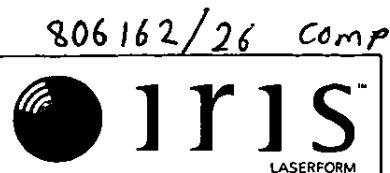


MG01

Particulars of a mortgage or charge



A fee is payable with this form.

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

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please
use form MG01s

FRIDAY



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23/12/2011

#398

COMPANIES HOUSE

1

Company details

Company number 07093624
Company name in full Angloswiss Nafzger Group (Barnes)
Limited (the "Company")

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 d2 d2 m1 m2 y2 y0 y1 y1

3

Description

Description Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'
A debenture dated 22 December 2011 between (1) the Company and (2) HSBC Bank plc (the "Debenture")

4

Amount secured

Amount secured Please give us details of the amount secured by the mortgage or charge
All monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Company to the Lender (including any under any Hedging Agreement)

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

HSBC Bank plc

Address

6th Floor, 165 Fleet Street, London

Postcode

E C 4 A 2 D Y

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 sheet

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

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 Irwin Mitchell LLP X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Emma McPeake

Company name Irwin Mitchell LLP

Address

Post town

County/Region

Postcode E C 1 N 2 P Z

Country

DX 87 LONDON - CHANCERY LANE

Telephone 0207 400 8707



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

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Debenture are created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the discharge of the Secured Liabilities

1.2 Qualifying floating charge

- (a) Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture,
- (b) Each floating charge created by the Debenture is a qualifying floating charge for the purposes of the Insolvency Act 1986

2 FIXED SECURITY

2.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest

- (a) by way of first legal mortgage
 - (i) the real property specified in Schedule 1 (*The Property*), and
 - (ii) all other real property (if any) at the date of the Debenture vested in, or charged to the Company (not charged by clause 2 1(a)(i)),
- (b) by way of first fixed charge
 - (i) all other real property and all interests in real property (not mortgaged by clause 2 1(a)),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,
 - (iii) the proceeds of sale of all real property, and
 - (iv) the benefit of any rental deposit given or charged to the Company by any occupier of any real property,
- (c) by way of first fixed charge (insofar as not mortgaged by clause 2 1(a) or charged by clause 2 1(b)) all present and future rents and other sums due to the Company under any Lease,
- (d) by way of first fixed charge all plant and machinery (insofar as not mortgaged by clause 2 1(a) or charged by clause 2 1(b)) and the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge
 - (i) the shares referred to in Schedule 2 (if any), and

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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

- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned by the Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time (not charged by clause 2 1(e)(i)),

in each case, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

- (f) by way of first fixed charge all the Company's accounts with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts (including the Exchanged Deposit Account as defined in the Facility Letter),

- (g) by way of first fixed charge all the rights the Company has from time to time in respect of any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (whether registered or unregistered) and the benefit of all applications for and rights to use such assets,

- (h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

- (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the Company's business or the use of any of its assets, and

- (ii) any letter of credit issued in the Company's favour and all bills of exchange and other negotiable instruments held by the Company,

- (i) by way of first fixed charge all of the Company's goodwill and uncalled capital

2.2 Security assignments

- (a) The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (i) (to the extent not mortgaged or charged by clause 2 1 (*Fixed charges*)) all present and future rents and other sums due to the Company under any Lease,
- (ii) each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them,
- (iii) each Material Agreement together with all rights and remedies in connection with each Material Agreement and all proceeds and claims arising from them,
- (iv) all insurance policies, claims under those insurance policies and all

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- proceeds of those claims under the insurance policies,
- (v) all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Company or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) (including the assignment of the Exchanged Deposit Account as defined in the Facility Letter),
- (vi) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and
- (vii) all proceeds of any of the foregoing not otherwise assigned under this clause 2 2

- (b) To the extent that any right referred to in clause 2 2(a) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Company's present and future rights and claims to any proceeds of such rights

3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 1 (*Fixed charges*), clause 2 2 (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may, by written notice to you, convert the floating charge created under the Debenture into a fixed charge as regards all or any of your assets specified in the notice

4.2 Small companies

The floating charge created under the Debenture shall not convert into a fixed charge solely by reason of a moratorium being obtained in respect of you under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium)

4.3 Automatic conversion

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any asset which is subject to a floating charge if
 - (i) the Company creates or attempts or purports to create any Security on or over the relevant asset without the prior consent of the Lender, or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment

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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

or other legal process against any such asset, and

- (b) over all the Company's assets which are subject to a floating charge if an administrator under the Insolvency Act 1986 is appointed in respect of the Company or the Lender receives notice of intention to appoint such an administrator

4.4 Partial conversion

The giving of a notice by the Lender pursuant to clause 4 1 (*Conversion by notice*) in relation to any class of your assets shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender

5. NEGATIVE PLEDGE

The Company shall not create or permit to subsist any Security Interest without the consent of the Lender

6. NO DISPOSALS

Unless the Lender consents, the Company shall not make any disposal of its assets that are mortgaged, charged or assigned to the Lender by the Debenture even if the disposal is involuntary

7. FURTHER ASSURANCE

The Company shall at its own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for

- (a) giving effect to, perfecting or protecting the Security,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver, or
- (d) perfecting any Security over any assets acquired by the Company after the date of the Debenture

In this form MG01, the following terms have the following meanings

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

Facility Letter means the facility letter dated on or about the date of the Debenture between (1) the Company and (2) the Lender,

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Company and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Liabilities,

Lease means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations,

Lender means HSBC Bank plc,

Material Agreements means each of the following agreements

(a) the development agreement dated on or about the date of the Debenture between (1) the Company and (2) the Propco, and

(b) the basic asset protection agreement made between (1) the Company and (2) Network Rail Infrastructure Limited dated 24 October 2011 and signed on behalf of the Company on 28 October 2011 and by Network Rail Infrastructure Limited on 4 November 2011,

Propco means Yonder Consultant Ltd, a company incorporated in the British Virgin Islands (registered number 1637823) whose registered office is at PO Box 873 Road Town Tortola British Virgin Islands,

Property means all the real property from time to time subject to the Security Interests created by the Company in favour of the Lender,

Receiver means an administrative receiver, a receiver and/or manager of any or all of the Company's assets appointed by the Lender under the Security,

Secured Liabilities means all monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Company to the Lender (including any under any Hedging Agreement),

Security means the Security Interests created or intended to be created by or pursuant to the Debenture,

Security Assets means all the Company's assets from time to time the subject of Security,

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

Shares means the shares and associated rights referred to in clause 2 1(e)

SCHEDULE 1

The Property

NONE

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

Shares

NONE



Handwritten signature or initials.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7093624
CHARGE NO 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
DECEMBER 2011 AND CREATED BY ANGLOSWISS NAFZGER
GROUP (BARNES) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK
PLC 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 23
DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2012

