

341386/13

In accordance with  
Section 860 of the  
Companies Act 2006

# MG01

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

FRIDAY



\*A14T0H8Y\*

A02 16/03/2012 #35  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 1 5 1 1 6 4

Company name in full Portsmouth Technopole Limited

5 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 1 4 0 3 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 Debenture

### 4 Amount secured

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

Amount secured All monies from time to time due or owing and all other actual or  
contingent liabilities from time to time incurred by the Company to the  
Mortgagee (including any under any master agreement, confirmation,  
schedule or other agreement entered into or to be entered into  
between the Company and the Mortgagee for the purpose of hedging  
interest rate liabilities and/or any exchange rate or other risks in  
relation to all or part of such monies due)

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

**MG01****Particulars of a mortgage or charge**

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Name	HSBC Bank plc	
Address	8 Canada Square, London	
Postcode	E 1 4 5 H Q	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	<p>All of the Company's present and future right, title and interest in and to the following assets which are at any time owned by the Company, or in which the Company from time to time have an interest.</p> <p>By way of first legal mortgage -</p> <ul style="list-style-type: none"><li>- the real property known as Portsmouth Technopole, Kingston Crescent, Portsmouth, Hampshire ('the Property') registered at HM Land Registry with Title Number PM7303; and</li><li>- all other real property (if any) at the date of the debenture vested in, or charged to the Company (excluding the Property);</li></ul> <p>By way of first fixed charge -</p> <ul style="list-style-type: none"><li>- all other real property and all interests in real property (excluding the Property and all other real property (if any) at the date of the debenture vested in, or charged to the Company);</li><li>- all licences to enter upon or use land and the benefit of all other agreements relating to land,</li><li>- the proceeds of sale of all real property; and</li><li>- the benefit of any rental deposit given or charged to the Company by any occupier of any real property</li></ul> <p>By way of first fixed charge (insofar as not mortgaged or charged by the clauses above) all present and future rents and other sums due to the Company under any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations ("Lease"),</p> <p>By way of first fixed charge all plant and machinery (insofar as not mortgaged or charged by the clauses above) and the benefit of all contracts, licences and warranties relating to the same</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	<p>By way of first fixed charge -</p> <ul style="list-style-type: none"> <li>- 650,000 Ordinary £1 shares in Portsmouth Technopole (Holdings) Limited which is incorporated and registered in England and Wales with company number 06001161, and</li> <li>- all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in Part II of Schedule II to the Financial Services and Markets Act 2000 as in force at the date of the debenture) now or in future owned by the Company or held by a nominee, trustee, fiduciary or clearance system on the Company's behalf or in which the Company have an interest at any time (not charged by the two clauses immediately above),</li> </ul> <p>in each case together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;</p> <p>By way of first fixed charge all your accounts with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts,</p> <p>By way of first fixed charge all the rights you have from time to time in respect of any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (whether registered or unregistered) and the benefit of all applications for and rights to use such assets,</p> <p>By way of first fixed charge (to the extent not otherwise charged or assigned) -</p> <ul style="list-style-type: none"> <li>- the benefit of all licences, consents, agreements and authorisations, consents, approvals, resolutions, licences, exemptions, filings, notations or registrations held or used in connection with your business or the use of any of your assets; and</li> <li>- any letter of credit issued in your favour and all bills of exchange and other negotiable instruments held by you,</li> </ul> <p>By way of first fixed charge all of your goodwill and uncalled capital</p>

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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>The Company assign and agree to assign absolutely (subject to a proviso for reassignment on redemption) all of their present and future right, title and interest in and to</p> <ul style="list-style-type: none"> <li>- (to the extent not mortgaged or charged as above) all present and future rents and other sums due to you under any Lease,</li> <li>- each master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Company and the Mortgagee for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the amounts secured by the debenture, all rights and remedies in connection with such agreements, confirmations, schedules, etc and all proceeds and claims arising from them,</li> <li>- each Material Agreement together with all rights and remedies in connection with each Material Agreement and all proceeds and claims arising from them,</li> <li>- all insurance policies; claims under those insurance policies and all proceeds of those claims under the insurance policies;</li> <li>- all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by you or due or owing to you (whether actual or contingent and whether arising under contract or in any other manner whatsoever),</li> <li>- the benefit of all rights, guarantees, mortgages, charges, assignments, pledges, liens, standard securities, assignations or other security interests securing any obligation of any person or any other agreements or arrangements having a similar effect and remedies relating to any of the foregoing, and</li> <li>- all proceeds of any of the foregoing not otherwise assigned above</li> </ul> <p>To the extent that any right referred to above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Company's present and future rights and claims to any proceeds of such rights</p> <p>The Company charges and agrees to charge by way of first floating charge all of the Company's present and future</p> <ul style="list-style-type: none"> <li>- assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to the above or any other provision of the debenture; and</li> <li>- (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</li> </ul>

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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

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### 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).

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### 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.

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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

MICK APPLEBY

Company name

HSBC BANK PLC

Address

SHEFFIELD SECURITIES PROCESSING  
CENTRE, GRIFFIN HOUSE, 41 SILVER  
STREET HEAD

Post town

SHEFFIELD

County/Region

SOUTH YORKSHIRE

Postcode

S1 3GG

Country

UK

DX

DX 712350 SHEFFIELD 19

Telephone

0114 252 0502



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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. 4151164  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 MARCH  
2012 AND CREATED BY PORTSMOUTH TECHNOPOLE LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO HSBC BANK PLC 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 16 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MARCH 2012

*Dx*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES