

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

SATURDAY



A02 16/03/2013 #107
COMPANIES HOUSE

1 Company details

Company number 0 6 3 5 5 4 8 5

Company name in full Broomco (4102) Limited (the "Original Chargor")

→ **Filing 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 d8 m0 m2 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 Debenture made between the Original Chargor and the Chargors as defined
in Schedule 1 to this Form MG01 (together the "Original Chargors") (1)
and the Lender (2) (the "Deed")

4 Amount secured

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

Amount secured

All monies, obligations and liabilities now or hereafter due,
owing or incurred by any Chargor to the Lender whether
collectively or individually whether such monies, obligations
or liabilities are express or implied, present, future, actual
or contingent, joint or several, incurred as principal or
surety, originally owing to the Lender or purchased or
otherwise acquired by it, denominated in euro or in any other
currency, or incurred on any banking account or in any manner
whatsoever including but not limited to all such amounts owing
in connection with the Finance Documents and all

(a) liabilities in connection with foreign exchange
transactions, interest rate or currency hedging or other
derivatives or hedging facilities or arrangements, issuing,
confirming, accepting, endorsing or discounting any notes or
bills, or under bonds, guarantees, indemnities, documentary or
other credits or any instruments whatsoever from time to time
entered into by the Lender for or at the request of any
Chargor, and

(please see continuation sheet)

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) interest (including interest capitalised or rolled up and default interest) as well after as before any demand or judgment to date of payment at such rates and upon such terms as may from time to time be payable by the Chargors,</p> <p>together with all discount and other charges including legal charges occasioned by or incidental to this or any other Security Interest held by or offered to the Lender for the same indebtedness or by enforcing or obtaining or endeavouring to enforce or obtain payment of all or any such monies and liabilities of the Chargors as aforesaid</p> <p>(the "Indebtedness")</p> <p>The Indebtedness and all monies, obligations and liabilities herein covenanted to be paid or discharged by the Chargors and "Secured Obligation" means any of such monies, obligations or liabilities</p> <p>(together the "Secured Obligations")</p>	

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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	CREATION OF SECURITY
1 1	<i>Fixed Security</i>
	As continuing security for the payment of the Secured Obligations the Original Chargor with full title guarantee
	(a) charged to the Lender by way of legal mortgage all freehold or leasehold property situated in England and/or Wales owned by such Chargor at the date of the Deed including each property listed in Schedule 2 to this Form MG01 opposite such Chargor's name,
	(b) charged to the Lender by way of equitable mortgage its interest in any freehold or leasehold property situated in England and/or Wales acquired by such Chargor after the date of the Deed,
	(c) assigned to the Lender its interest in any present or future licences under which such Chargor is entitled to occupy freehold or leasehold property situated in England and/or Wales,
	(d) assigned to the Lender its interest in all Receivables payable to or for the benefit of such Chargor,
	(e) charged to the Lender by way of fixed charge its interest in
	(1) all present and future Fixtures and Plant and Machinery,
	(11) any Investment owned by it,
	(111) its present and future goodwill and uncalled capital,
	(1V) any Intellectual Property,

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- (v) any sum now or at any time after the date of the Deed received by such Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986,
- (b) assigned to the Lender its interest in any inter company loan agreements and the agreements (if any) to which such Chargor is a party listed in schedule 5 to the Deed and the benefit of any guarantee or security for the performance of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then such Chargor charged its interest in it to the Lender by way of fixed charge,
- (c) charged its interest in the Debts owing to such Chargor to the Lender by way of fixed charge,
- (d) assigned absolutely in favour of the Lender subject to the proviso for reassignment on redemption specified in clause 41 of the Deed all its present and future benefits, rights, title and interest in and to (but not obligations under)
 - (1) any deeds of easements or rights of way used in connection with the Security Assets and to the Licences and all rights of recovery and compensation which may be receivable by it on account of the non-renewal of any Licence, and
 - (11) the Leases and the full benefit of all rights and remedies relating thereto
- (e) charged by way of a fixed charge in favour of the Lender the Receivables
- (f) charged by way of a first fixed charge in favour of the Lender the following covenants, agreements and rights -
 - (1) any covenant agreement or undertaking in relation to the construction and maintenance of roads, pavements and utilities for services abutting and serving the Charged Property or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid,
 - (11) any right, benefit or agreement made between it and the local authority pursuant to which it has been or may be granted rights of access or rights of way in relation to the Charged Property or otherwise,
 - (111) any covenant, agreement, guarantee or indemnity in respect of the construction and maintenance of the Premises now erected or in the course of erection or hereafter to be erected on the Charged Property the benefit of which is vested in it, and
 - (1v) all of its rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Charged Property or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Charged Property and so that the production of these presents to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Lender
- (g) assigned absolutely in favour of the Lender, subject to the proviso for reassignment on redemption specified in clause 41 of the Deed, all its present and future benefits, rights, title and interest (but not obligations) in respect of all its Insurances save that the assignment in this clause (1) excludes all amounts received or receivable under or in connection with any third party liability Insurance and which is required to settle a liability of a Chargor to a third party
- (h) assigned absolutely in favour of the Lender, subject to the proviso for re-assignment

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Short particulars	<p>on redemption specified in clause 41 of the Deed, all of its present and future benefits, rights, title and interest (but not obligations) in respect of its Relevant Contracts.</p> <p>(i) To the extent that they are not effectively assigned under paragraph (m) of clause 7 1 of the Deed, each Chargor charged by way of a first fixed charge all of its rights under each Relevant Contract</p> <p>(j) assigned absolutely in favour of the Lender, subject to the proviso for reassignment on redemption specified in clause 41 of the Deed, all of its Intellectual Property</p> <p>(k) To the extent that any right described in paragraph (o) of clause 7 1 of the Deed cannot be assigned, each Chargor licences the same to the Lender absolutely for the full period and extent of such rights and it hereby undertakes to hold such rights and the entire benefit of such rights upon trust for the Lender absolutely</p> <p>(l) charged by way of a first fixed charge in favour of the Lender</p> <p style="padding-left: 40px;">(i) its goodwill,</p> <p style="padding-left: 40px;">(ii) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset, and</p> <p style="padding-left: 40px;">(iii) its uncalled capital and its called but unpaid capital</p> <p>(m) assigned absolutely in favour of the Lender</p> <p style="padding-left: 40px;">(i) all its Plant and Machinery, and</p> <p style="padding-left: 40px;">(ii) all its interest in any plant, machinery, computers, office equipment and vehicles in its possession to the extent of that interest,</p> <p style="padding-left: 40px;">subject to the proviso for reassignment on redemption specified in clause 41 of the Deed</p> <p>(n) charged to the Lender by way of fixed charge, all other assets of such Chargor not charged or assigned by the previous paragraphs of this clause (other than such Chargor's stock in trade or work in progress)</p> <p>1 2 <i>Floating Security</i></p> <p>(a) <i>Creation</i></p> <p>As continuing security for the payment of the Secured Obligations each Chargor charged to the Lender by way of floating charge with full title guarantee or, in the case of assets located in Scotland or otherwise subject to Scots law, with absolute warrandice, 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 pursuant to clause 7 1 of the Deed and, for the avoidance of doubt, charges to the Lender by way of floating charge all its assets situated in Scotland or otherwise subject to Scots law</p> <p>(b) <i>Conversion</i></p> <p>The Lender may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Secured Assets specified in that notice, if</p> <p style="padding-left: 40px;">(i) an Event of Default has occurred and is continuing;</p>

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- (ii) the Secured Obligations become due and payable,
- (iii) the Lender considers the Secured Assets to be in danger of being seized or dissipated under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,
- (iv) the Chargor fails to comply, or takes or threatens to take any action which, in the opinion of the Lender, is likely to result in it failing to comply, with its obligations under clause 6 (*Negative Pledge*) of the Deed in respect of the Secured Assets, or
- (v) an event occurs which the Lender considers could affect the priority of this Security

(c) The Security created by any floating charge governed by Scots law and granted by a Chargor in favour of the Lender shall rank ahead of (i) any floating charge created by such Chargor pursuant to Clause 7.1 of the Deed and (ii) each other floating charge or fixed security (other than any fixed security governed by Scots law) which may be or have been granted by the Company in so far as they create charges over any Real Property situated in Scotland or otherwise governed by Scots law

(d) The giving by the Lender of a notice under clause 5.5 of the Deed in relation to any of the Secured Assets will not be construed as a waiver or abandonment of the Lender's rights to give any other notice in respect of any other Secured Assets or of any other right of the Lender under the Deed

(e) Any asset acquired by the Chargor after the crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to the floating charge created by this Security shall (unless the Lender confirms in writing to the contrary) be charged by way of first fixed charge

1.3 *Moratorium under 1986 Act*

The Lender shall not be entitled to convert the floating charge created by clause 7.2 of the Deed into a fixed charge as a result only of the relevant Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986

1.4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 7.1 of the Deed which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986.

2 RESTRICTIONS ON DEALINGS

2.1 A Chargor shall not without the prior written consent of the Lender

- (a) create or permit to subsist any Security Interest over any of the Security Assets,
- (b) save in respect of the provisions of any Permitted Security enter into any arrangement under which money or the benefit of a bank account or other account may be applied, set-off or made subject to a combination of accounts, or
- (c) either in a single transaction or in a series of transactions (whether related or not) and dispose of any Security Asset save for disposals for a sum of less than EUR35,000 (thirty-five thousand euro) or its equivalent in Sterling,

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other than Permitted Security

2 2 Each Chargor shall at all times conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep, or cause to be kept, proper books of account relating to such business

2 3 A Chargor shall not do or cause or permit to be done anything which may in any way jeopardise or otherwise prejudice this Security.

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Definitions

"**Accession Deed**" means a deed substantially in the form of Schedule 6 (*Form of Accession Deed*) to the Deed

"**Additional Chargor**" means an entity which becomes a Chargor by executing an Accession Deed

"**Administrator**" means any administrator of a Chargor appointed by the Lender under paragraph 14 of schedule B1 to the Insolvency Act 1986,

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

"**Bremen Loan Agreement**" means a loan agreement dated 7 October 2009 made between Galileo Residenz Bremen GmbH & Co KG (formerly Tiger München GmbH & Co KG) acting by its general partner Galileo Residenz GmbH (formerly Tiger München Management GmbH) (1) the guarantors named therein (2) Anglo Irish Bank Corporation Limited (now known as Irish Bank Resolution Corporation Limited) (3) and Anglo Irish Asset Finance plc (now known as IBRC Asset Finance plc) (4) as amended and restated from time to time

"**Bremen 2 Loan Agreement**" means a loan agreement dated 14 December 2007 made between Tiger Bremen One GmbH (1), Tiger Bremen Two GmbH (2), Tiger Developments (3) and The Governor and Company of the Bank of Ireland (4) as amended and restated from time to time

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for business in Dublin

"**Certificate of Title**" means any certificate of title on the Charged Property provided to the Lender

"**Charged Property**" means, for any Chargor, all freehold, leasehold and other immovable property in which that Chargor holds or acquires a legal or beneficial interest, whether now or in the future, including any freehold, leasehold property or other immovable property specified for that Chargor in Schedule 2 to this Form MG01 or in Part 1 of the Schedule to any Accession Deed if that Chargor became a party to this Deed by Accession Deed and all rights and appurtenances thereunto belonging or appertaining

"**Chargor**" means an Original Chargor or any Additional Chargor or both and periodically referred to in the Deed as Chargor or Chargors

"**Company**" means Tiger No 5 Limited (a company incorporated in England and Wales with company number 05114444) whose registered office is at 9 Clifford Street, London W1S 2LD

"**Cross Guarantee**" means a deed of guarantee dated on or about the date of the Deed entered into between the Original Chargors and other obligors named therein in favour of the Lender

"**Debts**" means all present and future book and other debts and rights to money and income (other than Receivables) liquidated and unliquidated owing to a Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank

"**Default Rate**" in respect of any overdue amount, a rate which is 2% higher than the rate which would have been applied if the overdue amount had not become due

"**Delegate**" means any delegate, agent, manager, attorney or co-trustee appointed by the Lender or any Receiver

"**Disclosure Letter**" means each disclosure letter dated on or about the date of the Deed provided by or on behalf of each relevant Obligor to the Lender in respect of representations, undertakings and warranties contained in the relevant Facility Agreement

"**Enforcement Date**" means the date on which

(a) a Chargor is in default or breach under any Finance Document and the Lender has elected to exercise any enforcement rights in respect thereof, or

(b) any of the Secured Obligations is not paid and/or discharged in accordance with the terms of

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this Deed or a Facility Agreement

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law

"Environmental Law" means any applicable law, regulation or other requirement having legal effect which relates to

- (a) the pollution of, protection of or prevention of harm to the environment,
- (b) harm to or the protection of human health,
- (c) harm to or the protection of the health of flora, fauna or other living organism,
- (d) the conditions of the workplace or worker's health and safety,
- (e) planning, development or building control, or
- (f) any emission or substance capable of causing harm to any living organism or the environment,

in all cases which relates to the use and enjoyment of the Charged Property and the business of a Chargor

"Environmental Licences" means any permit, licence, approval, consent, registration or other authorisation required by or pursuant to any Environmental Law or relating to Environmental Matters

"Environmental Matters" means any matter arising out of, relating to, or resulting from pollution, contamination, protection of the environment, human health or safety (including health and safety of employees), health and safety of animal and plant life, sanitation and any matters relating to actual or threatened emissions, discharges, disseminations, releases of hazardous materials into the environment or otherwise arising out of, or relating to, or resulting from the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials,

"Facility Agreement" means any and all of the following agreements

- (a) a loan agreement dated 1 November 2006 made between Victoria Hall Limited (1) Victoria Hall Construction Limited (2) Colebridge International Limited (3) and Anglo Irish Bank Corporation Limited (4), as amended from time to time including by supplemental agreements dated 13 November 2007, 18 April 2008, 10 October 2008, 9 June 2009 and 7 October 2009 and as amended and restated from time to time including pursuant to an amendment and restatement deed dated on or about the date hereof made between, inter alia, Victoria Hall Limited and the Lender, which amendment and restatement deed also amends and restates the terms of the Bremen Loan Agreement (the "Colebridge Loan Agreement"),
- (b) a loan agreement dated 1 October 2008 made between Shelbourne Senior Living Limited as borrower (1) Brabston Limited as guarantor (2) the financial institutions named therein (3) and Anglo Irish Bank Corporation Limited (4), (as amended from time to time including by a supplemental agreement dated 9 June 2009) and as amended and restated from time to time including pursuant to an amendment and restatement deed dated on or about the date hereof made between, inter alia, Shelbourne Senior Living Limited and the Lender (the "Shelbourne Loan Agreement"),
- (c) a loan agreement dated 3 October 2008 made between Tiger Developments as parent (1) the borrowers named therein (2) the guarantors named therein (3) the financial institutions named therein (4) and Anglo Irish Bank Corporation Limited as agent (5), as amended from time to time including by a parallel debt side letter dated 8 October 2008, a supplemental agreement dated 9 June 2009 and a supplemental agreement dated 1 September 2009, and as amended and restated from time to time including pursuant to an amendment and restatement deed dated on or about the date hereof made between, inter alia, Tiger Developments and the Lender, which amendment and restatement deed also amends and restates the terms of the Bremen 2 Loan Agreement (the "Tiger Portfolio Loan Agreement"),
- (d) a loan agreement dated 8 June 2007 made between Residencias Universitarias S A as borrower (1) O'Flynn Construction Holdings as guarantor (2) Anglo Irish Asset Finance Plc (3) and certain other obligors, as amended from time to time including by a supplemental agreement dated 9 June 2009 and a supplemental agreement dated on or about the date hereof made

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between, inter alia, Residencias Universitarias S A and the Lender (the "REUSA Loan Agreement"),

(e) a facility letter dated 19 September 2000 made between Tiger Developments and Irish Nationwide Building Society as amended and restated from time to time including pursuant to an amendment and restatement deed dated on or about the date hereof made between Tiger Developments and the Lender (the "Tiger Leeds Loan Agreement"), and

(f) facility letters dated on or about 5 December 2006 and 27 July 2009 respectively made between Tiger Haymarket No 1 Limited as general partner for the Tiger Haymarket Limited Partnership and Irish Nationwide Building Society as amended and restated from time to time including pursuant to an amendment and restatement deed dated on or about the date hereof made between Tiger Haymarket No 1 Limited as general partner for the Tiger Haymarket Limited Partnership and the Lender (the "Tiger Haymarket Loan Agreement"),

"Finance Documents" means each Facility Agreement, each "Finance Document" under and as defined in each Facility Agreement, the Cross Guarantee and each other document pursuant to which there are amounts owing from any Chargor to the Lender or a Security Interest created by a Chargor in favour of the Lender

"Fixtures" means, for any Chargor, all fixtures and fittings (including trade fixtures and fittings) and fixed Plant and Machinery of that Chargor

"Floating Charge Assets" means, for any Chargor, any of its assets charged by way of a floating charge under the Deed

"Group" means Colebridge International Limited (a company incorporated in the British Virgin Islands with company number 594907) and its Subsidiaries including the Chargors

"Group Shares" means any shares in any Obligor owned by a Chargor including the shares described in schedule 2 to the Deed (but excluding any shares owned by Colebridge International Limited in Fairbury Unlimited)

"Insurances" means, for any Chargor, any contract of insurance or re-insurance taken out by or on behalf of that Chargor or under which it has a claim including but not limited to the insurance contracts listed for that Chargor in Part 4 of Schedule 2 (Security Assets) of the Deed or in Part 5 of the Schedule to any Accession Deed if that Chargor became a party to this Deed by Accession Deed

"Intellectual Property" means, for any Chargor, any and all of its discoveries, inventions, concepts, ideas, patents, trade marks, service marks, registered designs, drawings, utility models, design rights, copyright (including the copyright in software in any code), database rights, trade secrets and other confidential information, technical information, technology, know-how, business ideas, methods, techniques, concepts, business or trade names, goodwill and all its other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights

"Investment" means any present and future

(a) stock, share, bond or any form of loan capital of or in any legal entity including the Group Shares,

(b) unit in any unit trust or similar scheme,

(c) warrant or other right to acquire any such investment,

owned by a Chargor and any income, offer, right or benefit in respect of any such investment, in each case whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held directly by or to the order of that Chargor or by any trustee, nominee, fiduciary or clearing system on its behalf and all rights against such trustee, nominee, fiduciary or clearing system, held by that Chargor (but in each excluding any shares owned by Colebridge International Limited in Fairbury Unlimited)

"Lease" means any lease, licence or contract or agreement to lease, licence or let or any contract of occupation entered into in relation to the Charged Property or any part(s) thereof, which terms shall include all guarantees provided in connection with such leases and any sub-letting or sub-leasing of

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the Charged Property or any parts thereof,

"Legal Reservations" means

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors,
- (b) the time barring of claims and defences of set-off or counterclaim, and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction

"Licence" means any licence, permit or authority (as renewed, varied, amended, extended or supplemented from time to time) now or hereafter held and/or required in relation to the Charged Property or any part thereof,

"LPA" means the Law of Property Act 1925,

"NAMA" means the National Asset Management Agency established pursuant to the NAMA Act

"NAMA Act" means the National Asset Management Agency Act 2009

"Obligor" has the meaning ascribed to it in the Cross Guarantee,

"Party" means a party to the Deed

"Permitted Security" means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by a Chargor,
- (b) the Security, or
- (c) any other Security Interest permitted by the Facility Agreement,

"Planning Acts" means in respect of any Real Property or land all laws (whether criminal, civil or administrative) including common law, statute, statutory instruments, directives, regulations, bye-laws, orders, codes, judgments, decrees and other legal measures having the force of law concerning planning matters and any regulations issued pursuant thereto and any extant order or regulation made or confirmed under any of them

"Plant and Machinery" means, for any Chargor, all plant, machinery, computers, office equipment or vehicles of that Chargor

"Premises" means, for any Chargor, all buildings and erections included in that Chargor's Charged Property

"Real Property" means all property, including freehold or leasehold property, from time to time owned by the Chargors or any of them, including the Charged Property

"Receivables" means the aggregate of all amounts payable to or for the benefit or account of a Chargor as lessor or licensor arising from or in connection with the letting, use or occupation of the Charged Property (or any part thereof), including (without limitation and without double counting)

- (a) rents (including turnover rent), licence fees and equivalent sums reserved or made payable,
- (b) any premium paid for any Lease,
- (c) any other monies paid in respect of use and/or occupation,
- (d) proceeds of insurance in respect of loss of rent,
- (e) receipts from or the value of consideration given for the surrender or variation of any

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letting,

- (f) proceeds paid by way of reimbursement of expenses incurred in the management, maintenance and repair of the Charged Property, save to the extent that a Chargor is obliged to hold such proceeds on trust for tenants,
- (g) proceeds paid for a breach of covenant under any Lease and for expenses incurred in relation to any such breach,
- (h) any contribution to a sinking fund paid by any tenant save to the extent a Chargor is obliged to hold such proceeds on trust for tenants,
- (i) payments from a guarantor in respect of any of the items listed in this definition,
- (j) interest, damages or compensation in respect of any of the items listed in this definition,
- (k) any increase of rent or interim rent agreed by such Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease,

but in each case excluding any VAT and Service Charge Income on any sum mentioned in this definition

"Receiver" means any receiver appointed over any Charged Property whether under this Deed or by order of the court on application by the Lender and includes a receiver and manager and an administrative receiver

"Related Company" in relation to any company incorporated in Ireland shall be construed in accordance with Section 4 of the Companies (Amendment) Act 1990 (as amended) and, in the context of any company incorporated in any other jurisdiction, any similar legislation or statute

"Relevant Contract" means, for any Chargor

- (a) any agreement specified in Part 3 of Schedule 2 (Security Assets) to the Deed opposite its name or in Part 5 of the Schedule to any Accession Deed by which it became a party to the Deed, and
- (b) any other agreement to which that Chargor is a party and which that Chargor and the Lender may from time to time designate (acting reasonably) as a Relevant Contract

"Relevant Jurisdiction" means, in relation to a Chargor, its jurisdiction of incorporation, any jurisdiction where any asset subject to or intended to be subject to the Security to be created by it is situated, any jurisdiction where it conducts its business and the jurisdiction whose laws govern the perfection of any of the Security entered into by it

"Security" means any Security Interest created, evidenced or conferred by or under this Deed or any Accession Deed

"Security Assets" means all assets of the Chargors the subject of this Security and "Security Asset" shall mean any such asset

"Security Interest" means a mortgage, standard security, charge, assignment, assignation, pledge, lien, encumbrance or other security interest securing any obligation of any person or any other agreement or arrangement having or intended to have a similar effect

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Secured Obligations and all Indebtedness have been unconditionally and irrevocably paid and discharged in full and the Lender is not under any obligation to grant or continue any loans, advances or other banking facilities to the Chargors

"Service Charge Income" means all monies receivable by each Chargor pursuant to the Leases to fund the cost of maintenance and insurance obligations assumed by it pursuant to the Leases including monies contributed to sinking funds maintained for these purposes

"Shares" means all shares in any member of the Group the subject of this Security

"Subsidiary" shall be construed as a subsidiary undertaking within the meaning of Regulation 4 of the

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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

European Communities (Companies Group Accounts) Regulations 1992

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 ("**VATA**") and any Tax which may be levied in accordance with Directive 2006/112/EC whether in Ireland, the United Kingdom or elsewhere and any other tax of a similar nature

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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

Schedule 1			
The Original Chargeors			
Company Name	Jurisdiction of Incorporation	Registration Number	Address
Brabston Limited	British Virgin Islands	688272	2/f Palm Grove House Wickhams Cay P O Box 3340 Road Town Tortola British Virgin Islands
Broomco (4102) Limited	England and Wales	06355485	9 Clifford Street London W1S 2LD
Colebridge International Limited	British Virgin Islands	594907	2/f Palm Grove House Wickhams Cay P O Box 3340 Road Town Tortola British Virgin Islands
Magnum Freeholds Limited	Jersey	8228	Ogier House The Esplanade St Helier Jersey
Precis (2111) Limited	England and Wales	4294884	9 Clifford Street London W1S 2LD
Precis (2110) Limited	England and Wales	04294843	9 Clifford Street London W1S 2LD
Precis (2102) Limited	England and Wales	04289100	9 Clifford Street London W1S 2LD
Precis (2103) Limited	England and Wales	04289108	9 Clifford Street London W1S 2LD
Precis (1672) Limited	England and Wales	03630817	9 Clifford Street London W1S 2LD
Precis (2175) Limited	England and Wales	04362077	9 Clifford Street London W1S 2LD
Precis (2176) Limited	England and Wales	04362313	9 Clifford Street London W1S 2LD
Precis (2112) Limited	England and Wales	04294921	9 Clifford Street London W1S 2LD
Shelbourne Senior Living Limited	England and Wales	04699262	9 Clifford Street London W1S 2LD
Tiger Atrium Limited	England and Wales	05997185	9 Clifford Street London W1S 2LD
Tiger Cowley Limited	Jersey	87819	Ogier House The Esplanade St Helier Jersey
Tiger Developments	Ireland	265535	Beckett House Barrack Square Ballincollig Co Cork Eire
Tiger Developments (Jersey) Limited	Jersey	82170	Ogier House The Esplanade St Helier Jersey
Tiger Guildford Limited	Jersey	85598	Ogier House The Esplanade St Helier Jersey
Tiger Harbour Island Limited	Jersey	86482	Ogier House The Esplanade St Helier Jersey
Tiger Haymarket Limited Partnership	Isle of Man	209P	Bridge Chambers West Quay Ramsey Isle of Man IM8 1DL
Tiger 4 Limited	Jersey	87820	Ogier House The Esplanade St Helier Jersey

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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

Tiger 55 Limited	Jersey	87821	Ogier House The Esplanade St Helier Jersey
Tiger 130 Limited	Jersey	87747	Ogier House The Esplanade St Helier Jersey
Tiger (Dominion) Limited	Jersey	76466	Ogier House The Esplanade St Helier Jersey
Tiger Haymarket No 1 Limited (as General Partner Limited for Tiger Haymarket Limited Partnership)	Isle of Man	000007V	PO Box 665 Bridge Chambers West Quay Ramsey Isle of Man
Tiger (IOM) Limited	Isle of Man	091409C	PO Box 665 Bridge Chambers West Quay Ramsey Isle of Man IM99 4PD
Tiger (Retail Dominion) Limited	Jersey	80527	Ogier House The Esplanade St Helier Jersey
Tiger No 1 General Partner Limited for itself and as general partner of Tiger No 1 Limited Partnership	England and Wales	04400382 (No 1) 3630803 (No 2)	9 Clifford Street London W1S 2LD
Tiger No 1 Limited Partnership, a limited partnership established under the Limited Partnership Act 1907	England and Wales	LP008192	9 Clifford Street London W1S 2FT
Tiger No 2 General Partner Limited for itself and as general partner of Tiger No 2 Limited Partnership	England and Wales	03630803	9 Clifford Street, London W1S 2
Tiger No 2 Limited Partnership, a limited partnership established under the Limited Partnership Act 1907	England and Wales	LP005926	9 Clifford Street, London W1S 2
Tiger No 5 Limited	England and Wales	05114444	9 Clifford Street, London W1S 2
Tiger Properties Limited	Jersey	82171	Ogier House The Esplanade St Helier Jersey
Tiger St Michael's Limited	Jersey	87822	Ogier House The Esplanade St Helier Jersey
Tiger Teesdale Limited	Jersey	86661	Ogier House The Esplanade St Helier Jersey
Topwell No 1 Limited	Jersey	80997	Ogier House The Esplanade St Helier Jersey
Topwell No 2 Limited	Jersey	80998	Ogier House The Esplanade St Helier Jersey
Topwell No 5 Limited	Jersey	81001	Ogier House The Esplanade St Helier Jersey
Topwell No 6 Limited	Jersey	81002	Ogier House The Esplanade St Helier Jersey
Magnum Property Nominees 3 Limited	Jersey	82103	Ogier House The Esplanade St Helier Jersey
Magnum Property Nominees 4 Limited	Jersey	82104	Ogier House The Esplanade St Helier Jersey
Magnum Property Nominees 14 Limited	Jersey	82114	Ogier House The Esplanade St Helier Jersey

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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

Magnum Property Nominees 15 Limited	Jersey	82115	Ogier House The Esplanade St Helier Jersey
Magnum Property Nominees 16 Limited	Jersey	82116	Ogier House The Esplanade St Helier Jersey
Magnum Property Nominees 43 Limited	Jersey	82143	Ogier House The Esplanade St Helier Jersey
Godalming Trustee Company Limited	Jersey	91424	Ogier House The Esplanade St Helier Jersey
Tiger Enterprise No 2 Limited	Jersey	91931	Ogier House The Esplanade St Helier Jersey
Stockley Park Trustee Company Limited and Stockley Park Trustee Company No 2 Limited	Jersey	91861, 91860,	Ogier House The Esplanade St Helier Jersey
The Livingstone Trustee Company Limited and Livingston Trustee Company No 2 Limited	Jersey	91851, 91862	Ogier House The Esplanade St Helier Jersey
Victoria Hall Construction Limited	England and Wales	03963831	9 Clifford Street, London W1S 2
Victoria Hall Limited	Isle of Man	79157C	PO Box 16 Analyst House 20-26 Peel Road Douglas Isle of Man

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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										
<div>SCHEDULE 2 Charged Property</div> <table border="1"><thead><tr><th>Name of Chargor</th><th>Freehold/Leasehold</th><th>Description</th></tr></thead><tbody><tr><td>Broomco (4102) Limited</td><td>Freehold</td><td>96-100 Clerkenwell Road (and Service Station), London EC1M 5RJ (Title Number LN134733, LN46287, 21880)</td></tr><tr><td>Broomco (4102) Limited</td><td>Freehold</td><td>10-11 Clerkenwell Green, EC1R 0DP (Title Number NGL726257)</td></tr></tbody></table>			Name of Chargor	Freehold/Leasehold	Description	Broomco (4102) Limited	Freehold	96-100 Clerkenwell Road (and Service Station), London EC1M 5RJ (Title Number LN134733, LN46287, 21880)	Broomco (4102) Limited	Freehold	10-11 Clerkenwell Green, EC1R 0DP (Title Number NGL726257)
Name of Chargor	Freehold/Leasehold	Description									
Broomco (4102) Limited	Freehold	96-100 Clerkenwell Road (and Service Station), London EC1M 5RJ (Title Number LN134733, LN46287, 21880)									
Broomco (4102) Limited	Freehold	10-11 Clerkenwell Green, EC1R 0DP (Title Number NGL726257)									

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Particulars of a mortgage or charge

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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 Wessing 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 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. 6355485
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28
FEBRUARY 2013 AND CREATED BY BROOMCO (4102) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY CHARGOR TO NATIONAL ASSET LOAN MANAGEMENT
LIMITED 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
16 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MARCH 2013

