

101053/13
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
particulars of a charge for
company. To do this, please
form MG01s

SATURDAY



A06

A25QWB9E

06/04/2013

#241

COMPANIES HOUSE

1

Company details

Company number 0 3 4 5 4 4 4 7

Company name in full TAG FARNBOROUGH AIRPORT LIMITED (the "Company")

9 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 d7 m0 m3 y2 y0 y1 y3

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 LEGAL CHARGE (the "Deed")

4

Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent, whether owed
jointly, severally or in any other capacity
whatsoever and whether originally incurred by an
Obligor or by some other person) of each Obligor to
the Finance Parties (or any of them) under (a) each
of the Finance Documents and (b) any foreign
exchange, overdraft, guarantee or letter of credit
facility and any other ancillary banking, currency
or payment facilities provided by Lloyds TSB Bank
plc to the Company from time to time (the "Secured
Obligations")

(see continuation pages)

Continuation page

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

10

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name LLOYDS TSB BANK PLC (the "Agent")

Address 25 Gresham Street, London

Postcode E C 2 V 7 H N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1. GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by the Deed are created or made.

(a) in favour of the Agent;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

1 2 Legal charge

The Company charged and agreed to charge by way of first legal mortgage all its present and future right, title and interest in and to the Acquired Property and (to the extent not so charged):

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Acquired Property,

(b) all easements, servitudes, rights and agreements in respect thereof,

(c) all rents from, or proceeds of sale of, the whole or any part of the Acquired Property, and

(d) the benefit of all covenants given in respect of the Acquired Property.

(see continuation pages)

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 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  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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country UK

DX DX 33866 Finsbury Square

Telephone 020 7796 6302



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	<p>1 3 Application of Debenture provisions</p> <p>The Security created by the Deed is created "pursuant to the Debenture" and:</p> <p>(a) all references in the Debenture to the "Security" includes the Security created by or pursuant to the Deed; and</p> <p>(b) all provisions of the Debenture relating to the "Mortgaged Property" and the "Security" (including, without limitation, obligations of the Company and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by the Deed and to the Security created by the Deed.</p> <p>1 4 Restriction</p> <p>The Company shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Agent) for a restriction in the following terms to be entered on the Register of Title relating to the Acquired Property</p> <p>"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 27 March 2013 in favour of LLOYDS TSB BANK PLC referred to in the charges register or their conveyancer "</p> <p>2 SUPPLEMENTAL DEED</p> <p>2 1 Debenture</p> <p>(a) The Deed is supplemental to the Debenture.</p> <p>(b) The Deed is a Finance Document.</p> <p>(c) From 27 March 2013 the provisions of the Debenture and of the Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in the Deed</p> <p>2.2 Continuance in force</p> <p>For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended by the Deed) continue to apply and remain in full force and effect</p> <p>3 Continuing security</p> <p>3 1 The Security from time to time constituted by the Deed is a continuing security and will remain in full force and effect as a continuing security until the end of the Security Period</p> <p>3.2 No part of the Security from time to time constituted by the Deed</p>	

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	<p>will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations</p> <p>4. Perfection of Security</p> <p>4.1 The Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s)) to:</p> <p>(a) perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the rights, powers and remedies of the Agent provided by or pursuant to the Deed or by law,</p> <p>(b) confer on the Agent security over any Property or assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to the Deed, and/or</p> <p>(c) facilitate the realisation of the Charged Assets once the Deed has become enforceable in accordance with Clause 6 (When enforceable) of the Debenture</p> <p>Provided that no such provision will be materially more onerous on the Company than the provisions of the Deed</p> <p>4 2 The obligations of the Company under Clause 5.7 (Perfection of Security) of the Debenture are in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>5 POWER OF ATTORNEY</p> <p>5 1 Appointment and powers</p> <p>The Company by way of security irrevocably appointed the Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for</p> <p>5 1 1 carrying out any obligation imposed on the Company by the Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets) and which, while no Event of Default is continuing, the Company has failed to comply with, and</p>

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

5 1 2 enabling the Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Deed or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Assets).

5 2 Ratification

The Company shall ratify and confirm all things done and all documents executed by any such attorney in the exercise or purported exercise of all or any of his powers in accordance with Clause 10 1 (Appointment and powers) of the Debenture

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE:</p> <p>In this form.</p> <p>"Acquired Property" means the property specified in the schedule hereto (Details of Acquired Property) and each part of it,</p> <p>"Charged Assets" means the assets and undertaking of the Company from time to time charged or assigned by way of fixed Security to which the Company is a party as security for the payment or discharge of all or any of the Secured Obligations,</p> <p>"Debenture" means the debenture dated 6 July 2012 and made between (1) the Company and (2) the Agent;</p> <p>"Event of Default" means any of the Events specified in clause 20 of the Facility Agreement,</p> <p>"Facilities Agreement" means the supplemental term facility credit agreement dated 21 August 2009 and made between (1) the Company (2) TAG Farnborough (Holdings) Limited (as HoldCo) (3) the Agent (4) the Institutions listed in Schedule 1 thereto (as the Banks) and (5) Lloyds TSB Bank plc (as the Counterparty) as amended and restated from time to time;</p> <p>"Finance Document" means each of</p> <ul style="list-style-type: none"> (a) the Original Agreement, (b) The Debenture and Supplemental Debenture, (c) the Subordination Agreement, (d) the Shares Charge, (e) the Deeds of Covenant, (f) the Fee Letter, (g) any Hedging Document; (h) the New Debentures (i) the Amendment and Restatement Agreement (j) the Supplemental Fee Letter (k) the 2010 Restatement Fee Letter (l) the 2010 TAG Farnborough Debenture (m) any 2010 Supplemental TAG Farnborough Debenture, (n) the 2010 Borrower Debenture (o) any 2010 Supplemental Debenture (p) the 2012 Restatement Fee Letter, (q) the 2010 TAG Farnborough Debenture; (r) any 2012 Supplemental TAG Farnborough Debenture, (s) the 2012 Borrower Debenture, (t) any 2012 Supplemental Debenture; (u) the 2012 Shares Charge; (v) the 2012 TAG Farnborough 2 Debenture; (w) the Trustee Legal Charge; <p>(x) any other document from time to time creating, evidencing or entered into as security for, or guaranteeing, any of the Secured Obligations,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(y) any document entered into pursuant to, or which amends or varies, any document referred to in paragraphs (a) to (x) above, and</p> <p>(z) any document designated as such in writing by both the Agent and the Company (NOTE: (a) to (w) are as defined in the Facility Agreement);</p> <p>"Finance Party" means each of the Agent, the Counterparty and the Banks (each as defined in the Facility Agreement),</p> <p>"Obligor" means each of the Company and Holdco and, for the purposes of Clauses 20.3 (Misrepresentation), 20.4 (Breach of Undertaking) and 20.5 (Breach of Specific Undertaking) of the Facility Agreement, includes TAG Aviation Holding SA for so long as it is a party to the Subordination Agreement;</p> <p>"Property" means together the Freehold Property, the Leasehold Property, the Segro Property and any other present or future freehold and leasehold property in which the Company, TAG Farnborough or TAG Farnborough2 has an interest (excluding the QinetiQ Property) (each term as defined in the Facility Agreement);</p> <p>"Receiver" means a receiver or receiver and manager or an administrative receiver as the Agent may specify at any time in the relevant appointment made under the Debenture, which term will include any appointee made under a joint and/or several appointment by the Agent,</p> <p>"Security" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security interest or any other agreement or arrangement (such as sale or lease and leaseback, a blocked account, set-off or similar "flawed asset" arrangement) in each case where it has the commercial effect analogous to the conferring of security, and</p> <p>"Security Period" means the period beginning 27 March 2013 and ending on the date on which the Agent is satisfied acting reasonably that the Secured Obligations have irrevocably been paid or discharged in full.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

SCHEDULE

DETAILS OF ACQUIRED PROPERTY

Unregistered land			
Address	Document describing the Real Property		
	Date	Document	Parties
One Meadow Gate Avenue, Farnborough	On or about 27 March 2013	Transfer of part	(1) Heref Farnborough Limited and (2) TAG Farnborough Airport Limited

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured



FILE COPY

DX

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

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

**COMPANY NO. 3454447
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 27 MARCH 2013 AND CREATED BY TAG
FARNBOROUGH AIRPORT LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
THE FINANCE 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 6 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2013