX 14436 MANCHESTER

Telephone 0161 662 8000



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 NR 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

The Chargor charges by way of first fixed charge:

- o the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder;
- o all sums, realised or recovered by any liquidator or administrator of the Chargor pursuant to Part VI of the Insolvency Act 1986,
- o its goodwill; and
- o its uncalled capital

The Chargor assigns by way of security:

- the benefit of and its whole present and future rights under the Specified Agreements and all other contracts or agreements to which it is or may at any time hereafter be or become a party to the extent that they relate to the Property and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Chargor under or in respect thereof and all the Chargor's present and future claims, rights, remedies and causes of action thereunder.
- the benefit of and its whole present and future rights and claims under or in respect of, the Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable thereunder, including return of premiums
- all Rental Income, and the benefit of all guarantees, indemnities and Security Interests now or hereafter held or enjoyed by it in relation thereto
- the benefit of and its whole present and future rights under any hedging agreements relating to the Facility Agreement from time to time
- the benefit of and its whole present and future rights under the Collateral Warranties.

Floating Charge

In security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges by way of floating charge, its whole undertaking, property, rights and assets, present and future, except to the extent they are effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under or pursuant to the Debenture (including any such property rights or assets comprised in a charge which is reconverted under Clause 3.5 of the Debenture, or any other mortgage, fixed charge or assignment in favour of the Lender.

DEFINITIONS

"Accounts" means the Receipts Account and all other bank accounts in the name of the Chargor into which Rental Income and/or any other income relating to the Property and/or any proceeds of sale or insurance relating to all or any part of the Property is paid from time to time;

MG01 - continuation page

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"Agreements for Lease" means the agreements for lease entered into or to be entered into between the Chargor and the tenants of the Property

"Ancillary Rights" means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Property and all monies paid or payable thereunder,

"Appointments" means the contracts of appointment of each member of the Professional Team and being in a form approved by the Lender (acting reasonably);

"Architect" means the architect appointed by the Chargor from time to time in connection with the Development with the prior approval of the Lender (acting reasonably),

"Building Contract" means the fixed price JCT design and build contract (in the latest form) relating to the Development between the Contractor, the Chargor and others and being in form and substance acceptable to the Lender (acting reasonably),

"Collateral Warranties" means the deeds of collateral warranty including step in rights in connection with the Development in favour of the Lender and in form and substance acceptable to the Lender from each member of the Professional Team,

"Contractor" means the contractor appointed by the Chargor from time to time in connection with the Development with the prior approval of the Lender (acting reasonably),

"Development" means the development at the Property authorised by the Planning Permission and comprising the development of 2 new retail units;

"Facility Agreement" means the facility agreement dated on or around the date of this Deed between the Chargor and others (as borrower) and the Lender,

"Insurances" means all policies or contracts of insurance or assurance now or hereafter effected by the Chargor or on its behalf or in which it may have an interest to the extent that they relate to the Property and/or the Rental Income,

"Occupational Lease" means any occupational lease or tenancy of or licence to occupy all or any part of the Property (and in each case any agreement therefore) and any document supplemental thereto;

"Planning Permission" means in respect of the Property and each case being satisfactory to the Lender (acting reasonably):

MG01 - continuation page

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- (a) detailed /full planning permission for the Development, and
- (b) a signed section 106 agreement relating to the Development; and
- (c) any section 278 agreements or any other statutory licences relating to the Development,
- or such alternative varied or altered documents as may be approved by the Lender (acting reasonably) from time to time,
- "Professional Team"** means the Contractor, the Architect, each Sub-Contractor and each other professional employed by the Chargor and/or any other member of the Professional Team in connection with the Development with the approval of the Lender and which the Lender and the Chargor agree will form part of the Professional Team for the purposes of this agreement;
- "Property"** means the property known as units 6 and 7 Avenue Retail Park, Newport Road, Cardiff, being part of the land registered under title number CYM2610109,
- "Receipts Account"** means the account in the name of the Chargor and others with the Royal Bank of Scotland plc into which all deposits, Rental Income, other income and sale proceeds relating to the Property shall be paid by the Chargor from time to time and charged in favour of the Lender pursuant to the Debenture;
- "Rental Income"** means the aggregate of all amounts received in cash by the Chargor in connection with the letting of the Property or any part or parts thereof from time to time and which for these purposes shall include (without limitation) each of the following amounts
- (a) rent, premium, licence fees (and any amount equivalent thereto) (whether it is variable or not) and however or wherever it is described, reserved or made payable;
- (b) any payment from a guarantor or other security in respect of any of the items listed in this definition,
- (c) any increases of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927;
- (d) any rent payable by virtue of a determination made by the Court under Section 24A of the Landlord and Tenant Act 1954,

MG01 - continuation page

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(e) any other monies payable in respect of the occupation and/or usage of the Property and every fixture and fitting therein, and any and every fixture thereon for display or advertisement, on licence or otherwise;

(f) any profits awarded or agreed to be payable as a result of any proceedings taken or made for the occupation or use of the Property including any proceeds paid for a breach of easement, warranty or undertaking under any Occupational Lease;

(g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees, and expenses paid (and which have not been reimbursed to, and which are not recovered by, the Chargor from any part in furtherance of such proceedings so taken or claim so made);

(h) any monies payable under any policy of insurance relating to the Property in respect of loss of rent or interest thereon;

(i) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

but after deducting where relevant an amount equal to any VAT or other taxes payable on any items listed in the paragraphs lettered (a) to (i) inclusive above,

"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Chargor which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be created by or pursuant to the Debenture,

"Security Interest" means a floating charge, standard security, debenture, mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or other security interest of any kind or any agreement or arrangements having substantially the same economic or financial effect (including any "hold back" or "flawed asset" arrangement);

"Specified Agreements" means the Agreements for Lease, the Collateral Warranties, the Building Contract, the Appointments and any Occupational Lease, and

"Sub-Contractor" means any sub-contractor with responsibility for any material element of design at the Development appointed by the Chargor or any other member of the Professional Team in connection with the Development and "Sub-Contractors" shall be construed accordingly

MG01 - continuation page

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Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5871573
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
9 MARCH 2010 AND CREATED BY CARDIFF ESTATE CO
(NUMBER 1) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO N M ROTHSCILD &
SONS LIMITED 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 MARCH 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2010



Companies House
— for the record —



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