

# MG01

## Particulars of a mortgage or charge



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**iris**  
LASERFORM

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

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



**What this form is NOT for**

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

WEDNESDAY



\*A8114PKX\*

A38

01/12/2010

494

COMPANIES HOUSE

1

### Company details

Company number

7 2 4 6 0 7 3

Company name in full

Oaklands Road Limited (the "Chargor")

2

For official use

→ **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 d6 m1 m1 y2 y0 y1 y0

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 (the "Charge")

4

### Amount secured

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

Amount secured

All present and future obligation and liabilities  
(whether actual or contingent, whether owed jointly  
or severally, as principal or surety or in any  
other capacity whatsoever) of the Obligors to the  
Lender pursuant to the Finance Documents (and  
whether originally owing to the Lender or purchased  
or acquired by the Lender), except for any  
obligation or liability which, if it were so  
included, would result in the Charge contravening  
the law. (the "Secured Obligations")

Please see the relevant continuation sheet for  
definitions

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

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

Name Michael Jaffray de Hauteville Bell

Address Beech Farm, Cottagers Lane,  
Hordle, Lymington

Postcode S O 4 1 0 F E

Name Christopher Guthrie Little (together the "Lender")

Address 40-41 Pall Mall  
London

Postcode S W 1 Y 5 J G

### 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 relevant continuation sheet

# MG01

## Particulars of a mortgage or charge

7

### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

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 866).

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 870). 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



X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name Anna Crosby

Company name Maclay Murray & Spens LLP

Address One London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A B

Country

DX DX 123 London Chancery Lane

Telephone 020 7002 8500



### 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)

# MG01 - continuation page

## Particulars of a mortgage or charge

4	<b>Amount secured</b> Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form MG01 the following definitions apply:</p> <p><b>"Administrator"</b> means any person appointed as administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act.</p> <p><b>"Assigned Documents"</b> means the documents listed in Schedule 1 of the Charge.</p> <p><b>"Charged Asset"</b> means the assets, rights and undertakings of the Chargor from time to time mortgaged, charged or assigned to the Lender by or pursuant to the Charge</p> <p><b>"Encumbrance"</b> means and standard security, mortgage, charge, guarantee, assignation, pledge, lien or other security right whatsoever.</p> <p><b>"Facility Agreement"</b> means the agreement for a term loan facility between the Lender, the Chargor and Chase Green Developments Limited dated 12 October 2010.</p> <p><b>"Finance Document"</b> means the Facility Agreement and any agreement or letter from the time to time setting out the terms of or constituting the Secured Obligations together with any document creating or conferring any Encumbrance which is in either case granted by any person in favour of the Lender in respect of the Secured Obligations.</p> <p><b>"Insurance Policy"</b> means any policy of insurance or assurance in which the Chargor may at any time have an interest.</p> <p><b>"Intellectual Property Rights"</b> means:</p> <ul style="list-style-type: none"> <li>(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not, and</li> <li>(b) the benefit of all applications for and rights to use any such benefits</li> </ul> <p><b>"Investments"</b> means all shares and stock in the capital of any company, debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest together in all cases with all Related Rights.</p> <p><b>"Obligors"</b> means any party to a Finance Document other than the Lender</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>"Real Property"</b> means all present or future freehold or leasehold property in which the Chargor has an interest save for the freehold property charged to the Lender by the Chargor pursuant to a fixed legal charge dated on or around the date of the Charge and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid in respect of those covenants.</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Charge or pursuant to the statute</p> <p><b>"Related Rights"</b> means, in relation to any Investments, all rights derived from those Investments including rights to dividends, interest and other distributions paid or payable after the date of the Charge on all or any of those Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Investments or in substitution or exchange for all or any of the Investments.</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. <b>CREATION OF SECURITY</b></p> <p>1.1 <b>General</b></p> <p>All the security created under the Charge:</p> <p>1.1.1 is created in favour of the Lender;</p> <p>1.1.2 is created over present and future assets of the Chargor,</p> <p>1.1.3 is security for the payment of all the Secured Obligations; and</p> <p>1.1.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>1 2 <b>Fixed charges</b></p> <p>To the extent not validly or effectively assigned pursuant to Clause 3 4 of the Charge (<i>Assignment by way of Security</i>), the Chargor charges by way of first fixed charge:</p> <p>1.2.1 all estates or interests in any Real Property now or hereafter belonging to it,</p> <p>1.2.2 all its rights under any agreement relating to the purchase of any freehold or leasehold property;</p> <p>1.2.3 all its rights under any occupational lease, licence or other right of occupation,</p> <p>1.2.4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession;</p> <p>1.2.5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts;</p> <p>1.2.6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,</p> <p>1.2.7 all its rights under any interest rate hedging arrangements,</p> <p>1 2 8 its goodwill,</p> <p>1 2 9 its uncalled capital,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

1.2 10 all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment;

1.2 11 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest,

1.2 12 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them, and

1.2 13 any beneficial interest, claim or entitlement it has to any assets of any pension fund

#### 1 3 Exceptions to fixed security

The fixed security from time to time created by the Charge does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated

#### 1 4 Assignment by way of security

To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3 2 of the Charge (*Fixed charges*), the Chargor assigns and agrees to assign absolutely all of its right, title and interest in:

1.4 1 the benefit of any agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it,

1.4 2 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies; and

1.4.3 each of the Assigned Documents.



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 5 <b>Floating charge</b></p> <p>The Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions of 1 1 to 1.4 or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of 1 1 to 1.4</p> <p>1 6 <b>Automatic crystallisation of floating charge</b></p> <p>The floating charge created by Clause 3.5 of the Charge (<i>Floating charge</i>) shall (other than in respect of any Charged Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under Section 72 of the Insolvency Act by reason of automatic conversion) immediately upon the occurrence of the relevant event convert into a fixed charge in respect of:</p> <p>1.6 1 any Charged Asset which shall without the prior written consent of the Lender become subject to a fixed charge in favour of any person other than the Lender;</p> <p>1.6 2 any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process,</p> <p>1.6 3 all Charged Assets if an Administrator is appointed by the Lender or the Lender receives notice of an intention to appoint an Administrator; or</p> <p>1.6.4 all Charged Assets on the convening of any meeting of the members of the Chargor to consider a resolution to wind up the Chargor (or not to wind up the Chargor).</p> <p>1 7 <b>Crystallisation on notice of floating charge</b></p> <p>The Lender may at any time</p> <p>1.7.1 after the security created by the Charge has become enforceable in accordance with Clause 12 of the Charge (<i>When security becomes enforceable</i>), or</p> <p>1 7 2 if the Chargor fails to comply or takes or threatens to take any action which in the reasonable opinion of the Lender is likely to result in it failing to comply with its obligations under Clause 6 of this Charge (<i>Restriction on dealings</i>); or</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

1 7 3 if the Lender considers that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, or are otherwise in jeopardy; or

1.7.4 if the Lender considers that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of the Chargor,

by giving notice in writing to that effect to the Chargor convert the floating charge created by Clause 3.5 of the Charge (*Floating charge*) into a fixed charge as regards any asset specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

#### 1.8 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3.5 of the Charge (*Floating Charge*) so that the floating charge created by Clause 3.5 (*Floating charge*) shall be a "qualifying floating charge" for the purposes of that paragraph.

#### 1.9 Restrictions on the creation of security

If security cannot be created in respect of any asset of the Chargor without the consent of any third party:

1.9 1 the Chargor must notify the Lender promptly upon becoming aware of the same,

1 9.2 the Charge shall not create any security in respect of that asset except to the extent permitted without the consent of any third party but will secure all amounts which the Chargor may receive in respect of that asset;

1.9 3 unless the Lender otherwise agrees, the Chargor must use reasonable endeavours to obtain the consent of the third party to the creation of security over that asset pursuant to the Charge; and

1 9.4 on and from the date on which such consent is obtained, the security created by the Charge shall extend to and include that asset.

## MG01 - continuation page

### Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**2. PROVISIONS AS TO SECURITY**

**2.1 Continuing security**

2.1.1 The security from time to time created by the Charge is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Lender.

2.1 2 No part of the security from time to time created by the Charge will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

**2 2 Additional security**

The Charge shall be without prejudice and in addition to any other security which may at any time be held by the Lender from the Chargor or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security



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

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

**COMPANY NO. 7246073  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26  
NOVEMBER 2010 AND CREATED BY OAKLANDS ROAD  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE OBLIGORS TO MICHAEL JAFFRAY DE  
HAUTEVILLE BELL, CHRISTOPHER GUTHRIE LITTLE  
(TOGETHER THE LENDER) 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 1 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 DECEMBER  
2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES