

MG06

0 850 33/52



Particulars of a charge subject to which property has
been acquired

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 charge subject to
which property has been acquired

✗ **What this form is NOT for**
You cannot use this form if you
submitting particulars of a charge
subject to which property has been
acquired for a company registered
in Scotland. To do this, please
form MG06s

FRIDAY



A1LCO6E3

A04

09/11/2012

#92

COMPANIES HOUSE

1 Company details

Company number 0 5 9 9 7 9 8 6

Company name in full Pridebank Limited (the "New Mortgagor")

1 1 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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) 01 01 2007

3 Description of the instrument (if any) creating or evidencing the charge

Description ① Legal Mortgage dated 11 July 2007 made between
Ipcress Limited (the "Original Mortgagor") (1) and
Allied Irish Banks, p l.c. (the "Original Lender")
(2) (the "Mortgage")

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

02 06 2001

5 Amount secured

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

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

Amount secured

(a) in respect of the Original Mortgagor, all monies money due, owing or incurred by
and other liabilities of the Original Mortgagor to the Bank, whether as principal,
guarantor or otherwise,

(b) in respect of the New Mortgagor, all monies due, owing or incurred by and other
liabilities of the New Mortgagor to the Bank, whether as principal, guarantor or
otherwise, and

provided that it is agreed by the parties that this Legal Mortgage is not intended to
create any form of guarantee or other similar arrangement between the Original Mortgagor
and the New Mortgagor

(the "Secured Obligations")

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6 Mortgagee(s) or person(s) entitled to the charge

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 Allied Irish Banks, p.l.c

Address Bankcentre, Ballsbridge, Dublin 4, Ireland

(the "Original Lender")

Postcode

Name

Address

Postcode

Name

Address

Postcode

7 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 Existing Security

- 1 1 The New Mortgagor agreed with effect from the Acquisition Date to observe and perform all of the terms of the Mortgage so far as they relate to the Transferred Property
- 1 2 The New Mortgagor agreed that with effect from the Acquisition Date the security created over the Transferred Property by the Mortgage shall remain in full force and effect but shall be limited to secure only the Secured Obligations of the New Mortgagor, as amended by the Deed
- 1 3 The Original Mortgagor agreed that with effect from the Acquisition Date the security granted over the Retained Property and all other assets of the Original Mortgagor which are subject to the Mortgage shall remain in full force and effect but shall be limited to the Secured Obligations of the Original Mortgagor, as amended by the Deed

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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

CHARGES

- 1
 - (1) The Mortgagor (to the intent that the security created shall rank as a continuing security in favour of the Bank) charged with full title guarantee to the Bank as security for the payment and discharge of the Secured Obligations
 - (a) by way of legal mortgage all and singular the property or properties described or referred to in the schedule,
 - (b) by way of specific charge the Goodwill, and
 - (c) if the Mortgagor is a company by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor now and from time to time placed on or used in or about the Mortgaged Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of
 - (i) a demand being made for payment under Clause 2 of the Mortgage (without any necessity for such demand to refer specifically to such crystallisation), or
 - (ii) the date of service of any notice given by the Bank to the Mortgagor pursuant to Clause 3 (2) of the Mortgage.
 - (2) The Bank may by written notice convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof
 - (3) If the Mortgagor is not a company the Bank or any Receiver (as the case may be) is hereby irrevocably authorised as agent for the Mortgagor at any time after demand has been made under Clause 2 of the Mortgage to use, remove, store, sell or otherwise deal with any moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor situated at the Mortgage Property (but without thereby becoming mortgagee in possession of the Mortgaged Property) and neither the Bank nor any Receiver shall be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Bank and/or any such Receiver against all expenses incurred in relation to such items. The Bank or the Receiver (as the case may be) shall pay to the Mortgagor the net proceeds of sale arising from any sale of such items pursuant to the provisions of Clause 3 (3) of the Mortgage

SUBSEQUENT CHARGES

- 2
 - (1) The Mortgagor covenants with the Bank not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Mortgaged Property or any part or parts thereof without the prior written consent of the Bank
 - (2) If the Bank receives notice of any subsequent mortgage, charge or other encumbrance affecting the Mortgaged Property or any other part or parts thereof, the Bank shall be entitled to close any accounts with the Mortgagor in the books of the Bank and to open a new account or accounts in place thereof. If the Bank does not do so, it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank when it received the notice.

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Short particulars

- (3) If the Mortgagor shall have more than one account with the Bank, the Bank may at any time without notice forthwith transfer all or any part of any balance standing to the credit of any one such accounts to any other such account which is in debit

MORTGAGOR'S COVENANTS

3 The Mortgagor further hereby covenants with the Bank as follows

- (1) (a) not to commence, undertake or carry out (nor to allow to be commenced undertaken or carried out) any development within the meaning of the planning acts on the Mortgaged Property or any part thereof without the relevant or necessary planning permission prescribed in the Planning Acts having been first obtained,
- (b) not to apply for planning permission under the Planning Acts in respect of any development of the Mortgaged Property or any part thereof without the written consent of the Bank,

4. The Mortgagor further covenants with the Bank and it is hereby agreed and declared as follows

- (1) not to sell, transfer, assign, lease, share or part possession with, declare a trust of, grant any right or rights over or otherwise dispose of the Mortgaged Property without the prior consent of the Bank,
- (2) not to vary, alter, amend the terms of any lease, licence or any other deed or document of whatever sort which affects the Mortgaged Property (whether superior or inferior to the interest of the Mortgagor) without the prior consent of the Bank,
- (3) where any lease of the Mortgaged Property or any part thereof granted by the Mortgagor or its predecessor in title either before or after the date hereof shall contain a provision for any rent payable to be dependent upon agreement between the Mortgagor and the tenant the Mortgagor will not agree any such rent without the written consent of the Bank or if such lease contains a provision for any rent payable to the Mortgagor to be dependant upon arbitration or the determination of an expert (whether in default of an agreement or not) the Mortgagor will not appoint or agree to the appointment of any expert or arbitrator without having first obtained the consent in writing of the Bank,
- (4) that the Mortgagor shall not without the prior consent in writing of the Bank apply for or obtain from any local or other authority any improvement or other grant such as would entitle such authority to register a local land charge or other encumbrance against the Mortgage property,
- (5) not to change the use or uses to which the Mortgaged Property is now put nor to apply for any consent or authorisation which is required in connection with such change of use without the Bank's prior consent

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Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"**Acquisition Date**" means the date on which the New Mortgagor acquires the Transferred Property from the Original Mortgagor on terms approved by NALM;

"**Business Day**" means a weekday on which banks are generally open for business in Dublin, Jersey and London,

"**Lenders**" means, as the context requires, either or both of NALM and the Original Lender;

"**Party**" means a party to the Deed;

"**Property**" means 2-12 Ponton Road, Nine Elms, Wandsworth, London and registered at the land registry under title number SGL342974,

"**Retained Property**" means that part of the Property which remains in the ownership of the Original Mortgagor, and

"**Transferred Property**" means that part of the Property which the New Mortgagor is to acquire from the Original Mortgagor as is more particularly described in a transfer between the Original Mortgagor and the New Mortgagor.

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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)

9

Signature

Please sign the form here

Signature

Signature

X

Tagar Wessing CFP

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 a certified copy of the deed (if any) with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument (if any)
- ☒ [x] You have given the date of acquisition
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the 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. 11

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE FOR (A) ALL
MONIES DUE OR TO BECOME DUE FROM IPCRESS LIMITED TO
ALLIED IRISH BANKS, P.L.C. (B) ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS,
P.L.C. SECURED ON THE PROPERTY ACQUIRED BY
PRIDEBANK LIMITED ON THE 26 OCTOBER 2012 WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 9 NOVEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2012**



Companies House



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