

# MG01

## Particulars of a mortgage or charge

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

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COMPANIES HOUSE

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### Company details

Company number

6 8 6 0 7 4 6

Company name in full

Signature of Leicester (Operations) Limited

(Chargor)



#### Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

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### Date of creation of charge

Date of creation

d0 d7 m0 m4 y2 y0 y1 y1

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### 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

A security deed of accession between Signature of Leicester (Property)  
Guernsey Ltd, the Chargor and Clydesdale Bank PLC (Lender)

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### Amount secured

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

Amount secured

All monies and liabilities on or after the date of  
the Deed due owing or incurred by the Chargor to  
the Lender under the Finance Documents (or any of  
them) in any manner and in any currency or  
currencies and whether present or future, actual or  
contingent, whether incurred solely or jointly with  
any other person and whether as principal or  
surety, together with all interest accruing on such  
monies and liabilities and all costs, charges and  
expenses incurred by the Lender under any Finance  
Document, except for any obligation which, if it  
were included here, would result in a contravention  
of section 151 of the Companies Act 1985, or its  
equivalent in any other jurisdiction (Secured  
Obligations)

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#### 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 Clydesdale Bank PLC

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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

1. All security created by the Chargor under clause 2.4 to 2.7 inclusive of the Deed (as replicated at paragraphs 2 to 5 below) is:
  - (a) a continuing security for the payment and discharge of the Secured Obligations,
  - (b) granted with full title guarantee,
  - (c) granted in respect of all the right, title and interest (if any), present and future of the Chargor in and to the relevant Secured Asset, and
  - (d) in favour of the Lender
2. The Chargor charged by way of first legal mortgage.
  - (a) the properties described in schedule 1 (Properties) to the Deed, being the leasehold premises known as South Lodge, 307 London Road, Leicester LE2 3ND being the same extent of land as is registered at the Land Registry with freehold title absolute under Title Number LT399935;

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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

Nil

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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 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).


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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 Daniel Bailey (4407-11901)

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



### 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)

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### Particulars of a mortgage or charge

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#### Amount secured

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

Amount secured

In this form, the following terms shall have the following meanings

**Borrower** means Signature of Leicester (Property) Guernsey Limited

**Debenture** means the debenture dated 5 November 2008 between, inter alia, the Company, certain subsidiaries of the Company and the Lender

**Facility Agreement** means the facility agreement between the Borrower as Borrower, the Lender as Lender and dated on or about the date of the Debenture under which the Lender agrees to make available to the Borrower term loan facilities

**Finance Document** means any of the Facility Agreement, any Accession Agreement, the Subordination Deed, each Security Document, any Utilisation Request, any Hedging Agreement (as each term is defined in the Facility Agreement) and any other document designated as a Finance Document by the Lender and the Borrower

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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

- (b) all other interests and estates in freehold, leasehold and commonhold property held on the date of the Deed,  
and, in each case, all Fixtures on such property for the time being.
- 3 The Chargor assigned
- (a) the agreements described in schedule 3 (Relevant Agreements) of the Deed,  
(b) its Relevant Policies
- The Chargor shall remain liable to perform all its obligations under each of the Relevant Agreements and the Relevant Policies
4. The Chargor charged by way of first fixed charge.
- (a) all other interests and estate in any freehold, leasehold or commonhold property,  
(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;  
(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,  
(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,  
(e) the Subsidiary Shares together with all Related Rights;  
(f) the Investments together with all Related Rights,  
(g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);  
(h) all monies from time to time standing to the credit of each Blocked Account,  
(i) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person other than any Blocked

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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>Account (each a <b>Charged Account</b>);</p> <ul style="list-style-type: none"> <li>(j) all its Intellectual Property;</li> <li>(k) all its goodwill and uncalled capital;</li> <li>(l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;</li> <li>(m) to the extent that any legal mortgage in clause 2 4 of the Deed (as replicated at paragraph 2 above) or any assignment in clause 2 5 of the Deed (as replicated at paragraph 3 above) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.</li> </ul> <p>5 The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2 4, 2 5 or 2 6 of the Deed (as replicated at paragraphs 2 to 4 above)</p> <p><b>NB</b></p> <p><b>Negative Pledge</b></p> <p>The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets, other than any Security or arrangement which is Permitted Security (as defined in the Facility Agreement)</p> <p><b>Automatic conversion of floating charge to a fixed charge</b></p> <p>If (unless permitted in writing by the Lender or expressly permitted under the terms of any Finance Document):</p> <ul style="list-style-type: none"> <li>(a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets;</li> <li>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or</li> </ul>	

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## Particulars of a mortgage or charge

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

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Short particulars

(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.8(c) of the Deed (as replicated at paragraph (c) above), over all of the Floating Charge Assets.

In this form, the following terms shall have the following meanings

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

**Blocked Account** means:

- (a) the Rent Account
- (b) each Holding Account
- (c) the Interest Deposit Account
- (d) the Performance Deposit Account
- (e) Proceeds Account and
- (f) any other account designated as a Blocked Account by the Chargor and the Lender

(as each such term is defined in the Facility Agreement)

**Fixtures** means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Deed on that Secured Property

**Floating Charge Assets** means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 of the Debenture (reproduced as paragraph 5 above)

**Intellectual Property** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered and
- (b) the benefit of all applications and rights to use such assets

**Investments** means any shares, stocks, debenture security, securities,



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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>bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p><b>Properties</b> has the meaning given to it in the Debenture</p> <p><b>Related Rights</b> means, in respect of any Investment or Subsidiary Share:</p> <ul style="list-style-type: none"> <li>(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)</li> <li>(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and</li> <li>(c) all rights derived from or incidental to that Investment or Subsidiary Share</li> </ul> <p><b>Relevant Agreement</b> means:</p> <ul style="list-style-type: none"> <li>(a) each Operating Document</li> <li>(b) each Property Acquisition Document</li> <li>(c) each Hedging Agreement</li> <li>(d) the Building Contract</li> <li>(e) the Original Performance Bond</li> <li>(f) the Contract Administrator's Appointment</li> <li>(g) the Consultant's Appointment in respect of the M &amp; E Engineer</li> <li>(h) each other agreement designated as a Relevant Agreement by the Lender and the Borrower in writing</li> </ul> <p>(as each such term is defined in the Facility Agreement)</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

**Relevant Policies** means, in respect of the Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

**Secured Assets** means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Lender

**Secured Property** means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Deed

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

**Subsidiary Shares** means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6860746  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED OF ACCESSION  
DATED 7 APRIL 2011 AND CREATED BY SIGNATURE OF  
LEICESTER (OPERATIONS) LTD FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO  
CLYDESDALE BANK PLC 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 15 APRIL 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2011**

*Dx*



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**