

MG01

Particulars of a mortgage or charge



7144803.

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 on a company. To do this, please use form MG01s

MONDAY



A30 *A2C48LM7* 12/07/2010 166
COMPANIES HOUSE

1

Company details

Company number 04316344

Company name in full C.G I.S Littlehampton Limited

8

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 01/07/2010

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 Floating Charge

4

Amount secured

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

Amount secured all present and future sums, obligations and liabilities payable or owing by the Company to the Chargee and the Finance Parties (or any of them) or any Receiver appointed under the Floating Charge and under the other Finance Documents to which it is a party and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation all obligations to indemnify the Chargee and/or the Finance Parties and/or the Receiver

(please see 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	Bank of Scotland plc for itself and as agent and	
Address	security trustee for the Finance Parties ("Chargee")	
	The Mound, Edinburgh	
Postcode	E H 1 1 Y Z	
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	<p>The Company as beneficial owner charges in favour of the Chargee by way of floating charge all its undertaking and all its property, assets and rights whatsoever both present and future.</p> <p>The charges created by the Floating Charge shall rank behind any security created by the Trust Deed which has not been discharged and released and in accordance with the terms of the Priorities Deed</p> <p>The Company shall not otherwise than as required or permitted by the Facility Agreement or the Trust Deed -</p> <p>(a) create or permit to subsist any Encumbrance over all or any part of the Security Assets,</p> <p>(b) part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets.</p> <p>(please see continuation sheet for definitions)</p>	

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

N/A

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)

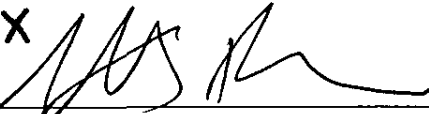
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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 

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS 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 Danielle Toal

Company name Maclay Murray & Spens LLP

Address 151 St Vincent Street

Post town Glasgow

County/Region

Postcode G 2 S N J

Country

DX GW67 GLASGOW

Telephone 0141 303 2471



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

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

"Accession Letter" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Facility Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement

"Agent" means Bank of Scotland plc as agent of the Finance parties

"Arranger" means Bank of Scotland plc as arranger

"Borrower" means HDL Debenture Limited (Company number 01755077) having a registered office at 10 Upper Berkeley Street, London W1H 7PE

"Effective Date" has the meaning given to that term in the Second Amendment and Restatement Agreement

"Facilities" means any one of the Term Loan Facility, the Working Capital Facility and the Revolving Facility

"Facility Agreement" means the facility agreement originally dated 5 July 2005 and as amended and restated on 24 December 2008 and 1 July 2010 between, *inter alios*, Bank of Scotland plc (in various capacities) and the Borrower

"Finance Documents" means the Facility Agreement, any Accession Letter, the Security Documents, the Hedging Documents, the Intercreditor Agreement, any Resignation Letter and any other document designated as such by the Agent and the Borrower

"Finance Parties" means the Agent, the Arranger, a Lender, a Hedge Counterparty or the Security Trustee

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement

"Hedge Counterparty" means (a) the Original Hedge Counterparty and (b) any person which has become a Party as hedge counterparty in accordance with Clause 23.8 of the Facility Agreement

"Hedging Documents" means the hedging agreement between the Borrower and Bank of Scotland plc (formerly with HBOS Treasury Services plc) (constituted by an ISDA Master Agreement and Schedule) for hedging interest rates in relation to the Facilities

"Intercreditor Agreement" means the intercreditor agreement dated on or around the Effective Date and made between, *inter alia*, C G I S Group Limited, C G I S Group (No 3) Limited, the Borrower, the Agent, Mark Steinberg, Terence Cole, Steven Collins and City and General Holdings Limited and which replaces the subordination deed entered into between CGIS Group Limited, the Borrower and the Agent dated 5 July 2005

"Lender" means (a) the Original Lender and (b) any bank, financial institution, trust fund or other entity which has become a Party as Lender in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement

"Obligor" means the Borrower or a Guarantor

"Original Guarantor" means each of the companies listed in Schedule 2 to the Facility Agreement as original guarantors

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>"Original Hedge Counterparty" means Bank of Scotland plc as original hedge counterparty</p> <p>"Original Lender" means Bank of Scotland plc as original lender</p> <p>"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees</p> <p>"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Facility Agreement</p> <p>"Revolving Facility" means the revolving credit facility made available under the Facility Agreement as described in Clause 2 1 1 (<i>The Facilities</i>)</p> <p>"Second Amendment and Restatement" means the second amendment and restatement agreement dated 1 July 2010 between C G I S Group (No 3) Limited, the Borrower and Bank of Scotland plc (in various capacities)</p> <p>"Security Documents" means second ranking floating charges from each Obligor and "Security Document" means any one of them together with any other document entered into by any Obligor creating or expressed to create any security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p>"Security Trustee" means Bank of Scotland plc as security trustee for the Finance Parties</p> <p>"Term Loan Facility" means the term loan facility as made available under the Facility Agreement as described in Clause 2 1 1 (<i>The Facility</i>)</p> <p>"Working Capital Facility" means the working capital facility made available under the Facility Agreement under Clause 2 1 3 (<i>The Facility</i>)</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

"Borrower" means HDL Debenture Limited (Company number 01755077) having a registered office at 10 Upper Berkeley Street, London W1H 7PE

"Encumbrance" means a mortgage, charge (whether fixed or floating), standard security, pledge, assignment, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Facility Agreement" means the facility agreement originally dated 5 July 2005 and as amended and restated on 24 December 2008 and 1 July 2010 between, *inter alios*, Bank of Scotland plc (in various capacities) and the Borrower

"Priorities Agreement" means the priorities agreement dated on or around the date of the Floating Charge between Hemingway Debenture Limited, the Chargee and Royal Exchange Trust Company Limited

"Security Assets" means all assets, rights and property of the Company the subject of any security created by the Floating Charge

"Trust Deed" means the Trust Deed dated 13 July 1993 between, *inter alios*, (1) Hemingway Debenture Limited (then called Hemingway Properties PLC) and (2) Royal Exchange Trust Company Limited, and all deeds and documents supplemental thereto



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4316344
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 1
JULY 2010 AND CREATED BY C.G.I.S. LITTLEHAMPTON
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC FOR
ITSELF AND AS AGENT AND SECURITY TRUSTEE FOR THE
FINANCE PARTIES AND THE FINANCE PARTIES (OR ANY OF
THEM) OR ANY RECEIVER 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 12 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES