

MG01

143091/13



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

WEDNESDAY



LD3 *L128CACW* #7
08/02/2012
COMPANIES HOUSE

1

Company details

Company number 0 7 1 7 3 7 2 8

Company name in full SIGNATURE OF HINDHEAD (OPERATIONS) LIMITED

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 03 00 00 01 02 00 01 02

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 Mortgage (the "Deed")

4

Amount secured

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

Amount secured

The "**Liabilities**" as defined in the Principal
Charge, being all monies, obligations and
liabilities which shall from time to time (and
whether on or at any time after any demand or
judgement) be due, owing or incurred from each
Chargor to the Lender and/or the Hedging
Counterparty under the Finance Documents whether
actually or contingently and whether solely or
jointly with any other person and in whatever style
or name and whether as principal or surety

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 BARCLAYS BANK PLC (the "Lender")

Address 1 Churchill Place, Canary Wharf,
London

Postcode E 1 4 5 H P

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 By way of first legal mortgage the Additional Property

NOTES

1 The Deed incorporates a provision from the Principal Charge that each Chargor shall execute and do at its own cost and in such form as reasonably required by the Lender

(a) such further additional mortgages, charges, assignments, transfers and conveyances, and

(b) such assurances, deeds, documents, acts and things, as the Lender may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed

2 The Deed incorporates a provision from the Facility Agreement that each Chargor shall not create or permit to subsist any Security Interest over any of its assets (except Permitted Security Interests, as defined in the Facility Agreement), nor sell, lease, transfer or otherwise dispose of any asset, or business, undertaking or any investment of any nature (except as permitted under the Facility Agreement)

3 The Deed contains or incorporates the following definitions

Additional Property means the property details of which are set out in the Schedule below (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it

Borrower means Signature of Hindhead (Property) Guernsey Limited

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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 <ul style="list-style-type: none">- 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		
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 <i>X Benin Leighton Price - CP X</i> 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 TYOU/27690 18

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

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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

Borrower Party means any party to any of the Finance Documents other than the Lender and the Hedging Counterparty

Charged Assets means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them

Chargor means Signature of Hindhead (Property) Guernsey Limited and Signature of Hindhead (Operations) Limited

Facility Agreement means a facility agreement dated 30 April 2010 and made between the Borrower (1) the Guarantor (2) and the Lender (3) and any agreement entered into under or supplemental to it or amending, restating or novating it

Finance Documents means each of the Facility Agreement, and also each Security Document, the Intercreditor Deed, the Duty of Care Agreement (once entered into), the Development Manager Termination Letter, the Hedging Arrangement, each Utilisation Request (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party and the Lender

Guarantor means Signature of Hindhead (Operations Limited)

Hedging Arrangement means any derivative transactions entered into by the Borrower with a Hedging Counterparty, including but not limited to any interest rate derivatives and inflation derivatives

Hedging Counterparty means Barclays Bank PLC in its role as hedging counterparty or any other counterparty to a Hedging Arrangement

Principal Charge means a debenture dated 30 April 2010 between the (1) Chargors and (2) the Lender

Security Interest means any mortgage, pledge, lien, charge, security, assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset

Schedule Additional Property

Lease dated on or about the date of the Deed made between the Borrower and the Guarantor for a term of thirty years in respect of freehold land known as Expedier House, Portsmouth Road, Hindhead, Surrey GU26 6TJ registered at the Land Registry with Title Absolute under freehold title number SY773521



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7173728
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE
DATED 30 JANUARY 2012 AND CREATED BY SIGNATURE OF
HINDHEAD (OPERATIONS) LTD FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH CHARGOR TO
BARCLAYS BANK PLC AND/OR HEDGING COUNTERPARTY 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 8 FEBRUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 FEBRUARY
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES