

MG01

Particulars of a mortgage or charge



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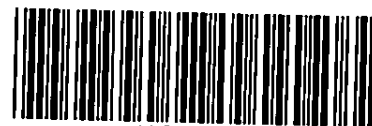
A fee is payable with this form.

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 register
particulars of a charge in Scotland
company. To do this, use form MG01s

WEDNESDAY



A13 *AOH7RKIF* 135
02/06/2010
COMPANIES HOUSE

se
uk

1 Company details

Company number 0 5 9 9 4 5 9 3

Company name in full ILG Limited ("Chargor")

→ **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 ☒ 0 1 / 0 6 / 2 0 1 0

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 / Deed of charge over deposit ("Deed")

4 Amount secured

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

Amount secured All or any money and liabilities which shall from time to time (and
whether on or at any time after demand) be due, owing or incurred in
whatsoever manner to the Security Trustee and the other Secured
Parties (or any of them) by the Chargor, whether actually or
contingently, solely or jointly and whether as principal or surety, (or
guarantor or cautioner), including any money and liabilities of the
Chargor to a third party which have been assigned or novated to or
otherwise vested in the Security Trustee or any of the other Secured
Parties and including interest, discount, commission and other lawful
charges or expenses which the Security Trustee or any other
Secured Parties may in the course of their business charge or incur
in respect of any of those matters or for keeping the Chargor's
account, and so that interest shall be computed and compounded
according to the usual BoS Group rates and practice (or otherwise
agreed in writing) as well after as before any demand made or
judgment obtained under or in relation to the Deed ("Secured
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 Bank of Scotland plc as agent and trustee ("**Security Trustee**")

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

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. Charge

- 1 1 The Chargor, with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities, charged to the Security Trustee (as agent and trustee for the Secured Parties) by way of first fixed charge
- 1 1 1 its entire right, title and interest (both present and future) in and to the Deposit,
- 1 1 2 all rights and benefits accruing to or arising in connection with the Deposit
- 1 2 The Chargor will not without the prior written consent of the Security Trustee
- 1 2 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance, right of set-off (except in favour of the Security Trustee) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets, or
- 1 2 2 sell, transfer, assign or otherwise dispose of all or any of the Charged Assets, or
- 1 2 3 in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Asset

Please see continuation pages.

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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

2. Restrictions

- 2 1 The Chargor agreed that it will not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Security Trustee
- 2 2 Interest shall accrue on the amount standing to the credit of the Account at such rates and shall be payable on such dates and in such manner as the Security Trustee may from time to time determine
- 2 3 The Security Trustee agreed that it will from time to time and upon the request of the Chargor permit any sums which make up part of the Deposit to be transferred to the Free Account if and to the extent that the Security Trustee is satisfied (acting in its sole discretion) that those sums are no longer required as security for the liabilities and obligations covenanted to be paid or discharged by the Deed
- 2 4 Nothing in paragraph 2 3 shall, or shall be deemed to, prejudice the continuance and enforceability of the Deed insofar as it applies to any amounts not permitted to be withdrawn under this provision or oblige the Security Trustee to release or transfer any sums forming part of the Deposit

3. Undertakings

- 3 1 The Chargor shall not without the prior written consent of the Security Trustee
 - 3 1 1 amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Account was established,
 - 3 1 2 enter into any agreement with any person (other than the Security Trustee) in respect of any of the Charged Assets, or
 - 3 1 3 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets
- 3 2 The Chargor shall -
 - 3 2 1 at all times comply with the terms of the Deed and of all agreements relating to the Secured Liabilities,
 - 3 2 2 if and when required by the Security Trustee, grant in its favour (or as the Security Trustee shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as the Security Trustee may require,
 - 3 2 3 (subject to the terms of the Deed) comply in all respects with the terms of the mandate in relation to the Account, save that where there is any inconsistency between the terms of the mandate and the terms of the Deed, the terms of the Deed shall prevail,
 - 3 2 4 promptly notify the Security Trustee of the opening by the Chargor of any bank account of the Chargor with any bank or financial institution on or after the date of the Deed,

