

MG01

Particulars of a mortgage or charge

189800/26



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

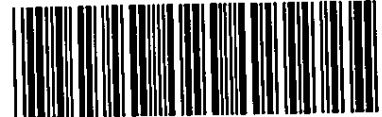


**What this form is NOT for**

You cannot use this form to register particulars of a charge on a company. To do this, please use form MG01s

FRIDAY

COMPANIES HOUSE



\*L1ZD5J81\*

LD3

04/01/2013

#27

For official use

1

**Company details**

Company number 0 8 3 2 6 7 9 6

Company name in full Signature Lessee Limited (the "Chargor")

→ **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 2 4 1 2 2 0 1 2

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 (the "Debenture") made between (1) The Chargor and (2) HCN Hancock Investments Limited (the "Security Trustee")

4

**Amount secured**

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

Amount secured

07

All obligations of the Chargor owed or expressed to be owed to the Secured Parties under or in connection with the Framework Agreement and the Transaction Documents whether owed jointly or severally, as principal or surety or in any other capacity (the "Secured Liabilities")

**Continuation page**

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

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## 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 **/** HCN Hancock Investments, Ltd

Address 26 New Street, St Helier

Jersey

Postcode J E 2 3 R A

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 continuation page

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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><b>1. FIXED SECURITY</b></p> <p>As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee</p> <p>1 1 charges to the Security Trustee by way of legal mortgage all Real Property owned by the Chargor at the date of the Debenture including the Property,</p> <p>1 2 charges to the Security Trustee by way of equitable mortgage any Real Property acquired by the Chargor after the date of the Debenture,</p> <p>1 3 assigns to the Security Trustee by way of fixed security its rights and interest in the Rental Income,</p> <p>1 4 assigns to the Security Trustee by way of fixed security its rights and interest in</p> <p>1 4 1 any present or future right to occupy any Real Property under licence,</p> <p>1 4 2 rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,</p> <p>1 5 assigns to the Security Trustee by way of equitable mortgage its rights and interest in</p> <p>1 5 1 any Investments listed in Schedule 3 of the Debenture (see below),</p> <p>1 5 2 any Dividends in respect of any Investments listed in Schedule 3 of the Debenture (see below),</p> <p>1 5 3 any other present or future Investment owned by the Chargor,</p> <p>1 5 4 any Dividends in respect of any such other Investments,</p> <p>1 6 charges to the Security Trustee by way of fixed charge its rights and interest in</p> <p>1 6 1 any Plant and Equipment listed in Schedule 2 of the Debenture (see below),</p> <p>1 6 2 its present and future goodwill and uncalled capital,</p> <p>1 6 3 any present or future Debts owing to the Chargor,</p> <p>1 6 4 any money now or at any time after the date of this deed standing to the credit of any Account,</p> <p>1 6 5 any present or future insurances in respect of any Charged Property and the proceeds of such insurances,</p> <p>1 6 6 any present or future Intellectual Property, and</p> <p>1 7 assigns to the Security Trustee by way of fixed security its rights and interest in any Contract and any guarantee or security for the performance of any such Contract</p> <p><b>2. FLOATING SECURITY</b></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

**2 1 Floating charge**

As continuing security for the payment of the Secured Liabilities the Chargor charges to the Security Trustee by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Trustee by way of fixed security under paragraph 1 above (Fixed Security)

**3. NEGATIVE PLEDGE**

Save where expressly permitted pursuant to the terms of the Framework Agreement, the Chargor shall not create or permit to subsist any Security over any of the Charged Property

**4. DEFINITIONS**

In this form, capitalised terms have the following meanings

**"Account"**

means the Designated Account, the Accounts of the Chargor listed in Schedule 4 of the Debenture (see below) and any other account opened or maintained by the Chargor at any bank or financial institution,

**"Account Bank"**

means Barclays Bank Plc or such other bank maintained by the Chargor at any bank or financial institution agreed between the Chargor and the Security Trustee acting reasonably,

**"Charged Property"**

means the assets mortgaged, charged or assigned by the Chargor under the Debenture,

**"Contract"**

means each of the contracts described in Schedule 5 (List of Contracts) of the Debenture (see below) in which the Chargor may at any time have an interest, together with each other agreement supplementing or amending or novating or replacing the same and any other agreement designated in writing as a Contract by the Security Trustee and the Chargor,

**"Debts"**

means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

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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

#### "Designated Account"

means an account with the Account Bank, satisfactory to the Security Trustee, details of which will be notified to the Security Trustee within 2 weeks of the date of the Framework Agreement or any other account which is opened in place of such account at the request of or with the consent of the Security Trustee, acting reasonably,

#### "Dividends"

means all dividends, interest and other money payable in respect of the Investments,

#### "Framework Agreement"

means the framework agreement dated on or about the date of this deed between, among others, the Chargor and the Security Trustee,

#### "Intellectual Property"

means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

#### "Investment"

means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
  - (b) unit in any unit trust or similar scheme,
  - (c) warrant or other right to acquire any such investment,
- and any offer, right or benefit in respect of any such investment other than Dividends,

#### "Plant and Equipment"

means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

#### "Property"

means the property described in Schedule 1 of the Debenture (see below),

#### "Real Property"

means

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) any freehold, leasehold or immoveable property, and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,</p> <p><b>"Rental Income"</b></p> <p>means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Property, including (without double counting and without limitation)</p> <p>(a) rents, licence fees and equivalent sums reserved or made payable,</p> <p>(b) sums received from any deposit held as security for performance of any tenant's obligations,</p> <p>(c) proceeds of insurance in respect of loss of rent or interest on rent,</p> <p>(d) receipts from or the value of consideration given for the grant, surrender or variation of a lease, licence, tenancy or other occupational arrangement,</p> <p>(e) sums received in respect of any service charge payable to the Chargor,</p> <p>(f) proceeds paid for a breach of covenant or dilapidations under any lease, licence, tenancy or other occupational arrangement, including, but not limited to, any expenses incurred by the Chargor in relation to the enforcement of any such breach,</p> <p>(g) any contribution (not reserved as rent) by a tenant to ground rent due under a lease,</p> <p>(h) interest, damages or compensation in respect of any of the items listed in this definition,</p> <p>(i) any payment from a guarantor or other surety in respect of any of the items listed in this definition, and</p> <p>(j) any VAT on any sum mentioned in this definition,</p> <p><b>"Security"</b></p> <p>means a mortgage, charge, pledge, lien or other security securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p><b>"Secured Parties"</b></p> <p>means HCN Hancock Investments Limited and each Lessor (as such term is defined in the Framework Agreement), and</p> <p><b>"Transaction Documents"</b></p> <p>means the Transaction Documents identified in the Framework 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

#### 5. SCHEDULES

The Schedules to the Debenture identify

##### **Schedule 1**

*The Property*

None

##### **Schedule 2**

*List of Plant and Equipment*

None

##### **Schedule 3**

*List of Investments*

Two ordinary shares of £1 each in Signature of Leicester (Operations) Limited

##### **Schedule 4**

*Accounts*

None

##### **Schedule 5**

*List of Contracts*

None

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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 Mobarro LLP ✓ 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 **Richard Williams**

Company name **Nabarro LLP**

Address **Lacon House**

**84 Theobald's Road**

Post town **London**

County/Region

Postcode 

	W	C	1	X		8	R	W
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Country

DX **DX77 Chancery Lane London**

Telephone



### 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)**



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

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

**COMPANY NO. 8326796  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24  
DECEMBER 2012 AND CREATED BY SIGNATURE LESSEE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE SECURED PARTIES 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 4 JANUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2013

DX



**Companies House**



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