

MG01

258178/13



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

THURSDAY



A40 *A0W2UPZQ* 72
16/12/2010
COMPANIES HOUSE

1

Company details

Company number 0 6 2 2 2 1 8 4

Company name in full BHE PROPERTY DEVELOPMENTS 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 d0 d9 m1 m2 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 dated 9 December 2010 between the Chargor (1) and Santander UK
PLC (2), acting in its capacity as security trustee for the Secured
Parties (the "Security Trustee") (the "Debenture")

4

Amount secured

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

Amount secured Please see the continuation page to this form

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 Santander UK PLC

Address 2 Triton Square, Regent's Place

London

Postcode N W 1 3 A 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

Please see the continuation page to this form

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 Freshfields 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 Sarah Clark

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country United Kingdom

DX DX 154280 Cheapside 8

Telephone 0845 497 0777



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 enquires@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	<p>The amount secured by the Debenture is 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 Chargor to the Secured Parties (or any of them), whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Security Trustee in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities ("Secured Obligations") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act</p> <p>All capitalised terms used in this form and its continuation pages and not already defined are defined in the continuation page to panel 6 of this form</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. Fixed Charge

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee the following assets

1 1 **First legal mortgage on Specified Property** - by way of first legal mortgage, all of the Specified Property, as identified in Schedule 3 of the Debenture,

1 2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3 1 1 of the Debenture as described at paragraph 1 1 above), (b) any other rights, title or interest of the Chargor in Property, wherever situated, and (c) all Associated Rights in relation to its Property;

1 3 **First fixed charges in respect of Designated Chattels** - by way of first fixed charge, (a) the Designated Chattels (if any) (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3 1 1 or 3 1 2 of the Debenture, as described at paragraphs 1 1 and 1 2 above), and (b) all Associated Rights in relation to such Designated Chattels,

1 4 **First fixed charges in respect of other chattels** - by way of first fixed charge (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3 1 1, 3 1 2 or 3 1 3 of the Debenture, as described at paragraphs 1 1, 1 2 and 1 3 respectively, nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1 4 of the Debenture and (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3 1 4 of the Debenture,

1 5 **First fixed charge on specified Shares** - by way of first fixed charge, (a) the Shares (if any) listed in Schedule 4 (Shares) of the Debenture and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;

1 6 **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3 1 5 of the Debenture, as

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>described at paragraph 1.5 above) and (b) all Distribution Rights from time to time accruing to or on such Investments,</p> <p>1 7 First fixed charges in respect of Insurances - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 of the Debenture but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest),</p> <p>1 8 First fixed charges in respect of book debts - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor and (b) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,</p> <p>1 9 First fixed charge on Specified Bank Balances - by way of first fixed charge, all of its Specified Bank Balances,</p> <p>1 10 First fixed charge on other Bank Balances - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1 9 of the Debenture, as described at paragraph 1 9 above),</p> <p>1 11 First fixed charge on Intellectual Property - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3 2 4 of the Debenture, by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest),</p> <p>1 12 First fixed charges in respect of Authorisations - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3 2 1 or 3 2 5 of the Debenture respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which</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>may at any time become payable to the Chargor in respect of such Authorisations,</p> <p>1 13 First fixed charge on contracts - to the extent that they do not fall within any other provision of Clause 3 1 (<i>Fixed Charges</i>) of the Debenture, as described in this paragraph 1, and are not effectively assigned under Clause 3 2.2 of the Debenture, by way of first fixed charge all of its rights under each agreement or document to which such Chargor is a party,</p> <p>1 14 First fixed charge on goodwill and uncalled capital - by way of first fixed charge, all the goodwill and uncalled capital of the Chargor, and</p> <p>1 15 First fixed charge on other Associated Rights - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Deed</p> <p>2 Assignments by way of security</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Trustee all (if any) its right, title and interest in and to the following assets</p> <p>2 1 Authorisations - all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations,</p> <p>2 2 Charged Contracts - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;</p> <p>2 3 Insurances and Insurance Proceeds - the Insurances and the benefit of all Insurance Proceeds of the Chargor,</p> <p>2 4 Intellectual Property - the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

such terms as may reasonably be specified by the Security Trustee,
and

2 5 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3 1 (*Fixed charges*) of the Debenture, as described at paragraph 1 above, or valid assignment pursuant to Clauses 3.2 1 to 3 2 4 of the Debenture, as described at paragraphs 2 1 to 2 4 above, and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Deed

3 **Floating charge**

3 1 As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charges in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future

3 2 The floating charge created by Clause 3 5 1 of the Debenture, and described at paragraph 3 1 above, is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Security Trustee as security for the Secured Obligations

3 3 **Conversion of floating charge**

3 4 The Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if

3 4 1 an Event of Default has occurred which is continuing, or

3 4 2 the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor

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

3.4 3 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require

3 5 Automatic conversion of floating charge

In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3 6 (*Conversion of floating charge*) of the Debenture

3 5 1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee; or

3 5 2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to such Chargor shall, without any notice being given under Clause 3 6 (*Conversion of floating charge*) of the Debenture and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor.

4. Negative pledge

During the Security Period, the Chargor shall not

4.1 create, extend or permit to subsist any Security over any of the Secured Assets, nor

4.2 (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any Subsidiary of the Chargor, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms nor (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described at Clause 5 1 of the Debenture, in any case in circumstances where the arrangement or transaction is entered into primarily as a

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>method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>4 3 Exceptions</p> <p>Clause 5 1 (<i>Negative pledge</i>) of the Debenture does not apply to the Permitted Security</p> <p>5 Continuing security</p> <p>The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding</p> <p>6 Power of Attorney</p> <p>6 1 The Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated for the purpose by the Security Trustee or the Receiver (in writing, under hand, signed by an officer of the Security Trustee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13 2 of the Debenture, as described below at paragraph 6 2</p> <p>6 2 The power of attorney granted in Clause 13 1 of the Debenture, as described at paragraph 6 1 above, allows the Security Trustee, the Receiver or the relevant nominee, in the name of the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under the Debenture and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Debenture or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Trustee or the Receiver under, or otherwise for the purposes of, the Debenture</p> <p>2 3 The Chargor covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 13 of the Debenture, as described in this paragraph 6</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<p><u>CONSTRUCTION</u></p> <p>In the Debenture and this form MG01, unless a contrary indication appears, a reference to</p> <p>"assets" includes present and future properties, revenues, rights and interests of every kind and reference to an "asset" includes any part or parts of such asset,</p> <p>"guarantee" includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,</p> <p>"indebtedness" includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent,</p> <p>"person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),</p> <p>the "Security Trustee" or any "Chargor" or "Party", shall be construed so as to include its successors in title, permitted assigns and permitted transferee</p> <p><u>DEFINITIONS</u></p> <p>"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts</p> <p>"Charged Contracts" means those contracts brief particulars of which are set out in Schedule A to this form MG01.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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"Derivative Payments" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) owned by the Chargor and listed in Schedule 5 (Designated Chattels) of the Debenture, which is blank, and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

"Development Account" means the account held with Santander UK PLC with sort code 72-00-00 and account number 01256386

"Discharge Date" means the date with effect from which the Security Trustee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Security Trustee cancelled

"Event of Default" means the occurrence of any of the events or circumstances defined in the Facility Agreement as an "Event of Default"

"Facility Agreement" means an agreement made on or about the date of the Debenture between the Chargor and the Security Trustee

"Finance Documents" has the meaning set out in the Facility Agreement

"Financial Indebtedness" has the meaning set out in the Facility Agreement

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture

"General Account" means the account held with Santander UK PLC with sort code 72-00-00 and account number 01256408

"Group" has the meaning set out in the Facility Agreement

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all such Chargor's interest in any of the foregoing

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, know-how, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars

registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world now and in the future

"Permitted Security" means the Security created by the Debenture any other Security which is permitted or required to be entered into pursuant to clause 17 5 3 of the Facility Agreement

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to "Property" also includes a reference to each separate part or parts of such Real Property

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor

"Rent Account" means the account held with Santander UK PLC with sort code 72-00-00 and account number 01256394

"Secured Assets" means the assets the subject of any Security created by the Debenture

"Secured Parties" mean Santander UK PLC and each of its subsidiaries from time to time.

"Security Period" means the period beginning on the date of this Deed and ending on the Discharge Date

"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect

"Shares" means all shares (if any) specified in Schedule 4 (Shares) of the Debenture, which is blank, and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 1 (Bank accounts) of the Debenture, being the Development Account, the Rent Account and the General Account, as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

"Specified Property" means the property set out in Schedule 3 of the Debenture which is freehold property known as 168-190 Fulham Palace Road, London as described in more detail under the Land Registry title numbers 241990, 394787 and NHGL374906

"Subsidiary" has the meaning set out in the Facility Agreement

MG01 - continuation page

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SCHEDULE A: Charged Contracts

	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
1	Building Contract	On or about the date of the Debenture	(1) Ocon Construction Limited of The Place, Ducie Street, Manchester M1 2TP (2) BHE Property Developments Limited
2	Employer's Agent, Quantity Surveyor and CDM Coordinator's Deed of Appointment	On or about the date of the Debenture	(1) DBK Group Limited of 321 Bradford Street, Birmingham B5 6ET (2) BHE Property Developments Limited
3	Structural and Civil Engineer's Deed of Appointment	On or about the date of the Debenture	(1) Clarke Bond (South East) Limited of 129 Cumberland Road, Bristol BS1 6UY (2) BHE Property Developments Limited
4	Mechanical & Electrical Engineer's Deed of Appointment	On or about the date of the Debenture	(1) RPS Planning and Development Limited of Centurion Court, 85 Milton Park, Abingdon, Oxfordshire OX14 4RY (2) BHE Property Developments Limited
5	Parent Company Guarantee	On or about the date of the Debenture	(1) Opal Property Group Limited of C/O The Place, Ducie Street, Manchester M1 2TP (2) BHE Property Developments Limited
6	Performance Bond	On or about the date of the Debenture	(1) Evolution Insurance Company Limited of 1st Floor, Grand Ocean Plaza, Gibraltar (2) BHE Property Developments Limited
7	Crabtree Lease	25 November 2010	(1) Crabtree Estates Limited of 190 Fulham Palace Road, London W6 9PA (2) Mr Thomas Roger Price of Treetops, Herons Close, New Domewood, West Sussex RH10 3HF (3) BHE Property Developments Limited
8	Nero Agreement for Lease	10 June 2008	(1) Nero Holdings Limited of Second Floor, 3 Neal Street, London WC2H 9PU (2) BHE Property Developments Limited
9	Tesco Agreement for Lease	29 April 2008	(1) Tesco Stores Limited of Tesco House, Delamare Road, Cheshunt, Herts EN8 9SL (2) BHE Property Developments 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	10	Tesco Supplemental Agreement to Agreement for Lease	8 September 2010	(1) Tesco Stores Limited of Tesco House, Delamare Road, Cheshunt, Herts EN8 9SL (2) BHE Property Developments Limited
	11	First Floor Lease	27 October 1988	(1) George Edwin Sturgis, Martin George Sturgis, Keith Hudson Sturgis, Derek Frank Potts all care of 17 Grosvenor Street, London W1X 9FD (2) Ann Murphy of 20 Parfrey Street, Hammersmith, London W6
	12	Second Floor Lease	22 August 1988	(1) George Edwin Sturgis, Martin George Sturgis, Keith Hudson Sturgis, Derek Frank Potts all care of 17 Grosvenor Street, London W1X 9FD (2) Judith Helen Cope and Fiona Katherine Eddleston of 25 Bromells Road, Clapham, London SW4 0BN



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6222184
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 DECEMBER
2010 AND CREATED BY BHE PROPERTY DEVELOPMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE SECURED PARTIES OR ANY
OF THEM 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 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER
2010

D X



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES