

MG01

Particulars of a mortgage or charge

288149/52



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

WEDNESDAY



A04 13/02/2013 #196  
COMPANIES HOUSE

**1 Company details**

Company number 0 8 3 1 8 0 9 9

Company name in full Hansteen (General Partner 2) Limited (the "Chargor")

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 03 01 2011 20 11 2011

**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

As specified in the continuation pages to this  
form

**Continuation page**

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

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## Particulars of a mortgage or charge

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### 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 The Royal Bank of Scotland plc as Security Agent

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

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 As specified in the continuation pages to this form

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## 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 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

Signature

X *Eversheds LLP* X

This form must be signed by a person with an interest in the registration of the charge

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### 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 Paul Castle

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 S D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 498 4829



### 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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## Amount secured

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

Amount secured

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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 each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**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

### Definitions

All capitalised terms used in this form are defined in the Appendix to this form.

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### Fixed charges

- 1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Agent the following assets:
  - 1 1 by way of first legal mortgage, all its Portfolio Property identified in Schedule 4 (*Details of Property*) to the Debenture (as described in Schedule 3 to part 6 of this form),
  - 1 2 by way of first fixed charge
    - (a) all the Portfolio Property from time to time owned by it (to the extent that such Portfolio Property is not subject to a valid legal mortgage under clause 4 1 1 of the Debenture (as described at paragraph 1 1 above)),
    - (b) any other rights, title or interest of the Chargor in the Portfolio Property, wherever situated, and
    - (c) all Associated Rights in relation to its Portfolio Property;
  - 1.3 by way of first fixed charge
    - (a) all plant, machinery, vehicles and computer equipment at the date of the Debenture or in the future owned by the Chargor (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 4 1 1 or 4 1 2 of the Debenture (as described at paragraphs 1 1 and 1 2 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), and
    - (b) the benefit of all Associated Rights relating to any chattel validly charged by clause 4 1 3 of the Debenture (as described in this paragraph 1.3),
  - 1 4 by way of first fixed charge
    - (c) the Shares (if any) listed in respect of the Chargor in Schedule 5 (*Shares*) of the Debenture (as described in Schedule 4 to part 6 of this form), and
    - (d) the Distribution Rights (if any) from time to time accruing to or on such Shares,

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## Short particulars of all the property mortgaged or charged

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- 1 5 by way of first fixed charge
- (a) all Investments (but not including Shares which are subject to a valid fixed charge under clause 4 1 4 of the Debenture (as described at paragraph 1.4 above)); and
  - (b) all Distribution Rights from time to time accruing to or on such Investments,
- 1 6 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 4 2 3 of the Debenture (as described at paragraph 2 3 below) 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 at the date of the Debenture 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);
- 1 7 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 at the date of the Debenture, 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,
- 1 8 by way of first fixed charge, all of the Specified Bank Balances in respect of the Chargor,
- 1 9 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);
- 1 10 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 4.2.1 or 4 2 4 respectively of the Debenture (as described at paragraphs 2 1 and 2 4 below) 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 may at any time become payable to the Chargor in respect of such Authorisations,

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## Short particulars of all the property mortgaged or charged

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- 1 11 to the extent that they do not fall within any other provision of clause 4 1 of the Debenture (as described in this paragraph 1) and are not effectively assigned under clause 4 2.2 of the Debenture (as described in paragraph 2 2 below), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party,
- 1 12 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor;
- 1 13 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 the Debenture.

### Assignments by way of security

- 2 As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Security Agent all (if any) its rights, title and interest in and to the following assets
- 2 1 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;
- 2 2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- 2.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor, and
- 2 4 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 4.1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to clauses 4 2 1 to 4 2 3 of the Debenture (as described at paragraphs 2.1 to 2 3 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 the Debenture

### Floating charge

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



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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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- 4 The floating charge created by clause 4.3.1 of the Debenture (as described at paragraph 3 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 Agent as security for the Secured Obligations

### Conversion of floating charge

- 5 By virtue of clause 4.4 of the Debenture (as described in this paragraph 5 and paragraph 6 below), the Security Agent may, at any time, by notice in writing to the First Chargor and 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:

- 5.1 an Event of Default has occurred which is continuing; or

- 5.2 the Security Agent 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 Agent, 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 provided that such notice shall only relate to the Chargor

- 6 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 Agent shall require.

### Automatic conversion of floating charge

- 7 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 4.4 (*Conversion of floating charge*) of the Debenture (as described at paragraphs 5 and 6 above)

- 7.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Security permitted under the terms of the Facility Agreement) without the prior written consent of the Security Agent; or

- 7.2 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,

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then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under clause 4.4 (*Conversion of floating charge*) of the Debenture (as described at paragraphs 5 and 6 above) 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 the Chargor.

### General

- 8 The provisions of the Debenture will apply at all times (unless and until discharged by the Security Agent) (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
- 9 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- 10 Clauses 4.1.2 to 4.1.13 inclusive of the Debenture (as described at paragraphs 1.2 to 1.13 above) shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge, and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such
- 11 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule to the Debenture (as described in the Schedules attached to part 6 of this form) shall not affect the validity or enforceability of the charges created by the Debenture.

### Collection of book debts

- 12 The Chargor will collect all Charged Debts in the ordinary course of its business and will hold all money which it shall receive in respect of such Charged Debts upon trust for the Security Agent (until payment into an Account is required in accordance with clause 8.12.2 of the Debenture (as described at paragraph 13 below).
- 13 The Chargor will, except to the extent that the Security Agent otherwise agrees, pay all money which it receives in respect of the Charged Debts into an Account in accordance with the Facility Agreement, or as otherwise required by the Facility Agent in accordance with the Facility Agreement

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- 14 The Chargor will not, without the prior written consent of the Security Agent, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.

### Restrictions applicable to Charged Contracts

- 15 The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner where failure to do so would have an adverse asset effect, not make or agree to make any amendments or modifications to the Charged Contracts other than Minor Amendments, nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Security Agent (not to be unreasonably withheld or delayed) and will promptly inform the Security Agent of any material disputes relating to the Charged Contracts

### Restrictions on charges and disposals (Negative Pledge)

- 16 During the Security Period, the Chargor shall not create or allow to subsist, any Security Interest on any of its Secured Assets, other than Security which is permitted under the terms of the Facility Agreement
- 17 Except as provided for in the Facility Agreement, the Chargor shall not, either in a single transaction or in a series of transactions and whether related or not, dispose of a Portfolio Property or all or any of its Secured Assets

### Definitions

18. All capitalised terms used in this form are defined in the Appendix to this form.

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### Schedule 1 Bank Accounts

	Name or designation of bank account	Number of bank account	Name of bank and branch at which account held
1	Rent account	Account Number 63541696	National Westminster Bank plc
		Sort code 60-15-08	
2	Deposit account	Account Number 63541726	National Westminster Bank plc
		Sort code 60-15-08	
3	Sales account	Account Number 63541718	National Westminster Bank plc
		Sort code 60-15-08	

### Schedule 2 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	Amended and restated limited partnership agreement for Hansteen Star Portfolio Limited Partnership	17 December 2012	(1) Hansteen (General Partner 2) Limited (2) Hansteen LP Limited (3) Pavilion Trustees Limited as trustee of the Hansteen Star Portfolio Property Unit Trust
2	Asset management agreement	17 December 2012	(1) Hansteen Star Portfolio Limited Partnership acting by Hansteen (General Partner 2) Limited (2) Hansteen Limited

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- |   |                                                                  |                  |                                                                                                                                                                                                                                                                                                                           |
|---|------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | Property management agreement                                    | 29 January 2013  | <p>(3) Hansteen Holdings PLC</p> <p>(1) Hansteen Star Portfolio Limited Partnership acting by Hansteen (General Partner 2) Limited</p> <p>(2) Saltire Property Management Limited</p>                                                                                                                                     |
| 4 | Property management agreement                                    | 31 January 2013  | <p>(1) Hansteen Star Portfolio Limited Partnership acting by Hansteen (General Partner 2) Limited</p> <p>(2) Workman LLP</p>                                                                                                                                                                                              |
| 5 | Declaration of trust                                             | 31 January 2013  | <p>(1) Hansteen Star Portfolio Limited Partnership acting by its general partner, Hansteen (General Partner 2) Limited</p> <p>(2) Hansteen Star Portfolio Nominee Limited and Hansteen Star Portfolio Nominee No 2 Limited</p>                                                                                            |
| 6 | Agreement for the sale and purchase of a portfolio of properties | 21 December 2012 | <p>(1) Royal Bank of Canada Trust Corporation Limited</p> <p>(2) IP Properties (Jersey) I Limited and IP Properties (Jersey) II Limited</p> <p>(3) Hansteen Star Portfolio Limited Partnership acting by its general partner, Hansteen (General Partner 2) Limited</p> <p>(4) Hansteen Industrial Investments Limited</p> |

### Schedule 3 Details of Property

The Debenture does not specify any Property relating to the Chargor.

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## Short particulars of all the property mortgaged or charged

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### Schedule 4 Shares

	<b>Name of owning Chargor</b>	<b>Name of Subsidiary or other company</b>	<b>Company Number</b>	<b>Number and Class of Shares (and where held by nominees, names of nominees)</b>
1	Hansteen Star Portfolio Limited Partnership	Hansteen Star Portfolio Nominee Limited	08326782	1 ordinary share of £1.00
2	Hansteen Star Portfolio Limited Partnership	Hansteen Star Portfolio Nominee No 2 Limited	08326839	1 ordinary share of £1.00

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**Short particulars of all the property mortgaged or charged**

Please give us the short particulars of the property mortgaged or charged

Short particulars

**APPENDIX**

**DEFINITIONS AND CONSTRUCTION**

**Definitions**

In this form and its Appendices the following definitions apply

**"Accession Deed"** means, in relation to any consent provided by the Facility Agent (acting on the instructions of all Lenders) to any request from the Borrower to accept any party as an Additional Guarantor, a deed of accession substantially in the form set out in Schedule 13 to the Facility Agreement or as otherwise required by the Facility Agent and agreed by the Borrower.

**"Account"** means, once established (i) the General Account, (ii) the Rent Account, (iii) the Deposit Account and/or (iv) any Sales Account

**"Account Bank"** means the Original Account Bank and/or any Additional Account Bank

**"Additional Account Bank"** means a bank or financial institution which becomes an Account Bank after the date of the Facility Agreement in accordance with Clause 24.6 (Additional Counterparties) of the Facility Agreement.

**"Additional Guarantor"** means any entity approved by the Facility Agent (acting on the instructions of all Lenders and which approval may be subject to conditions) as a Guarantor under the Facility Agreement and which has delivered to the Facility Agent a duly executed Accession Deed and satisfied any other applicable conditions applicable to its accession as a Guarantor

**"Additional Hedge Counterparty"** means a bank or financial institution which becomes a Hedge Counterparty after the date of the Facility Agreement in accordance with Clause 24.6 (Additional Counterparties) of the Facility Agreement

**"Additional Property"** means, after the date of the Facility Agreement, any Property that the Borrower requests is accepted by the Lenders as a Charged Property, and which is so accepted by the Majority Lenders as a Charged Property for the purposes of the Facility Agreement as confirmed by the Facility Agent, pursuant to Clause 4.4 of the Facility Agreement, and **"Additional Properties"** means, at any time, all of them at that time.

**"Agent"** means either or both of the Facility Agent and/or the Security Agent, as the context may require.

**"Arranger"** means The Royal Bank of Scotland plc in its capacity as arranger

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	Please give us the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Associated Rights"</b> 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><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p><b>"Borrower"</b> means Hansteen Star Portfolio Limited Partnership with registration number LP015333 acting by its general partner, the Chargor.</p> <p><b>"Charged Contracts"</b> means, those contracts (if any) brief particulars of which are set out in Schedule 3 (<i>Charged Contracts</i>) of the Debenture (as described in Schedule 2 to part 6 of this form).</p> <p><b>"Charged Debts"</b> means all book and other debts and all other rights and claims charged to the Security Agent pursuant to clause 4.1.7 of the Debenture (as described at paragraph 1 7 of part 6 of this form)</p> <p><b>"Charged Property"</b> means, as the context requires, each Initial Property and each Additional Property subject to a Security Agreement, and includes the buildings on each such property, and <b>"Charged Properties"</b> means, at any time, all of them which are still subject to a Security Agreement at that time</p> <p><b>"Chargor"</b> has the meaning given on page 1 of this form</p> <p><b>"Companies Act"</b> means the Companies Act 2006</p> <p><b>"Debenture"</b> means a debenture made on 31 January 2013 between, amongst others, the Chargor and the Security Agent</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or trustee appointed by the Security Agent</p> <p><b>"Deposit Account"</b> has the meaning given to it in the Facility Agreement</p> <p><b>"Derivative Payment"</b> 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.</p> <p><b>"Discharge Date"</b> means the date with effect from which the Security Agent confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.</p>	



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**"Distribution Rights"** means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment

**"Dividends"** means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment

**"Event of Default"** means the occurrence of any of the events or circumstances defined in the Facility Agreement as an "Event of Default" but shall also include any breach by the Chargor of, or non compliance by the Chargor with, the provisions of the Debenture or any other Finance Document.

**"Facility Agent"** means The Royal Bank of Scotland plc in its capacity as facility agent

**"Facility Agreement"** means a facility agreement dated 21 December 2012 between, amongst others, the First Chargor, The Royal Bank of Scotland plc as Arranger and Facility Agent and the Security Agent.

**"Finance Documents"** means the Facility Agreement, and such other deeds and documents (including the Debenture) as have been or are to be entered into in connection with or pursuant to the Facility Agreement or which have been designated in writing as Finance Documents by a Lender and the Borrower and **"Finance Document"** shall mean any one of them

**"Finance Party"** means a Lender, a Hedge Counterparty or an Agent and any other party designated in writing as a Finance Party from time to time by the Facility Agent

**"First Chargor"** means Hansteen Star Portfolio Limited Partnership with registration number LP015333 acting by its general partner, the Chargor.

**"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 bank account in name of the Borrower, held with the Account Bank and designated the "General Account" or such replacement of the same as may be agreed, at any time, by the Borrower and the Facility Agent (acting reasonably)

**"Guarantor"** means at any time an Original Guarantor or an Additional Guarantor, and **"Guarantors"** means all of them at that time.

**"Hedge Counterparty"** means the Original Hedge Counterparty or an Additional Hedge Counterparty, as the context requires.

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Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Initial Property"** means each Property detailed in Schedule 2 of the Facility Agreement and **"Initial Properties"** means all of them.

**"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 an Obligor and (b) amounts required to be 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 the 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, knowhow, 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-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 at the date of the Debenture and in the future.

**"Investment"** means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) at the date of the Debenture or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

**"Lender"** means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Facility Agreement

**"Majority Lenders"** has the meaning given to that term in the Facility Agreement.

**"Minor Amendment"** means an amendment of an administrative, technical or minor nature or an amendment which does not prejudice the interest of the Lenders or an amendment which is required to correct an acknowledged error

# MG01 - continuation page

Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Obligor"** means the Borrower and each Guarantor and **"Obligors"** means all of them.

**"Original Account Bank"** means National Westminster Bank plc

**"Original Guarantor"** means those parties listed in Schedule 1 Part 2 of the Facility Agreement as Original Guarantors

**"Original Hedge Counterparty"** means National Westminster Bank Plc as counterparty to certain hedging arrangements

**"Original Lender"** means the financial institutions listed in Schedule 1 of the Facility Agreement as Original Lenders

**"Portfolio Property"** means the property specified in Schedule 4 (*Details of Portfolio Property*) of the Debenture (as described in Schedule 3 to part 6 of this form) and any Additional Property together with any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Property"** means

- (a) any freehold, heritable, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable, leasehold or immovable property.

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

**"Rent Account"** means the account maintained in the name of the Borrower with the Account Bank and designated as the "Rent Account" in writing by the Borrower and the Facility Agent (as renewed, redesignated, replaced or renumbered from time to time)

**"Sales Account"** means the account maintained in the name of the Borrower with the Account Bank and designated as the "Sales Account" in writing by the Borrower and the Facility Agent (as renewed, redesignated, replaced or renumbered from time to time).

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

# MG01 - continuation page

Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Secured Obligations"** has the meaning given to that term in part 4 of the continuation pages to this form

**"Secured Parties"** means each Finance Party, the Security Agent and any Receiver or Delegate and **"Secured Party"** means any of the Secured Parties

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

**"Security Agent"** means The Royal Bank of Scotland plc acting in its capacity as security agent for the Secured Parties (including itself) in relation to the Security Documents for the purpose of and in accordance with the terms of the Finance Documents or such other or additional trustee or trustees as may from time to time be appointed in that capacity in accordance with the Finance Documents

**"Security Agreement"** means a fixed and floating charge, in the form required by the Security Agent, granted by an Obligor in favour of the Security Agent

**"Security Documents"** means the Debenture together with any other agreement, instrument, deed or document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment, hypothecation, standard security, floating charge, assignation of rent or security interest or any other agreement or arrangement having a similar effect.

**"Security Period"** means the period beginning on the date of the Debenture and ending on the Discharge Date

**"Shares"** means the Specified Shares and all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture 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 those accounts specified in Schedule 2 (*Bank accounts*) to the Debenture (as set out in Schedule 1 to part 6 of this form) as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

**"Specified Shares"** means the Shares specified in Schedule 5 (*Shares*) to the Debenture (as described in Schedule 4 to part 6 of this form).

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### Construction

In this form and its Appendices the following applies

1. **"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,
2. the **"First Chargor"**, the **"Security Agent"** or any **"Chargor"** or **"Obligor"**, or any of the **"Secured Parties"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
3. **"adverse asset effect"** means, in the reasonable opinion of the Security Agent, a material and adverse effect on (a) the value or marketability of any Secured Asset, (b) the ability of the relevant Obligor to use a Secured Asset for the purposes for which it is currently used, or (c) the validity or enforceability of, or the effectiveness or ranking of the Security created or purported to be created by the Security Documents in relation to the Secured Assets or part of it, or the rights or remedies of the Security Agent under the Security Documents,
4. where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
5. references to any Security **"created...by the Debenture"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture or by, under or pursuant to any Accession Deed,
6. each reference to the **"Debenture"** (or to any other agreement, instrument or deed) means, at any time, the Debenture (or as applicable such other agreement, investment or deed) as amended, novated, supplemented, extended or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the Debenture or any of the Finance Documents;
7. **"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

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 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;
- 8 "indebtedness" includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent,
9. "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); and
- 10 unless the Debenture expressly states otherwise or the context requires otherwise, (a) each reference in the Debenture to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference in the Debenture to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether amended or re-enacted since the date of the Debenture)



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

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

**COMPANY NO. 8318099  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 JANUARY  
2013 AND CREATED BY HANSTEEN (GENERAL PARTNER 2)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR AND EACH GRANTOR OF  
SECURITY 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 13 FEBRUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 FEBRUARY  
2013

*DX*



**Companies House**



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