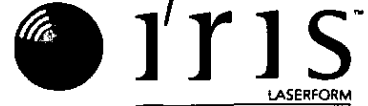


# MG01

## Particulars of a mortgage or charge

12/09/11 / 13



**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

MONDAY



"L1EQLMLS"  
LD3 06/08/2012 #119  
COMPANIES HOUSE

### 1 Company details

|                      |                                       |   |   |   |   |   |   |
|----------------------|---------------------------------------|---|---|---|---|---|---|
| Company number       | 4                                     | 2 | 9 | 8 | 2 | 0 | 9 |
| Company name in full | Parabola Land Limited (the "Chargor") |   |   |   |   |   |   |

For official use  
1 2  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

|                  |    |    |    |    |    |    |    |    |
|------------------|----|----|----|----|----|----|----|----|
| Date of creation | d2 | d5 | m0 | m7 | 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: Debenture (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 which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Chargor to the Lender under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety

**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     | Peter John Millican   |
| Address  | The Old Vicarage, Matfen, Stamfordham<br>Newcastle upon Tyne  |
| Postcode | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Name     | Peter Godfrey Clark   |
| Address  | Great North House, Sandyford Road<br>Newcastle Upon Tyne  |
| Postcode | N E 1 <input type="text"/> <input type="text"/> 8 N D <input type="text"/>  |

**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. By way of legal mortgage any freehold or leasehold property now vested in the Chargor
2. By way of fixed charge each of the following including all rights of enforcement of the same:
  - (a) the Chargor's interest in any freehold or leasehold property acquired after the date of the Deed,
  - (b) the Chargor's interest in the Relevant Contracts;
  - (c) all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Charged Property and all guarantees and warranties in respect of any of them;
  - (d) all easements, licences and other rights present or future relating to any Charged Property in which the Chargor has an interest,
  - (e) any accounts of the Chargor present and future maintained with the Lender and the debts represented by them,
  - (f) the Investments,
  - (g) if applicable the Chargor's uncalled capital;
  - (h) the Chargor's goodwill; and
  - (i) all Related Rights in respect of the above.

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

Please give the short particulars of the property mortgaged or charged

Short particulars

3 By way of security assignment each of the following including all rights of enforcement of the same.

- (a) all Rent present and future;
- (b) the proceeds from the disposal of any Charged Asset;
- (c) all book debts and other debts present and future payable to the Chargor;
- (d) any accounts of the Chargor present and future not charged under paragraph 2 above and the debts represented by them,
- (e) all monies payable to the Chargor under any Insurance Policies;
- (f) the benefit of the copyright and similar rights vested in the Chargor present and future in connection with any Charged Property;
- (g) all causes of action and other rights and remedies in which the Chargor has an interest at any time;
- (h) the Chargor's rights, interests and all monies payable to it under any hedging arrangement present and future,
- (i) the benefit of any monies paid or payable to the Chargor from time to time by way of compensation, endowment, gift, grant or otherwise;
- (j) the Chargor's interest from time to time in any VAT recoveries, and
- (k) all Related Rights in respect of the above.

4 By way of floating charge all the Chargor's assets, property and undertaking both present and future

NOTES

1 The Deed contains a provision that the charges created under the Deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security; and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed

2 The Deed contains a provision that the Lender may at any time by notice in writing to the Chargor convert the floating charge referred to in paragraph 4 above with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if

- (a) an Event of Default (as defined in the Facility Agreements) is continuing; or

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) the Lender considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process

3 The Deed provides that notwithstanding Note 2 above and without prejudice to any law which may have a similar effect, the floating charge referred to in paragraph 4 above will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if

(a) the Chargor creates or attempts to create any Security Interest (other than Permitted Security (as defined in the Deed)) over any Charged Assets,

(b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed,

(c) any other floating charge over any of the Charged Assets crystallises, or

(d) in any other circumstances prescribed by law

4 The Deed contains a provision that the Chargor shall execute and do at its own cost and in such form as is reasonably required by the Lender:

(a) such further additional mortgages, charges, assignments, transfers and conveyances, and

(b) such assurances, deeds, documents, acts and things,

as the Lender may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed

5 The Deed contains a provision that if the Lender so requests, the Chargor shall

(a) serve a notice in respect of any Charged Asset, and

(b) affix or indorse (as appropriate) a notice of the security intended by the Deed on any Charged Asset,

in both cases in the form set out in Schedule 2, Part 1 (Notice of assignment or charge of contract) in respect of contracts and Schedule 2, Part 2 (Notice of account assignment) in respect of accounts assigned pursuant to Clause 3 4 (e)

6 The Deed provides that the Chargor authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against dispositions of the relevant

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

Please give the short particulars of the property mortgaged or charged

Short particulars

registered estate

7 The Deed contains the following definitions

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them

"Charged Property" means any freehold or leasehold property from time to time charged pursuant to this Deed

"Facility Agreements" means each and all of

(a) a facility agreement dated 31st March 2010 as amended on 15th August 2011 and made between the Lender (1) and the Chargor (2) and any agreement entered into under or supplemental to it or amending, restating or novating it, and

(a) a facility agreement dated 24th May 2010 and made between the Lender (1) and the Chargor (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

"Finance Document" means each and all of the Facility Agreements, the Security Documents and all other documents or instruments granted or created in favour or for the benefit of the Lender under each Facility Agreement and any other document so designated by the parties now or in the future

"Insurance Policy" means any policy of insurance in which the Chargor may at any time have an interest.

"Investments" means the existing or future interest of the relevant person in:

(a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity, and

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

in each case, including any income, offer, right or benefit in respect of any such investment.

"Lender" means Peter John Millican of the Old Vicarage, Matfen, Stamfordham, Newcastle upon Tyne and Peter Godfrey Clark of Great North House, Sandyford Road, Newcastle Upon Tyne NE1 8ND in their capacity as trustees of a settlement made on 2 March 1990 between Peter John Millican (as settlor) (1) and Peter John Millican and Douglas Keith Bullock (as original trustees) (2) known as the Dorian Development Trust.

"Related Rights" means, in relation to any asset:

(a) the proceeds of sale of any part of that asset;

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

(d) all monies and proceeds paid or payable in respect of that asset, both present and future (including all rights against any trustee, nominee, fiduciary or clearing system)

"Relevant Contracts" means each and all of the following both present and future

- (a) each contract in respect of any disposal of any Charged Asset;
- (b) each occupational lease;
- (c) any managing agent's agreement; and
- (d) all other agreements, in which the Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them

"Rent" means all rents and other sums payable under any occupational leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them.

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

"Security Documents" means each and all of the Deed, and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Lender and any other document so designated by the parties now or in the future.

# 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

None

### 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 *Berwin Leighton Paisner LLP* 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 Ami Morrison - 30828.2

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 3657



### 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. 4298209  
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JULY 2012  
AND CREATED BY PARABOLA LAND LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO PETER JOHN MILLICAN AND PETER GODFREY CLARK 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 6 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2012

*DX*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES