

MG01

Particulars of a mortgage or charge



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**iris**  
LASERFORM

**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**

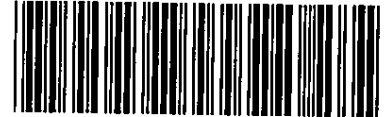
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

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

WEDNESDAY



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A09

06/02/2013

#206

COMPANIES HOUSE

**1**

**Company details**

Company number 6 2 6 1 4 9 0  
Company name in full Grove Place Village Limited (**Chargor**)

**2**

→ **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 d3 d1 m0 m1 y2 y0 y1 y3

**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 A debenture made between, amongst others, the Chargor and the Seller (as defined in section 5)  
(**Deed**)

**4**

**Amount secured**

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

Amount secured All monies and liabilities on or after the date of the Deed due owing or  
incurred by the Obligors (or any of them) to the Seller under the  
Finance Documents (or any of them) in any manner and in any  
currency or currencies and whether present or future, actual or  
contingent, whether incurred solely or jointly with any other person  
and whether as principal or surety except for any obligation which, if it  
were included here, would constitute unlawful financial assistance, or  
its equivalent in any other jurisdiction (**Secured Obligations**)

In this form the following terms shall have the following meanings

Continued

**Continuation page**

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

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## 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Bank of London and The Middle East plc ( <b>Seller</b> )	
Address	Sherborne House, 119 Cannon Street	
	London	
Postcode	E C 4 N 5 A T	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars		
1	<b>Charging provisions</b>	
1 1	<b>General</b>	
	All Security created by the Chargor under clauses 3 2 to 3 5 of the Deed (reproduced as paragraphs 1 2 to 1 5 of this form MG01) is	
	(a) a continuing security for the payment and discharge of the Secured Obligations,	
	(b) granted with full title guarantee,	
	(c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and	
	(d) granted in favour of the Seller	
1 2	<b>First legal mortgages</b>	
	The Chargor charged by way of first legal mortgage the Property and all Fixtures on the Property for the time being	
1 3	<b>Assignments</b>	
	The Chargor assigned by way of security	
	(a) all Rental Income, and all other sums, payable under any Occupational Lease,	
	Continued	

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## 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

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 *Addleshaw Goldland 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 LAWLC/329630-61

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country

DX 47 London

Telephone 020 7160 3555



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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><b>Finance Document</b> means the Master Murabaha Agreement, each Seller Offer, each Purchase Acceptance, the Murabaha Agency Agreement, any Compliance Certificate, any Transaction Security Document, any Subordination Deed, the Guarantee, any Utilisation Notice and any other document designated as a Finance Document by the Seller and the Purchaser (as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)</p> <p><b>Master Murabaha Agreement</b> means the master murabaha agreement between, amongst others, the Purchaser and the Seller dated 31 January 2013</p> <p><b>Obligor</b> means a Facility Obligor, the Parent or a Subordinated Creditor (as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)</p> <p><b>Purchaser</b> means Grove Place Developments Limited (a limited liability company incorporated in England and Wales with registration number 6260332 whose registered office is at Sherwood House, Forest Road, Kew, London TW9 3BY)</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	(b) the Relevant Agreements to which it is a party, and	
	(c) the Relevant Policies to which it is a party	
	The Chargor shall remain liable to perform all its obligations under each Occupational Lease, Relevant Agreement and each Relevant Policy to which it is a party	
	<b>1 4 First fixed charges</b>	
	The Chargor charged by first fixed charge	
	(a) all interests and estates in any freehold, leasehold or commonhold property at the date of the Deed or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3 2 of the Deed (reproduced as paragraph 1 2 of this form MG01)) and, in each case, the Fixtures on each such property,	
	(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,	
	(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,	
	(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,	
	(e) the Investments together with all Related Rights,	
	(f) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together <b>Debts</b> ) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),	
	(g) all monies from time to time standing to the credit of each Blocked Account,	
	(h) all monies from time to time standing to the credit of each Charged Account,	
	(i) all its Intellectual Property,	
	(j) all its goodwill and uncalled capital,	
	(k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and	
	(l) to the extent that any assignment in clause 3 3 of the Deed (reproduced as	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>paragraph 1 3 of this form MG01) is ineffective as an assignment, the assets referred to in that clause</p> <p><b>1 5 Floating charge</b></p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2, 3 3 or 3 4 of the Deed (reproduced as paragraphs 1 2, 1 3 and 1 4 of this form MG01)</p> <p><b>1 6 Qualifying floating charge</b></p> <p>The Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under the Deed</p> <p><b>1 7 Conversion of floating charge to a fixed charge</b></p> <p>The Seller may, at any time by notice in writing to the Chargor, convert the floating charge created under clause 3 5 of the Deed (reproduced as paragraph 1 5 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <ul style="list-style-type: none"> <li>(a) an Event of Default has occurred and is continuing, or</li> <li>(b) in the opinion of the Seller that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</li> </ul> <p><b>1 8 Automatic conversion of floating charge to a fixed charge</b></p> <p>If (unless permitted in writing by the Seller or expressly permitted under the terms of any Finance Document)</p> <ul style="list-style-type: none"> <li>(a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,</li> <li>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</li> <li>(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,</li> </ul> <p>the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Deed (reproduced as paragraph 1 8(c) of this form MG01), over all of the Floating Charge Assets</p> <p><b>2 Negative Pledge</b></p>

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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

The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets, other than any Security or arrangement which is Permitted Security

In this form the following terms shall have the following meanings

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**Blocked Account** means

- (a) the Proceeds Account
- (b) the Profit Rate Account and
- (d) any other account designated as a Blocked Account by the Purchaser and the Seller

(as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)

**Charged Account** means each account including, without limitation, the Current Account (as defined in the Master Murabaha Agreement), held by the Chargor with any bank, building society, financial institution or other person, other than any Blocked Account

**Event of Default** means any event or circumstance specified as such in clause 25 (Events of Default) of the Master Murabaha Agreement

**Fixtures** means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on or at any time after the date of the Deed on that Secured Property

**Floating Charge Assets** means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 of the Deed (reproduced as paragraph 1.5 of this form MG01)

**GPPL** means Grove Place PTY Limited a limited liability company incorporated in England and Wales with registration number 6863299 whose registered office is at Sherwood House, Forest Road, Kew, London TW9 3BY

**Intellectual Property** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may at the date of the Deed or in the future subsist), and in each case whether registered or unregistered and



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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>(b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may at the date of the Deed or in the future subsist)</p> <p><b>Investments</b> means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p><b>Occupational Lease</b> means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and includes any guarantee of a tenant's obligations under the same</p> <p><b>Permitted Security</b> means</p> <p>(a) the Transaction Security</p> <p>(b) any lien arising by operation of law and in the ordinary course of trading</p> <p>(c) any Security that is released prior to the first Settlement Date or</p> <p>(d) the RBS Charge</p> <p>(as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)</p> <p><b>Property</b> means the property described in schedule 1 to the Deed (reproduced as the schedule to this form MG01)</p> <p><b>Related Rights</b> means, in respect of any Investment</p> <p>(a) all monies paid or payable in respect of that Investment (whether as income, capital or otherwise)</p> <p>(b) all shares, investments or other assets derived from that Investment and</p> <p>(c) all rights derived from or incidental to that Investment</p> <p><b>Relevant Agreement</b> means</p> <p>(a) each Lease Document</p>	

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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

- (b) any document evidencing the provision of any Subordinated Debt and
  - (c) each other agreement designated as a Relevant Agreement by the Seller and the Purchaser in writing
- (as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)
- Relevant Policies** means, in respect of the Chargor, all policies of insurance at the date of the Deed and in the future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies
- Rental Income** means the aggregate of all amounts (if any) paid or payable to or for the account of GPPL in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property, including each of the following amounts
- (a) rent, licence fees and equivalent amounts paid or payable
  - (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations
  - (c) a sum equal to any apportionment of rent allowed in favour of GPPL
  - (d) any other monies paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise
  - (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent
  - (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease Document
  - (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document
  - (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document
  - (i) any Tenant Contributions
  - (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by GPPL and
  - (k) any Deferred Membership Fees

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)</p> <p><b>Secured Assets</b> means, in respect of the Chargor, all of the assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Seller</p> <p><b>Secured Property</b> means, at any time, the Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Deed</p> <p><b>Security</b> means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</p> <p style="text-align: center;"><b>The Schedule Property</b></p> <p style="text-align: center;"><b>Registered Land</b></p> <p>None at the date of the Deed</p> <p style="text-align: center;"><b>Unregistered Land</b></p> <p>None at the date of the Deed</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6261490  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 JANUARY  
2013 AND CREATED BY GROVE PLACE VILLAGE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGORS (OR ANY OF THEM) TO BANK OF LONDON AND  
THE MIDDLE EAST PLC (SELLER) ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 FEBRUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 FEBRUARY  
2013

DX



**Companies House**



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