

MG01

Particulars of a mortgage or charge

225368/13



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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



A06 *A185QUU3* 03/05/2012 #60
COMPANIES HOUSE

1

Company details

Company number 0 4 1 4 8 5 8 0
Company name in full Valad Properties (Marsh Mills) Limited
(the "Charging Company")

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 2 7 0 4 2 0 1 2

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 Supplemental legal mortgage dated 27 April 2012 made between the Charging Company (1) in
favour of Bank of Scotland plc (in its capacity as Security Agent for the Beneficiaries (as defined in
the Continuation Pages to Section 6 of this Form MG01)) (2) (the "Supplemental Legal
Mortgage")

4

Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section
6 of this Form MG01)

Reference to any Earl Finance Document (as defined in the
Continuation Pages to Section 6 of this Form MG01) includes
references to such Earl Finance Document as varied in any manner
from time to time, even if changes are made to the composition of
the parties to such document or to the nature or amount of any
facilities made available under such document

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

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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 Bank of Scotland plc (as Security Agent)

Address New Ueberior House, 11 Earl Grey Street

Edinburgh

Postcode E H 3 9 B N

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Supplemental Legal Mortgage unless otherwise specified. References in this Form MG01 to the Supplemental Legal Mortgage or to any other document (including any Earl Finance Document) include reference to the Supplemental Legal Mortgage, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Supplemental Legal Mortgage creates a charge by way of legal mortgage over all of the Charging Company's Mortgaged Property (as defined in the Continuation Pages to Section 6 of this Form MG01) as follows:

Particulars of property mortgaged or charged

- 1 As security for the payment, or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of legal mortgage all of the Mortgaged Property together with all buildings, fixtures and fixed plant and machinery at any time thereon.

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

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

CONTINUATION PAGE 1

Definitions

In this Form MG01 the following expressions have the following meaning

"Beneficiary" means

- (a) each Earl Finance Party, and
- (b) any Receiver or Delegate (each term as defined in the Global Financing Agreement)

"Debenture" means the debenture dated 22 March 2012 made between (amongst others) D U K E Real Estate Limited and certain other members of the Group (as defined therein) and Bank of Scotland (as Security Agent)

"Earl Facility Agreements" means the Duke Facilities Agreement, the Hurst Facility Letter, the VCP Facilities Agreements, the V€uro Facility Agreements, the VCP II Facility Agreement, the VPT EIT Facilities Agreement and the GAF MI Term Facility Agreement (each term as defined in the Global Financing Agreement)

"Earl Finance Document" means

- (a) the Global Financing Agreement,
- (b) any Accession Deed, any Compliance Certificate, any Fee Letter, the Hedging Strategy Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Utilisation Request, any Transaction Security Document and any 2012 Earl Facilities Amendment Agreement (each term as defined in the Global Financing Agreement),
- (c) the Earl Facility Agreements,
- (d) the VCP Local Norway Two Deed of Assignment and Assumption (as defined in the Global Financing Agreement),
- (e) the 2012 Earl Local Intercreditor Amendment Agreements (as defined in the Global Financing Agreement),
- (f) the Earl Local Intercreditor Agreements (as defined in the Global Financing Agreement),
- (g) any Finance Document, Master Document or BoS Document (each term as defined in each of the Earl Facility Agreements),
- (h) the Earl Guarantee (as defined in the Global Financing Agreement),
- (i) the Earl Duty of Care Deed (as defined in the Global Financing Agreement), and
- (j) any other document designated as an "Earl Finance Document" by the Global Financing Agent and the Earl Obligors' Agent (as defined in the Global Financing Agreement) or D U K E Real Estate Limited

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

CONTINUATION PAGE 2

"Global Financing Agreement" means the global financing agreement dated 22 March 2012 and made between, among others, D U K E Real Estate Limited (as the Parent), Valad Property Holdings (UK) Limited (as Earl Obligors' Agent), the parties listed therein as Earl Obligors and Bank of Scotland plc (in various capacities)

"Mortgaged Property" means all that freehold property known as 91 St Modwen Road, Plymouth, PL6 8LH and registered at the Land Registry under title number DN190498

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to all or any of the Beneficiaries under each or any of the Earl Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Earl Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Earl Finance Document or the obligations and liabilities imposed under such documents

"Security Agent" means Bank of Scotland plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Earl Finance Documents

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

Not applicable

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 *Hyundai International Ltd.* 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 **F1PTM/F3ALS**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode **E C 1 A 2 F G**

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4148580
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 27 APRIL 2012 AND CREATED BY VALAD
PROPERTIES (MARSH MILLS) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ALL OR ANY OF THE BENEFICIARIES 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 3 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2012

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES