

MG01

Particulars of a mortgage or charge



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

You cannot use this form
particulars of a charge of
company. To do this, please
form MG01s

WEDNESDAY



A08

A1L7INIZ

07/11/2012

#100

COMPANIES HOUSE

1

Company details

Company number ☒ 0 5 9 9 7 9 8 6

Company name in full ☒ Pridebank Limited (the "Chargor")

9

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 d6 m1 m0 y2 y0 y1 y2

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 made between the Chargor (1) and the Lender (2) (the
"Debenture")

4

Amount secured

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

Amount secured

All obligations of the Chargor owed or expressed to
be owed to the Lender

(the "Secured 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	✓ National Asset Loan Management Limited
Address	Treasury Building, Grand Canal Street, Dublin 2
	(the "Lender")
Postcode	
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 **Fixed Security**
- As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee
- (a) charged to the Lender by way of legal mortgage all Real Property owned by the Chargor at the date of the Debenture including the Property,
 - (b) charged to the Lender by way of equitable mortgage any Real Property acquired by the Chargor after the date of the Debenture,
 - (c) assigned to the Lender by way of fixed security its rights and interest in the Rental Income,
 - (d) assigned to the Lender by way of fixed security its rights and interest in
 - (i) any present or future right to occupy any Real Property under licence,
 - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,
 - (e) assigned to the Lender by way of equitable mortgage its rights and interest in
 - (i) any Investments listed in schedule 2 of the Debenture,
 - (ii) any Dividends in respect of any Investments listed in schedule 2 of the Debenture,
 - (iii) any other present or future Investment owned by the Chargor,
 - (iv) any Dividends in respect of any such other Investments,

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- (f) charged to the Lender by way of fixed charge its rights and interest in
 - (i) any Plant and Equipment,
 - (ii) its present and future goodwill and uncalled capital,
 - (iii) any present or future Debts owing to the Chargor,
 - (iv) any money now or at any time after the date of the Debenture standing to the credit of any Accounts including the Rent Account, the Sale Proceeds Account and the Vat Account,
 - (v) any present or future insurances in respect of any Charged Property and the proceeds of such insurances,
 - (vi) any present or future Intellectual Property, and
- (g) assigned to the Lender by way of fixed security
 - (i) its rights and interest in any agreements listed in schedule 1 to this Form MG01 including all money now or at any time in the future due or owing to the Chargor under or in connection with the Agreements listed in schedule 1 to this Form MG01 and all rights and remedies for enforcing them, and
 - (ii) all Security, guarantees, indemnities, promissory notes, bills of exchange and other security of any nature now or in the future held by the Chargor in respect of the Agreements listed in schedule 1 to this Form MG01 and all money now or at any time in the future due or owing to the Chargor under or in connection with any of them and all rights and remedies for enforcing any of them in the name of the Chargor or otherwise

2 Floating Security

2 1 Floating charge

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Lender by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under clause 3 (Fixed Security) of the Debenture

2 2 Conversion

Subject to clause 4.3 (Moratorium under Insolvency Act) of the Debenture, the Lender may at any time by written notice to the Chargor convert the floating charge created by clause 4 1 (Floating Charge) of the Debenture into a fixed charge as regards any assets specified in the notice if

- (a) an Enforcement Event has occurred; or
- (b) in the opinion of the Lender such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor

2 3 Moratorium under Insolvency Act

The Lender shall not be entitled to convert the floating charge created by clause 4 1 (Floating Charge) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s 1A of and schedule A1 to the Insolvency Act

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2 4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 (Floating Charge) of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

3 **Negative Undertakings**

3 1 *Negative pledge*

The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

3 2 *Disposals*

The Chargor shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of

(a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Lender under clause 3 (Fixed Security) of the Debenture,

(b) any of its other assets other than on arms length terms in the ordinary course of its trading

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Definitions

"Account Bank" means any bank with whom any Account is held,

"Accounts" means each bank account of the Chargor including the Sale Proceeds Account, Rent Account and VAT Account,

"Building Contract" means any building contract entered into or to be entered into between the Chargor and any building contractor with respect to any Development in a form approved by the Lender,

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under the Debenture,

"Debts" means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

"Dividends" means all dividends, interest and other money payable in respect of the Investments,

"Development" means any scheme of works approved by the Lender to be carried out on or in relation to the Property or any part of it including all demolition, site clearance and preparation works,

"Development Documents" means in relation to the Property or any part of it

- (a) any Building Contract,
- (b) any agreement relating to the pre-let of the Property or any part of it,
- (c) any terms of appointment of any Professional Team,
- (d) any Parent Guarantee,
- (e) any Performance Bond,
- (f) any section 106 agreement,
- (g) any section 278 agreement,
- (h) any warranty agreements in favour of the Chargor which relate to the Development, and
- (i) any other agreement or document relating to the acquisition, construction, management, design, servicing, marketing, development, operation or use of the Property or any part of it

"Environmental Law" means any applicable law or regulation which relates to

- (a) the pollution or protection of the Environment,
- (b) the conditions of the workplace, or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste,

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"Enforcement Event" means

- (a) a demand made by the Lender for the repayment of all or any part of the Secured Liabilities, or
- (b) any event which allows the Lender to demand repayment of all or any part of the Secured Liabilities before the date on which they would otherwise be due for repayment

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"Hedging Agreement" means an interest rate swap, cap, collar or floor agreement or other contract for the purpose of protection against or benefit from fluctuation in any rate or price,

"Insolvency Act" means the Insolvency Act 1986,

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information 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,

"Investment" means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends,

"Lease" includes any underlease, tenancy, letting, contractual licence, right to occupy, any document supplemental or collateral to any of them and any agreement to enter into any of them, in each case in relation to the Property or any part thereof and the expression tenant will be construed accordingly,

"LPA" means the Law of Property Act 1925,

"Parent Guarantee" means any guarantee and indemnity in respect of the liabilities and obligations of the contractor under any Building Contract in a form approved by the Lender,

"Performance Bond" means any bond to be provided by a party acceptable to the Lender in connection with the obligations of any contractor under any Building Contract in a form acceptable to the Lender,

"Permitted Security" means the Security in favour of the Lender and a lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days,

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property;

"Property" means Property at 51 Nine Elms Lane, London, SW8 5DR comprising part of the land registered at the Land Registry under title number SGL253405 and Property at 2-12 (even) Ponton Road, London, SW8 5BA comprising part of the land registered at the land registry under title number SGL342974 and as more particularly described in a transfer

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dated the same date as the Debenture made between Ipress Limited as transferor and the Chargor as transferee

"Professional Team" means any

- (a) architect,
- (b) employer's agent,
- (c) quantity surveyor,
- (d) engineer, and
- (e) other professional adviser whose services are from time to time appointed in connection with any Development

"Real Property" means

- (a) any freehold, leasehold or immoveable property (including the Property),
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

"Rent Account" means any Account into which any Rental Income is or is to be paid

"Rental Income" means all amounts now or at any time in the future payable to or for the benefit of the Chargor in connection with any occupation of the Property including each of the following amounts

- (a) rent including any increase of rent or interim rent agreed by the Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease,
- (b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations,
- (c) any other money payable in respect of occupation and/or use of the Property including any fixture for display or advertisement,
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargor in respect of the Property net of any costs, fees and expenses incurred but not reimbursed to the Chargor in connection with such claim,
- (e) any money payable under any policy of insurance in respect of loss of rent,
- (f) any interest payable on any amount referred to above, and
- (g) any VAT chargeable on any of (a) to (f) above,

"Sale Proceeds" means 100% of the gross proceeds of sale (including any premium in respect of the grant of a Lease) or of any other dealings in any interest in all or any part of the Property,

"Sale Proceeds Account" means any Account into which Sale Proceeds are or are to be paid,

"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar

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effect,

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature, and

"VAT Account" means any Account into which any VAT is or is to be paid

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SCHEDULE 1

List of Agreements

The Development Documents

Any Hedging Agreement

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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 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 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)

9 Signature

Please sign the form here

Signature

Signature

X *Taylor Wesley* 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 UPXH

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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.

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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. 5997986
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 OCTOBER
2012 AND CREATED BY PRIDEBANK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO NATIONAL ASSET LOAN MANAGEMENT LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 7
NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER
2012

DX



Companies House



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