

55

Description

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Agent" means the Chargee</p> <p>"Existing Security" means the Security or quasi Security (as the case may be) listed below</p> <p>Name of Obligor Name of counterparty Security</p> <p>Purelake Investments Limited Barclays Bank PLC First legal charge on the Bank's standard form over the freehold land at 2 Plaistow Lane, Bromley, Kent dated 27 March 2009</p> <p>Purelake Investments Limited Barclays Bank PLC First legal charge on the Bank's standard form over the freehold land on the East Side of McKerrell Road, Southwark, London (also known as Hanover Park, London) dated 21 March 2003</p> <p>Purelake Investments Limited Barclays Bank PLC First legal charge on the Bank's standard form over the leasehold land at Rye Lane Bargain Centre, Rye Lane, Peckham, London dated 27 May 2002</p> <p>Purelake Investments Limited Barclays Bank PLC First legal charge on the Bank's standard form over the freehold land at 110-114 Norman Road and 125 Greenwich High Road, Greenwich, London dated 8 May 1998</p> <p>Purelake Investments Limited Barclays Bank PLC First legal charge on the Bank's standard form over the leasehold land at Ground Floor 517-533 Lordship Lane, London dated 7 February 2002</p> <p>Purelake Investments Limited Barclays Bank PLC A cross guarantee on the Bank's standard form by and between Purelake Investments Limited (1) and Purelake New Homes Limited (2) dated 1 June 2005</p> <p>Purelake Investments Limited Barclays Bank PLC A debenture on the Bank's standard form dated 3 June 2005</p> <p>Purelake Investments Limited Barclays Bank PLC A debenture on the Bank's standard form dated 21 March 2003</p> <p>Purelake Investments Limited Barclays Bank PLC A debenture floating charge on the Bank's standard form dated 8 May 1998</p> <p>Purelake Investments Limited Barclays Bank PLC A charge over an agreement relating to 334-336 New Cross Road, London on the Bank's special form dated 28 September 1999</p> <p>"Facility" means a facility agreement dated 13 August and made between, amongst others, (1) the Company, (2) the Guarantors, and (3) the Chargee,</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facility between the Chargee and the Company setting out any of the fees referred to in Clause 11 of the Facility</p> <p>"Finance Documents" means the Facility, each Security Document, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Chargee and the Company</p> <p>"Finance Party" means the Chargee or Lender</p> <p>"Group" means the Company, the Parent and their Subsidiaries for the time being</p> <p>"Guarantor" means the Parent</p> <p>"Lenders" means any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (Changes to the Lenders) of the Facility</p> <p>"Obligors" means the Company and the Parent and each a "Obligor"</p> <p>"Parent" means Purelake Investments Limited (Company registration number 03538530)</p> <p>"Party" means a party to the Facility</p> <p>"Resignation Letter" means a letter substantially in the form set out in the Facility</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Security Document" means</p> <ul style="list-style-type: none">(a) the Debenture,(b) a debenture dated 13 August 2010 made between the Parent and the Chargee,(c) a share charge dated 13 August 2010 made between the Parent and the Chargee, and(d) a guarantee dated 13 August 2010 made between the Parent and the Chargee, <p>and any other security documents creating or evidencing the creation of any encumbrance as may from time to time be entered into by any member of the Group at the request of the Chargee in accordance with any Finance Document, any Existing Security and any other security entered into by any Obligor in favour of any of the Finance Parties prior to the date of the Facility</p> <p>"Subsidiaries" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p>	

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



Barclays Bank PLC (the "Chargee")

Address

Barclays Corporate, Level 27, 1 Churchill Place, London

Postcode

E 1 4 5 H P

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

As security for the payment and discharge of the Secured Liabilities with full title guarantee, the Company charges

- 1 By way of legal mortgage
 - (a) the Property, and
 - (b) any other freehold or leasehold property now vested in the Company
- 2 By way of fixed charge each of the following including all rights of enforcement of the same
 - (a) its interest in any freehold or leasehold property acquired after the date of this deed,
 - (b) its interest in the Relevant Contracts,
 - (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them,
 - (d) all easements, licences and other rights relating to the Property in which it has an interest,
 - (e) the Investments,
 - (f) if applicable its uncalled capital,
 - (g) its goodwill,
 - (h) the general account and any other bank accounts of the Company, and
 - (i) each of the Assigned Assets
- 3 The Company assigns subject to the provisions of clause 9 of the Facility each of the Assigned Assets including all rights of enforcement of the same
- 4 The Company charges by way of floating charge all its assets, property and undertaking both present and future

The floating charge created by this clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986,

Definitions

'Assigned Assets' means each of the following including all rights of enforcement of the same

- (a) the rent,
- (b) all monies payable in respect of and the proceeds of all book debts and other debts and all other monies due and owing to it,
- (c) all monies standing to the credit of any bank account of the Company,
- (d) the monies payable to it under any insurances relating to the Property,
- (e) the benefit of the copyright and similar rights vested in it in connection with the Property,



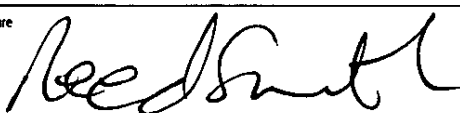
MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="341 383 1018 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="341 445 1442 636">(f) all causes of action and other rights and remedies in which it has an interest, (g) its interest under the Sale and Leaseback Contract, (h) its interest under the SPA, (i) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise, and (j) its interest in any VAT recoveries.</p> <p data-bbox="341 674 1430 763">"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them</p> <p data-bbox="341 770 1378 797">"Contractor" means Purelake New Homes Limited (Company registration number 02695040).</p> <p data-bbox="341 804 1442 893">"Development" means the construction of 40 social housing residential apartments together with associated drainage, road works, car parking and associated works in accordance with the Planning Consent</p> <p data-bbox="341 900 1342 960">"Hexagon" means Hexagon Housing Association Limited (Association registration number 19128R),</p> <p data-bbox="341 967 1182 994">"Investments" means the existing or future interest of the relevant person in -</p> <p data-bbox="341 1001 1385 1028">(a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity,</p> <p data-bbox="341 1034 1011 1061">(b) any warrant or other right to acquire any such investment,</p> <p data-bbox="341 1068 1350 1095">in each case, including any income, offer, right or benefit in respect of any such investment,</p> <p data-bbox="341 1102 1134 1128">"Parent" means Purelake Investments Limited (Company no 03538530)</p> <p data-bbox="341 1135 1442 1252">"Property" means the freehold land known as The Greyhound Public House, 313-315 Kirkdale, London SE26 4QB registered with title absolute at the Land Registry with title number 353283 and including the unregistered land shown shaded blue on the Plan attached to the Debenture including all -</p> <p data-bbox="341 1258 1385 1319">(a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,</p> <p data-bbox="341 1326 1417 1386">(b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and</p> <p data-bbox="341 1393 1214 1420">(c) easements, access-rights, rights of way, wayleaves and rights attaching to it</p> <p data-bbox="341 1426 651 1453">"Relevant Contracts" means</p> <p data-bbox="341 1460 1406 1520">(a) an agreement for underlease dated 3 June 2010 between the Company, the Sub Tenant, the Parent and the Contractor,</p> <p data-bbox="341 1527 1417 1588">(b) a JCT form of building contract in respect of the new Development to be entered into between Hexagon and the Contractor,</p> <p data-bbox="341 1594 751 1621">(c) the Sale and Leaseback Contract,</p> <p data-bbox="341 1628 1417 1677">(d) a lease to be granted by Hexagon to the Parent pursuant to the Sale and Leaseback Contract,</p> <p data-bbox="341 1684 600 1711">(e) the Underlease, and</p> <p data-bbox="341 1718 461 1744">(f) the SPA</p> <p data-bbox="341 1751 1417 1834">"Sale and Leaseback Contract" means a contract for the sale of freehold land and agreement for leaseback dated 3 June 2010 made between the Company, Hexagon, the Parent and the Contractor</p> <p data-bbox="341 1841 1417 1924">"SPA" means a share purchase agreement dated 3 June 2010 between D R Gosling and A W Gerrard as sellers (1) RA Trendle and DD Moore as interested parties and warrantors (2) and the Parent as buyer (3)</p> <p data-bbox="341 1930 1275 1957">"Sub Tenant" means 313 Kirkdale Limited (Company registration number 05979146)</p> <p data-bbox="341 1964 1334 1998">"Underlease" means the underlease to be granted to Sub Tenant pursuant to the Sale and Leaseback Contract</p>

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 <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, 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	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px;"> Signature X  X </div> 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 **Anna Clarkson**

Company name **Reed Smith**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **UK**

DX **1066 City/ 18 London**

Telephone



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5985430
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 AUGUST
2010 AND CREATED BY WEALDFROST LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR TO BARCLAYS BANK PLC OR LENDERS 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 23 AUGUST
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 AUGUST 2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES