

MG01

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LASERFORM

Particulars of a mortgage or charge

**A fee is payable with this form**

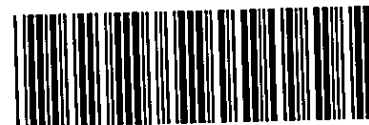
We will not accept this form unless you send the correct fee

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

THURSDAY



\*A1M7HZYZ\*

A22

22/11/2012

#132

COMPANIES HOUSE

**1 Company details**

Company number 0 6 3 7 1 9 5 1  
Company name in full Oriana GP Limited (the "Chargor")

2 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 d5 m1 m1 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 Composite Debenture made between (1) the Chargor acting on its own  
account, (2) the Chargor acting as general partner on behalf of The  
Oriana Limited Partnership (the "Borrower"), (3) Oriana Nominee No 1  
Limited, (4) Oriana Nominee No 2 Limited, (5) Oriana (Hanway St) Limited  
and (6) the Agent (the "Debenture")

**4 Amount secured**

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

Amount secured (a) All obligations and/or liabilities of each  
Obligor owed or expressed to be owed to the Finance  
Parties under or in connection with the Finance  
Documents whether owed jointly or severally, as  
principal or surety or in any other capacity, and  
  
(b) in relation to any Chargor any obligation of  
another Obligor referred to in (a) above which is  
or becomes Unenforceable and any cost, loss or  
liability which any Finance Party incurs as a  
result of any such Obligor not paying any amount  
expressed to be payable by it under any Finance  
Document on the date when it is expressed to be due  
(the "Secured Liabilities")

**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

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

Name	The Royal Bank of Scotland Plc
Address	8th Floor, 280 Bishopsgate, London acting as agent and security trustee for the Finance Parties (the "Agent")
Postcode	E C 2 M 4 R B
Name	
Address	
Postcode	

**6**

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

Please give the short particulars of the property mortgaged or charged

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

Short particulars

**1 Fixed Security**

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- (a) charged to the Agent to the extent its interest is a legal interest by way of first legal mortgage all Real Property owned by such Chargor at the date of the Debenture including each Property listed in schedule 3 to this MG01,
- (b) charged to the Agent to the extent its interest is a beneficial interest by way of first fixed charge, all Real Property owned by such Chargor at the date of the Debenture;
- (c) charged to the Agent by way of equitable mortgage its interest in any Real Property acquired by such Chargor after the date of the Debenture,
- (d) assigned to the Agent by way of fixed security its rights and interest in:
  - (i) the Rental Income;
  - (ii) any Disposal Proceeds,
  - (iii) any Compensation Prepayment Proceeds;
  - (iv) any Recovery Prepayment Proceeds; and
  - (v) any Lease Prepayment Proceeds;

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) assigned to the Agent by way of fixed security its rights and interest in
  - (1) any present or future right to occupy any Real Property under licence,
  - (11) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,
- (f) assigned to the Agent by way of equitable mortgage its rights and interest in:
  - (1) any Investments listed in schedule 2 to this MG01,
  - (11) any Dividends in respect of any Investments listed in schedule 2 to this MG01;
  - (111) any other present or future Investment owned by that Chargor;
  - (1v) any Dividends in respect of any such other Investments,
- (g) charged to the Agent by way of fixed charge its rights and interest in
  - (1) any Plant and Equipment,
  - (11) its present and future goodwill and uncalled capital,
  - (111) any present or future Debts owing to that Chargor,
  - (1v) any money now or at any time after the date of the Debenture standing to the credit of the Cost Overrun Account;
  - (v) any money now or at any time after the date of the Debenture standing to the credit of the Covenant Remedy Account;
  - (v1) any money now or at any time after the date of the Debenture standing to the credit of the Disposals Account,
  - (v11) any money now or at any time after the date of the Debenture standing to the credit of the Development Funds Account,
  - (v111) any money now or at any time after the date of the Debenture standing to the credit of the General Account,
  - (1x) any money now or at any time after the date of the Debenture standing to the credit of the Rent Account,
  - (x) any money now or at any time after the date of the Debenture standing to the credit of the Residential Sale

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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>Proceeds Account,</p> <p>(x1) any money now or at any time after the date of the Debenture standing to the credit of the Site Assembly Reserve Account;</p> <p>(x11) any money now or at any time after the date of the Debenture standing to the credit of the Surplus Income Account,</p> <p>(x111) any money now or at any time after the date of the Debenture standing to the credit of each Tenant Deposit Account,</p> <p>(xiv) any present or future Insurances and Insurance Prepayment Proceeds,</p> <p>(xv) any present or future Intellectual Property,</p> <p>(xvi) the Phase I Development Documents (save for such Phase I Development Documents which are not capable of being charged provided that the Chargor shall hold on trust for the Agent the proceeds of any such non-chargeable document),</p> <p>(xvii) the Phase II Development Documents, and</p> <p>(h) assigned to the Agent by way of fixed security its rights and interest in the Assigned Agreements and any guarantee or security for the performance of any Assigned Agreement provided that to the extent that its rights and interests assigned under this paragraph (h) are not capable of assignment, such assignment will operate as an assignment of all proceeds received by the Chargor in connection with such rights and interests.</p> <p><b>2 Floating Security</b></p> <p><b>2 1 Floating charge</b></p> <p>As continuing security for the payment of the Secured Liabilities each Chargor charged to the Agent by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Agent by way of fixed security pursuant to clause 2 (Fixed Security) of the Debenture.</p> <p><b>2 2 Conversion</b></p> <p>Subject to clause 3 3 (Moratorium under Insolvency Act) of the Debenture, the Agent may at any time by written notice to the Chargor convert the floating charge created by clause 3 1 (Floating charge) of the Debenture into a fixed charge as regards any assets specified in the notice if</p>	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) an Event of Default has occurred and is continuing, or
- (b) in the opinion of the Agent such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of such Chargor.

#### 2.3 *Moratorium under Insolvency Act*

The Agent shall not be entitled to convert the floating charge created by clause 3.1 (Floating charge) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act

#### 2.4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 3.1 (Floating charge) of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

### 3 **Negative Undertakings**

#### 3.1 *Negative pledge*

Except as permitted by the Loan Agreement

- (a) No Chargor shall create or permit to subsist any Security over any of its assets other than a Permitted Security
- (b) No Chargor shall
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor,
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
  - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
  - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

#### 3.2 *Disposals*

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Except as permitted by, and in accordance with the terms of, the Loan Agreement, no Chargor shall sell, transfer, lease or otherwise dispose or purport or agree to dispose of

- (a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Agent as security trustee for the Finance Parties under clause 2 (Fixed Security) of the Debenture, or
- (b) any of its other assets other than on arm's length terms in the ordinary course of its trading

#### 4. Undertakings relating to the Property

##### 4 1 The Assigned Agreements

Save as permitted under the Loan Agreement, each Chargor shall:

- (a) comply with the provisions of each Assigned Agreement and not do or omit to do anything which might result in any impairment of any of the rights and benefits assigned by the Debenture; and
- (b) not, without first obtaining the consent in writing of the Agent, commence arbitration or other legal proceedings under or in connection with any Assigned Agreement

#### Schedule 1 List of Agreements

- 1 Any Approved Pre-let Agreement;
- 2 Any Rent Collection Agreement,
- 3. Any Service Charge Agreement,
- 4 Any Surrender Agreement;
- 5 Any Hedging Agreement;
- 6 Any Phase I Development Document,
- 7. Any Lease,
- 8 Any Headlease,
- 9 Any Crest Acquisition Document,
- 10. Any Permitted Property Transfer Agreement,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>11 Any Asset Management Agreement;</p> <p>12 Any Operating Agreement,</p> <p>13 The Phase II Building Contract;</p> <p>14 Any Phase II Development Document,</p> <p>15 Primark Agreement for Lease,</p> <p>16 Any Anchor Pre-let Agreement;</p> <p>17 Any Anchor Lease,</p> <p>18 Rent deposit deed dated 24 May 2012 made between (1) Oriana Nominee No 1 Limited and Oriana Nominee No. 2 Limited and (2) UK Professional Training Co Ltd (trading as Belgravia College) relating to the part ground floor and first to sixth floors of 34/26 Oxford Street at the Property,</p> <p>19 Rent deposit deed dated 15 May 2012 made between (1) Oriana Nominee No 1 Limited and Oriana Nominee No 2 Limited and (2) City of London Academy Limited relating to the part ground floor and basement and first to sixth floors, 40/42 Oxford Street at the Property,</p> <p>20. Rent deposit deed dated 24 March 2009 made between (1) Oriana Nominee No. 1 Limited and Oriana Nominee No 2 Limited and (2) Sure Choice Limited relating to the first, second and third floors of 46 Oxford Street at the Property,</p> <p>21. Rent deposit deed dated 3 October 2001 made between (1) Land Securities plc and (2) Kanagasabapathy Chandrakumar relating to the part ground floor East, 46 Oxford Street London at the Property,</p> <p>22 Rent deposit deed dated 21 May 2001 made between (1) Oriana Nominee No 1 Limited and Oriana Nominee No 2 Limited and (2) Four Four Six Six Limited relating to the third and fourth floors of 48 Oxford Street London at the Property,</p> <p>23 Rent deposit deed dated 28 May 2009 made between (1) Oriana Nominee No 1 Limited and Oriana Nominee No. 2 Limited and (2) Paul's College London Limited relating to the first, second and third floors at 50 Oxford Street London at the Property;</p> <p>24 Rent deposit deed dated 8 June 2000 made between (1) Land Securities plc and (2) Ryohin Keikaku Europe Limited relating to the ground floor of unit 5 and first and second floors of units 4 and 5 6/17 Tottenham Court Road London W1 at the Property,</p> <p>25. Rent deposit deed dated 20 October 2000 made between (1) Land Securities plc and (2) Hakkasan Limited relating to all that part basement premises with access from Hanway Place, which forms part of 6-17 Tottenham Court</p>	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Road and 5 Hanway Place London W1 at the Property;

- 26 Rent deposit deed dated 10 July 2000 made between (1) Doreen Milo, Thomas Nicola Yiannopoulos and Margaret Elizabeth Yiannopoulos and (2) Absolutely Barking Limited relating to the basement and ground floors of 42 Hanway Street London at the Property,
- 27 Rent deposit deed dated 25 May 2010 made between (1) Oriana (Hanway St) Limited and (2) Travel Daily Media Limited relating to the second floor, 36-38 Hanway Street London at the Property,
- 28 Rent deposit deed dated 7 March 2011 made between (1) Oriana (Hanway St) Limited Limited and (2) Three's A Crowd Events Limited relating to the first floor, 36 Hanway Street London, W1T 1UT at the Property,
- 29 Rent deposit deed dated 27 February 2009 made between (1) Oriana (Hanway St) Limited and (2) Connect Plus Business Limited relating to the first floor of 42 Hanway Street at the Property,
- 30 Rent deposit deed dated 17 June 2011 made between (1) Oriana (Hanway St) Limited and (2) Upfront Television Limited relating to the second floor of 42 Hanway Street at the Property,
- 31 Rent deposit deed dated 5 August 2011 made between (1) Oriana (Hanway St) Limited and (2) Contented Brothers Limited relating to the third floor of 42 Hanway Street at the Property, and
- 32 Rent deposit deed dated 5 November 2008 made between (1) Oriana Nominee No 1 Limited and Oriana Nominee No 2 Limited and (2) Carlisle Management Limited relating to Ground Floor and Basement at 50 Oxford Street London at the Property

### Schedule 2 Details of Shares

Chargor	Shares held in	Number of shares	Type of Shares
Oriana GP Limited	Oriana Nominee No 1 Limited	1	Ordinary shares of £1
Oriana GP Limited	Oriana Nomine No 2 Limited	1	Ordinary shares of £1
Oriana GP Limited	Oriana (Hanway St) Limited	1	Ordinary shares of £1



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## Particulars of a mortgage or charge

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

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Short particulars

#### Schedule 3 Details of Freehold and Leasehold Property

All that freehold land and property known as:

- 1 4 Oxford Street and 1 Tottenham Court Road and registered at the Land Registry with title absolute under title number 20337,
- 2 12-24 Oxford Street and 2-5 Tottenham Court Road and registered at the Land Registry with title absolute under title numbers NGL699167, NGL539271, 238341 and NGL721843,
- 3 26-32 Oxford Street and 19-49 (odd) and 55 Hanway Street and registered at the Land Registry with title absolute under title numbers LN115430 and 181046,
- 4 34-36 Oxford Street and registered at the Land Registry with title absolute under title number 166246;
- 5 38-42 Oxford Street and registered at the Land Registry with title absolute under title numbers 143222, 65347 and 42145;
- 6 46-48 Oxford Street and registered at the Land Registry with title absolute under title numbers 425147 and 416194,
- 7 6-17 Tottenham Court Road and Hanway House, Hanway Place and registered at the Land Registry with title absolute under title number NGL762518, and
- 8 36, 38, 42 and 44 Hanway Street and registered at the Land Registry with title absolute under title numbers NGL665540, NGL665541 and 246988

All that leasehold land and property known as:

- 9 50 Oxford Street and registered at the Land Registry with title absolute under title number 455026

#### Definitions

"Assigned Agreements" means the agreements listed in schedule 1 to this MG01 (and each an "Assigned Agreement"),

"Charged Property" means, in relation to a Chargor, all assets mortgaged, charged or assigned by such Chargor by the Debenture,

"Compensation Prepayment Proceeds" has the same meaning assigned to it as the Loan Agreement,

"Cost Overrun Account" has the same meaning assigned to it in the Loan

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Agreement,</p> <p>"<b>Covenant Remedy Account</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Debts</b>" means all book and other debts and rights to money and income (other than Rental Income) 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,</p> <p>"<b>Development Funds Account</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Disposal Proceeds</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Disposals Account</b>" has the same meaning assigned to it in the Loan Agreement;</p> <p>"<b>Dividends</b>" means all dividends, interest and other money payable in respect of the Investments;</p> <p>"<b>Event of Default</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Finance Document</b>" has the same meaning assigned to it in the Loan Agreement;</p> <p>"<b>Finance Party</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Financial Indebtedness</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>General Account</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Insolvency Act</b>" means the Insolvency Act 1986,</p> <p>"<b>Insurance Prepayment Document</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Insurances</b>" has the same meaning assigned to it in the Loan Agreement,</p> <p>"<b>Intellectual Property</b>" means all present and future rights of a Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,</p>	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

"Investment" means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity including the shares listed in schedule 2 to this MG01,
- (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 offer, right or benefit in respect of any such investment other than Dividends;

"Lease Prepayment Proceeds" has the same meaning assigned to it in the Loan Agreement,

"Loan Agreement" means the loan agreement dated on or around the date of the Debenture and made between The Oriana Limited Partnership (acting by its general partner, Oriana GP Limited) as Borrower (1), the entities named therein as Guarantors (2), the Arrangers (3), the Original Lenders (4), the Account Bank (5), the Agent (6) and the Hedge Counterparties (7) as amended, varied, supplemented and/or restated from time to time,

"Obligor" has the same meaning assigned to it in the Loan Agreement,

"Permitted Security" has the same meaning assigned to it in the Loan Agreement;

"Phase I Development Document" has the same meaning assigned to it in the Loan Agreement,

"Phase II Development Document" has the same meaning assigned to it in the Loan Agreement;

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

"Property" means each property described in schedule 3 to this MG01 (together the "Properties"),

"Real Property" has the same meaning assigned to it in the Loan Agreement;

"Recovery Prepayment Proceeds" has the same meaning assigned to it in the Loan Agreement,

"Rent Account" has the same meaning assigned to it in the Loan Agreement,

"Rental Income" has the same meaning assigned to it in the Loan Agreement,

"Residential Sale Proceeds Account" has the same meaning assigned to it

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

in the Loan Agreement,

"**Security**" has the same meaning assigned to it in the Loan Agreement,

"**Site Assembly Reserve Account**" has the same meaning assigned to it in the Loan Agreement,

"**Surplus Income Account**" has the same meaning assigned to it in the Loan Agreement,

"**Tenant Deposit Account**" has the same meaning assigned to it in the Loan Agreement, and

"**Unenforceable**" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Finance Party or Chargor) and "**Unenforceability**" will be construed accordingly.

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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 AYA/AMA

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:

- ☐ 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)



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

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

**COMPANY NO. 6371951  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURES DATED  
15 NOVEMBER 2012 AND CREATED BY ORIANA GP LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO THE FINANCE PARTIES 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 22 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER  
2012

OX



**Companies House**



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