

MG01

Particulars of a mortgage or charge

231413/65



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

THURSDAY



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A38

29/11/2012

#20

COMPANIES HOUSE

1

Company details

Company number

0 6 9 0 5 5 8 1

Company name in full

Long Harbour Ltd (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

d2 d3 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

A security agreement dated 23 November 2012 between the Chargor and HSBC Corporate Trustee Company (UK) Limited (the **Security Agent**) (the **Deed**)

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to any Finance Party under each Finance Document (each as defined below) except for any obligation which, if it were so included, would result in the Deed contravening Section 678 or 679 of the Companies Act 2006 (the **Secured Liabilities**)

Continuation page

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

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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 HSBC Corporate Trustee Company (UK) Limited

Address Level 24, 8 Canada Square, London

Postcode E 1 4 5 H Q

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 Please see the continuation page

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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).

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Signature

Please sign the form here

Signature

Signature

X Men + Jony LLP 28/11/12 X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name GSM (0013726-0003005)

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country London

DX

Telephone 02030884346



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.1 General

(a) All the security created under the Deed

- (i) is created in favour of the Security Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Security Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Shares

The Chargor charges by way of a first fixed charge

- (a) all the Shares owned by it or held by any nominee on its behalf, and
- (b) all Related Rights, which the Chargor is entitled to exercise unless and until an Event of Default is outstanding

2. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or allow to subsist any Security Interest (other than as created under the Deed) on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

3. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by the Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

6 Short particulars of all the property mortgaged or charged

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Short particulars

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Agent may think expedient

4. DEFINITIONS

Additional Hedge Counterparty means a bank or financial institution which becomes a Hedge Counterparty after the date of the Credit Agreement in accordance with Subclause 32.8 (Additional Counterparties) of the Credit Agreement

Administrative Party means the Arranger, the Security Agent or the Facility Agent

AIC means Atlantic Regeneration Property 1 Limited Partnership (registered under the Limited Partnership Act 1907 with registered number LP 14868) acting by its general partner Atlantic Regeneration Property 1 General Partner Limited (registered under 07907466)

Arranger means HSBC Bank plc

Commitment means

- (a) for the Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) of the Credit Agreement under the heading **Commitments** and the amount of any other Commitment it acquires, and
 - (b) for any other Lender, the amount of any Commitment it acquires,
- to the extent not cancelled, transferred or reduced under the Credit Agreement

Credit Agreement means the £55,000,000 credit agreement dated 23 November 2012 between, amongst others, the Chargor and the Facility Agent

Duty of Care Agreement means a duty of care agreement entered into or to be entered into by an Operator or Property Manager, an Obligor and the Security Agent

Event of Default means an event or circumstance specified as such in Clause 23 (Default) of the Credit Agreement

Facility Agent means HSBC Bank plc

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and AIC setting out the amount of certain fees referred to in the Credit Agreement

6 Short particulars of all the property mortgaged or charged

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Short particulars

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) the Hedging Strategy Letter,
- (d) a Hedging Agreement,
- (e) a Subordination Agreement,
- (f) a Duty of Care Agreement,
- (g) a Fee Letter,
- (h) a Transfer Certificate,
- (i) a Hedge Counterparty Accession Agreement, or
- (j) any other document designated as such by the Facility Agent and AIC

Finance Party means a Lender, a Hedge Counterparty or an Administrative Party

General Partner means Atlantic Regeneration Property 1 General Partner Limited, registered in England and Wales, registered number 07907466

Guarantor means Atlantic Regeneration Property 1 General Partner Limited, Atlantic Regeneration 1 Nominee 1 Limited, Atlantic Regeneration 1 Nominee 2 Limited or Atlantic Regeneration 1 Security Agent Limited

Hedge Counterparty means the Original Hedge Counterparty or an Additional Hedge Counterparty

Hedge Counterparty Accession Agreement means a letter, substantially in the form of Part 2 of Schedule 5 (Form of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

Hedging Agreement means any master agreement, confirmation, transaction schedule or other agreement in agreed form entered into or to be entered into by AIC in accordance with the Hedging Strategy Letter for the purpose of hedging interest payable under the Credit Agreement

Hedging Strategy Letter means the letter dated on or about the date of the Credit Agreement, between AIC, the Facility Agent and the Original Hedge Counterparty

6 Short particulars of all the property mortgaged or charged

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Short particulars

Hutchison Whampoa means Hutchison Whampoa Limited, registered in Hong Kong, registered number 54532

HW Subordination Agreement means the subordination agreement dated on or about the date of the Credit Agreement between (among others) Hutchison Whampoa and the Security Agent

Lender means

- (a) the Original Lender, or
- (b) any person which becomes a Party in accordance with Clause 32.2 (Assignments and transfers by Lenders) of the Credit Agreement

Limited Partner means Atlantic Regeneration 1 Unit Trust established under a trust instrument dated 10 February 2012 entered into by the Trustee as trustee

Loan means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Credit Agreement or the principal amount outstanding of that borrowing

Majority Lenders means, at any time, Lenders

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate $66\frac{2}{3}$ per cent or more of the aggregate of all the outstanding Loans and the undrawn Commitments of all the Lenders,
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate $66\frac{2}{3}$ per cent or more of the Total Commitments, or
- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated $66\frac{2}{3}$ per cent or more of the Total Commitments immediately before the reduction

Obligor means AIC or a Guarantor

Operator means Aztec Financial Services (UK) Limited (company number 5702040) or any other operator of AIC appointed by the General Partner with the prior consent of the Majority Lenders (acting reasonably)

Original Hedge Counterparty means HSBC Bank plc

Original Lender means the financial institutions listed in Schedule 1 (Original Lenders) of the Credit Agreement

Party means a party to the Credit Agreement

6 Short particulars of all the property mortgaged or charged

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Short particulars

Property Manager means the Chargor

Receiver means a receiver and manager or a receiver, in each case, appointed under the Deed

Related Rights means

- (a) any dividend or interest paid or payable in relation to any Shares, and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Security Agreement means a security agreement in favour of the Security Agent in the form of Schedule 7 (Form of Security Agreement) of the Credit Agreement with such amendments as the Security Agent may approve or reasonably require

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Security Document means

- (a) a Security Agreement,
- (b) the Deed,
- (c) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or
- (d) any other document designated as such by the Security Agent and AIC

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Shares means all of the shares in the share capital of the General Partner

Subordination Agreement means

- (a) the HW Subordination Agreement,
- (b) the Trustee Subordination Agreement, or
- (c) a subordination agreement, substantially in the form of Schedule 9 (Form of Subordination Agreement) of the Credit Agreement with such amendments as the Security Agent may approve or reasonably require

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Short particulars

Total Commitments means the aggregate of the Commitments of all the Lenders

Transfer Certificate means a certificate, substantially in the form of Part 1 of Schedule 5 (Forms of Accession Documents) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and AIC

Trustee means Aztec (Trustees No 1) Limited, registered in Jersey, registered number 95948

Trustee Subordination Agreement means the subordination agreement dated on or about the date of the Credit Agreement between (among others) the Trustee (acting as trustee of the Limited Partner) and the Security Agent



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6905581
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 23
NOVEMBER 2012 AND CREATED BY LONG HARBOUR LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 29 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER
2012

Jo



Companies House



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