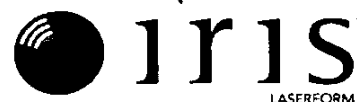


MG01

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**
You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

FRIDAY



A32

A13V00VW

02/03/2012

#248

COMPANIES HOUSE

1 Company details

Company number 0 3 1 3 9 6 8 7

Company name in full Haven Funding PLC (the **Issuer**)

494

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 d1 d6 m0 m2 y2 y0 y1 y2

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 A deed of sub-charge and assignment dated 16 February 2012 in respect of
the £66,000,000 8 125 per cent. secured bonds due 2037 of the Issuer,
between, the Issuer, the Trustee (as defined below) and the Borrower (as
defined below) (the **Deed**)

4 Amount secured

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

Amount secured

81
X
10

All monies payable in respect of the Bonds and
otherwise under the Trust Deed (as defined below)
(including any amounts due to the Trustee and any
Appointee under under clauses 15 and/or 16(J)) of
the Principal Trust Deed) and in respect of amounts
payable to other parties as set out in clauses 2(C)
and 10 of the Principal Trust Deed (as defined
below) (the **Secured Liabilities**) (but subject to a
proviso for reassignment on redemption)

Continuation page

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

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 PRUDENTIAL TRUSTEE COMPANY LIMITED (the **Trustee**)

Address Laurence Pountney Hill

London

Postcode E C 4 R O H H

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 See continuation sheet

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

The Issuer, by way of security for the discharge of the Secured Liabilities, with full title guarantee and subject to the proviso for redemption contained in the Mortgage

- (a) charges at law with the payment of the monies secured by the Deed by way of a first priority mortgage the indebtedness secured by the Mortgage in favour of the Trustee, and
- (b) charges by way of first legal mortgage to the Trustee all its rights, title, interest and benefit, present and future, in and to each of the Incoming Properties title

1. In this form MG01:

Appointee means any attorney, manager, agent, delegate, or other person appointed by the Trustee under these presents

Bonds means the Issuer's £66,000,000 8 125 per cent secured bonds issued under the Trust Deed due 2037

Borrower means Hyde Housing Association Limited, an industrial and provident society incorporated under the Industrial and Provident Societies Act 1965 whose registered office is at 30 Park Street, London, SE1 9EQ

Final Redemption Date means 30 September 2037

Incoming Properties means the Properties listed in part 2 of the schedule to the Mortgage, being 1-8 (inclusive) Bertrune Close, Barton Stacey, Winchester SO21 3FH (formerly known as land on the north side of Bullington Lane, Barton Stacey, Winchester), 10-19 (inclusive) Cross Close, Gordon Road, Peckham, London, SE15 2AD (formerly known as 24 Gordon Road, London SE15 2AA), 1-19 (inclusive) Guinea Pig Place, Holtye Avenue, East Grinstead RH19 3EG (formerly known as The Guinea Pig, Holtye Avenue, East Grinstead, RH19 3EG), and Flats 42A, 44A, 44B, 46A and 46B at 42-46 (even) Northam Road and Ground Floor Office at 42-46 (even) Northam Road, Southampton, Hampshire, SO14 0PA (formerly known as 44 and 46 Northam Road, Southampton)

Loan Agreement means the Loan Agreement to be entered into between each Borrower, the Issuer and the Trustee (and the expression **Loan Agreements** shall be construed accordingly

Mortgage means the mortgage over the Incoming Properties dated 16 February 2012 and made between the Issuer, the Borrower and the Trustee

Principal Trust Deed means the trust deed dated 11 March 1997 made between the Issuer and the Trustee and constituting and securing the £82,500, 000 8¹/₈ per cent secured bonds due 2037 of the Issuer

Property means any freehold, leasehold or other immovable property situate in England or Wales legally and beneficially owned by the relevant Borrower

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

and in relation to which, unless agreed otherwise by the Trustee, there shall not have been granted or be outstanding (or have been agreed to be granted) any tenancies or licences which the relevant Borrower would not be permitted to grant under the covenant referred to in clause 18 2(15) of its Loan Agreement and which comprises in all material respects (a) if the property is unregistered, a fee simple absolute in possession or a lease created by a deed having at the relevant time an unexpired term exceeding thirty years after the Final Redemption Date, or (b) if the property is registered, absolute freehold title or absolute leasehold title having at the relevant time an unexpired term exceeding thirty years after the Final Redemption Date or, in either case, such other quality of title as the Trustee is advised by its solicitors is acceptable and **Properties** means more than one of them

Trust Deed means the ninth supplemental trust deed dated 7 September 2000 made between the Issuer and the Trustee being supplemental to a trust deed dated 11 March 1997 (as supplemental and amended)

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 *Allen & Overy 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 WILK/VAO/0029914-0000379

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country ENGLAND

DX

Telephone 0203 088 0000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3139687
CHARGE NO. 194**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SUB-CHARGE AND
ASSIGNMENT DATED 16 FEBRUARY 2012 AND CREATED BY
HAVEN FUNDING PLC FOR SECURING ALL SUMS DUE OR TO
BECOME DUE 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 2 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2012