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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	<p data-bbox="507 439 1508 524">3 2 5 promptly upon request by the Security Trustee deposit with the Security Trustee all deeds, certificates and documents of title relating to all or any of the Charged Assets, and</p> <p data-bbox="507 555 1508 613">3 2 6 take all necessary action to ensure that the Account is operated in accordance with the terms of the mandate in relation to it and the Deed</p> <p data-bbox="312 645 496 674">4. Set off</p> <p data-bbox="411 705 1508 965">4 1 The Chargor agreed that any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever and including, without limitation, the Account) with the Security Trustee or any other Secured Party may be retained as cover for and/or applied by the Security Trustee or such other relevant Secured Party at any time and without notice to the Chargor (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as the Security Trustee or the relevant Secured Party may select</p> <p data-bbox="411 996 1508 1279">4 2 If the Security Trustee or any other Secured Party exercises any rights in respect of any money as referred to in paragraph 4 1 above (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Chargor and that liability or any part of it is in a different currency from any credit balance against which the Security Trustee or the relevant Secured Party seeks to exercise its rights, the Security Trustee or the relevant Secured Party may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by the Security Trustee or the relevant Secured Party in connection with that purchase</p> <p data-bbox="411 1310 1508 1424">4 3 The Security Trustee shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Security Trustee or any other Secured Party</p> <p data-bbox="312 1456 644 1485">5. Power of Attorney</p> <p data-bbox="411 1516 1508 1720">5 1 The Chargor irrevocably and by way of security appointed the Security Trustee as the attorney of the Chargor, for the Chargor and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Chargor under the Deed or may be required or deemed proper in the exercise of any of the rights or powers conferred on the Security Trustee or otherwise for any of the purposes of the Deed</p> <p data-bbox="411 1751 1508 1809">5 2 The Chargor ratified and confirmed and agreed to ratify and confirm whatever any attorney does or purports to do under its appointment under paragraph 5 1 above</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

6. Definitions

"Act" means the Law of Property Act 1925,

"Account" means the account of the Chargor with Bank of Scotland Plc at account number 06973431 and sort code 12-01-03 designated "ILG Limited – Excluded Disposal Proceeds Account", as such account may be redesignated and/or renumbered from time to time,

"BoS Group" means the Security Trustee, HBOS plc (Company Number SC218813), any subsidiary of either of them, any holding company of either of them and any subsidiary of any such holding company,

"Business Day" means a day (other than a Saturday or Sunday) when the branch at which the Chargor's account is located is open for business,

"Charged Assets" means the assets and rights charged in terms of this Deed,

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor,

"Deposit" means all money in any currency now or hereafter standing to the credit of the Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant thereto and the debt represented by it or any claim for repayment of that money,

"Event of Default" means any event listed in clause 28 of the Facilities Agreement,

"Facilities Agreement" means the facilities agreement made between (1) ILG Holdings Limited (as Parent), (2) the Chargor (as Borrower), (3) Subsidiaries of The Parent, (4) Certain Financial Institutions and (5) Bank of Scotland Plc (as Arranger, Agent, Issuing Bank, Ancillary Lender, Security Trustee And Hedge Counterparty) dated 18 December 2006 as amended and restated on 30 July 2008 (as such agreement is amended, varied, supplemented, novated or replaced from time to time),

"Finance Documents" shall have the meaning given to such term in the Facilities Agreement,

"Free Account" means an account of the Chargor with Bank of Scotland Plc which account shall in the absence of any other written arrangement to the contrary be operated solely by the Chargor or at its discretion,

"Intercreditor Deed" shall have the meaning given to such term in the Facilities Agreement,

"Secured Parties" means the Finance Parties as defined in the Facilities Agreement (each a **"Secured Party"**)

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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 DWA 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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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 John Milliken

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode EC2V 7EE

Country United Kingdom

DX DX 33866 Finsbury Square

Telephone 020 7153 7097



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. 5994593
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER DEPOSIT
DATED 1 JUNE 2010 AND CREATED BY ILG LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC ("SECURITY
TRUSTEE") AND THE OTHER SECURED PARTIES (OR ANY OF
THEM) 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 2
JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2010

D⁺
1.8



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES