

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 for
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



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A17QE9AB

27/04/2012

#169

COMPANIES HOUSE

1 Company details

Company number 0 6 0 2 2 9 8 3

Company name in full GIBALTAR NOMINEES LIMITED (the "Company")

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 d1 d9 m0 m4 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 dated 19 April 2012 between the Chargors and the Security Agent (the
"Debenture")

4 Amount secured

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

Amount secured All money or liabilities due, owing or incurred under the Finance
Documents to any Secured Party by any Chargor as at 19 April
2012 or in the future, in any manner whether actual or contingent,
whether incurred solely or jointly with any other person and
whether as principal or surety, together with all interest accruing
thereon except for any money or liability which, if it were so
included, would cause the infringement of section 678 of the
Companies Act 2006 (the "Indebtedness")

Continued on continuation page

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 DEUTSCHE PFANDBRIEFBANK AG

Address 21st Floor, 30 St Mary Axe, London, as security trustee for itself
and the other Secured Parties (the "Security Agent")

Postcode E C 3 A 8 B F

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 CHARGING CLAUSE**1.1 Fixed Charges**

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 19 April 2012 and in future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all freehold and leasehold property situate in England and Wales (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures, but excluding any fixtures, fittings or trade fixtures belonging to a tenant) on that property, and

(b) by way of first fixed charge

(i) all other interests (not charged by way of legal mortgage under clause 3 1(a) of the Debenture, as set out in clause 1 1 (a) above) in any freehold or leasehold or heritable property, the buildings, fittings and fixtures (including trade fixtures, but excluding any fixtures, fittings or trade fixtures belonging to a tenant) on that property and all Related Rights,

(ii) all Related Rights relating to the property charged by way of legal mortgage under clause 3 1(a) of the Debenture as set out in clause 1 1 (a) above,

(iii) all plant, machinery, vehicles, computers, office and other equipment and chattels and all Related Rights,

(iv) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, building society, financial institution or other person (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts,

(v) its rights to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered,

Continued on continuation page

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

N/A

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 Ashurst LLP. 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 SHUTTER/MJINGH/HYP04 00027/24240648

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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

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

NOTE

In this Form MG01

"Assigned Agreements" means all Lease Documents (other than the Head Leases), the Property Management Agreement, the Limited Partnership Agreement, the Operator Agreement (as all such terms are defined in the Facility Agreement) and any other agreement designated as an Assigned Agreement by the Borrower and the Security Agent (and all Assigned Agreements detailed in schedule 3 to any Security Accession Deed),

"Assigned Assets" means the benefit of all the Company's rights (including interest) under all the Assigned Agreements as at 19 April 2012 and in future and the Blocked Accounts and the Other Accounts (and the debts represented thereby), all Rental Income, all Disposal Proceeds and the benefit of all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, representations, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature enjoyed or held by the Company as at 19 April 2012 or at any time (whether formally documented or otherwise) and all Related Rights including all monies and other benefits payable to the Company in relation thereto, and all Value Added Tax payable on the same,

"Blocked Accounts" means the accounts listed in part 1 of schedule 4 to the Debenture (or, as the case may be, part 1 of schedule 4 to any Security Accession Deed and any other account designated by the Company and the Security Agent as a Blocked Account) and any interest of the Company in any replacement account or any sub-division or sub-account of those Blocked Accounts,

"Borrower" means The Gibraltar Limited Partnership (acting by its General Partner, Gibraltar General Partner Limited),

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,

"Chargors" means the Borrower and the Property Owners and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Disposal" means any charge, sale, lease, sub-lease, assignment, transfer or any agreement to enter into any of the foregoing, the grant of an option or similar right, the creation of a trust or other equitable interest in favour of a third party and/or a sharing or parting with possession or occupation whether by way of licence or otherwise and Dispose or Disposition shall be construed accordingly,

"Disposal Proceeds" means Disposal Proceeds as such term is defined in the Facility Agreement,

"Event of Default" means any event or circumstance specified as such in clause 24 1 (Events of Default) of the Facility Agreement,

"Facility Agreement" means the Facility Agreement dated 29 March 2012 between, amongst others, the Borrower and the Security Agent under which certain lenders have agreed to make available a loan facility to the Borrower,

"Finance Document" means a Finance Document as such term is defined in the Facility Agreement and any Hedging Agreement,

"Finance Party" means each Finance Party as such term is defined in the Facility Agreement,

"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 of this Form MG01,

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

"Hedging Agreement" means the Hedging Agreement as such term is defined in the Facility Agreement,

"Insurances" means all policies of insurance and all proceeds of them either as at 19 April 2012 or in the future held by, or written in favour of, the Company or in which it is otherwise interested to the extent of its interest, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Other Accounts" means the accounts specified in part 2 of schedule 4 to the Debenture (or, as the case may be, part 2 of schedule 4 to the relevant Security Accession Deed and any other account designated by the Company and the Security Agent as an Other Account) and any interest of the Company in any replacement account or any sub-division or sub-account of those Other Accounts,

"Property" means each freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including the property, if any, specified in part 1 of schedule 2 to the Debenture, as set out in schedule 2 hereto (or, as the case may be schedule 1 to the relevant Security Accession Deed) and "Properties" shall mean all of them,

"Property Owners" means each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Related Rights" means, in relation to any asset

(a) the proceeds of Disposal of that asset or of any part of it,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset, and

(d) any moneys and proceeds paid or payable in respect of that asset,

"Rental Income" means Rental Income as such term is defined in the Facility Agreement,

"Secured Parties" means the Finance Parties,

"Security" means a mortgage, charge, standard security, pledge, lien, assignation, assignment, assignment in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and

"Security Accession Deed" means a deed executed by a Chargor substantially in the form set out in schedule 6 to the Debenture, with those amendments which the Security Agent may approve or reasonably require

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

(vi) all rights and interest in the Hedging Agreements and each of its interest in any derivative transaction as at 19 April 2012 and in future and all proceeds paid or payable thereunder and any Related Rights,

(vii) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets and the right to recover and receive any compensation in relation thereto,

(viii) all book debts and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,

(ix) all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,

(x) its goodwill and uncalled capital,

(xi) the Insurances, and

(xii) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Assets and Related Rights

1 2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 19 April 2012 and in the future, not effectively charged by way of first fixed charge and/or mortgage under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, including, heritable property and all other assets in Scotland

1 3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest from time to time in the Assigned Assets provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Assets to the Company (or as it shall direct)

(b) Until the occurrence of an Event of Default which is continuing, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

1 4 Conversion of Floating Charge

If

(a) an Event of Default has occurred and is continuing, or

(b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being or may be enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly following a request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires (but in any case on no more onerous terms than the Debenture)

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

1 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to or evidences an intention to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

2 FURTHER ASSURANCE

2 1 General

(a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may require

(i) to perfect and/or protect the security created (or intended to be created) under or evidenced by the Debenture,

(ii) upon the occurrence of an Event of Default which is continuing to facilitate the realisation or enforcement of such security,

(iii) upon the occurrence of an Event of Default which is continuing to facilitate the exercise of any of the Security Agent's or any Receiver's or Secured Party's rights, powers, discretions or remedies under the Debenture;

(iv) upon the occurrence of an Event of Default which is continuing to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture,

(v) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the Security intended to be conferred by the Debenture, and/or

(vi) to execute such documents and take such action as the Security Agent may reasonably require in order to create a standard security over heritable or leasehold property in Scotland or a floating charge over assets in Scotland and/or create any other effective security over any other assets having equivalent or similar effect to any charge or Security created under the Debenture,

including the conversion of charges to assignments, assignations, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever

(b) The Company shall take all such action as is available to it (including making all filings and registrations) as may reasonably be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

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

2 2 Conversion of Fixed Charge into Legal Mortgage

If

(a) a Declared Default has occurred, or

(b) the Security Agent (acting reasonably) is of the view that any legal process or execution is being enforced against any subsidiary shares or that any subsidiary shares are in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, request that the Company converts the fixed charge created under clause 3 1(b) of the Debenture, as set out in clause 1 1(b) above, into a legal mortgage as regards those subsidiary shares which the Security Agent specifies in the notice (the "Specified Investments") The Company shall, at its own expense, promptly execute such deeds and other agreements and otherwise take whatever action the Security Agent may require (acting reasonably) in order to perfect and/or protect the security created (or intended to be created) pursuant to clause 5 3 of the Debenture, as set out in this clause 2 2, over the Specified Investments

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company shall not create or agree to create or permit to subsist any Security over all or any part of its assets (including the Properties), nor do anything else prohibited by clause 22 10 (Negative Pledge) of the Facility Agreement, other than permitted under the Finance Documents

SCHEDULES

SCHEDULE 1

The Property Owners

Property Owners	Registered Number
The Gibraltar Limited Partnership (acting by it general partner Gibraltar General Partner Limited)	LPO11935
Gibraltar General Partner Limited	06023395
Gibraltar Nominees Limited	06022983

SCHEDULE 2

Details of Properties

Registered Land

County and District (or London Borough)	Address or description	Title No
Cheltenham	Gallagher Retail Park, Cheltenham	GR127822
Leamington Spa	Leamington Spa Shopping Park, Leamington Spa	WK333453

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MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Unregistered Land

None as at 19 April 2012



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6022983
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 APRIL 2012
AND CREATED BY GIBRALTAR NOMINEES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGOR TO ANY SECURED PARTY 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 27 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MAY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES