

MG01

Particulars of a mortgage or charge

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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

TUESDAY



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08/01/2013

#26

COMPANIES HOUSE

1

Company details

Company number

3 1 3 9 6 8 7

Company name in full

Haven Funding PLC (the **Chargor**)

196

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 d1 m1 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 21 December 2012, in respect of the £82,500,000 8 125 per cent secured Bonds (as defined below) due 2037 of the Chargor, between, among others, the Chargor, the Trustee (as defined below) and the Borrower (as defined below) (the **Deed**)

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Amount secured

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

Amount secured

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 (as defined below) under clauses 15 and/or 16(J) of the Trust Deed) and in respect of amounts payable to other parties as set out in clauses 2(C) and 10 of the Trust Deed (the **Secured Liabilities**)

Continuation page

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

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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 0 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 Please see attached continuation sheets

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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

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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

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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 ANSA/KAAB/0029914-0000418

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 4238



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

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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

1 SECURITY

The Chargor, 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 money indebtedness secured by the Mortgage to the Trustee,
- (b) charges by way of first fixed legal mortgage to the Trustee all its right, title, interest and benefit, present and future, in and to each of the Incoming Properties title to which is registered, registrable or in the course of registration at the Land Registry, and
- (c) charges by way of first fixed legal mortgage to the Trustee all its right, title, interest and benefit, present and future, in and to each of the Incoming Properties over those freehold and leasehold properties title to which is not (unless in the course of registration) and is not required to be registered at the Land Registry

In this Form MG01

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

Bonds means the Original Bonds and any Further Bonds

Borrower means Metropolitan Housing Trust Limited, an industrial and provident society incorporated under the Industrial and Provident Societies Act 1965

Conditions means

- (a) in relation to the Original Bonds, the Conditions in the form set out in the second schedule of the Trust Deed as the same may from time to time be modified in accordance with these presents and any reference in these presents to a particular specified Condition or paragraph of a Condition shall in relation to the Original Bonds be construed accordingly, and
- (b) in relation to the Further Bonds, the Conditions in the form set out or referred to in the supplemental trust deed relating thereto as the same may from time to time be modified in accordance with these presents and any reference in these presents to a particular specified Condition or paragraph of a Condition shall in relation to the Further Bonds, unless either referring specifically to a particular specified Condition or paragraph of a Condition of such Further Bonds or the context otherwise requires, be construed as a reference to the provisions (if any) in the Conditions thereof which correspond to the provisions of the particular specified Condition or paragraph of a Condition of the Original Bonds

Further Bonds means any further sterling denominated secured bonds of the Chargor constituted by a trust deed supplemental to the Trust Deed pursuant to clause 2(D) of the Trust Deed or the outstanding balance or outstanding principal amount thereof for the time being or a specific portion thereof and includes any replacements for Further Bonds issued pursuant to Condition 11 and where applicable any Global Bond issued in respect thereof

Global Bond means the Original Temporary Global Bond and/or the Original Permanent Global Bond and/or any other global bond issued in respect of the Further Bonds and includes any replacements for Global Bonds issued pursuant to Condition 11

Incoming Properties means the Properties listed in part 1 of the schedule to the Mortgage

Loan Agreement means the £25,000,000 loan agreement dated 24 June 1997 between the Borrower, the Chargor and the Trustee

Maturity Date means 30 September 2037

Mortgage means the mortgage dated 21 December 2012 in respect of the Loan Agreement dated 17 January 2011 between

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>the Borrower, the Chargor and the Trustee</p> <p>Original Bonds means the bonds comprising the said £82,500,000 8 1/8 per cent secured Bonds due 2037 of the Chargor hereby constituted and secured or the outstanding balance or outstanding principal amount thereof for the time being or a specific portion thereof and includes any replacements for Original Bonds issued pursuant to Condition 11 and (except for the purposes of clause 3 of the Trust Deed) the Original Temporary Global Bond and the Original Permanent Global Bond</p> <p>Original Permanent Global Bond means the permanent global bond in respect of the Original Bonds to be issued pursuant to clause 3(C) of the Trust Deed in the form or substantially in the form set out in the first schedule of the Trust Deed</p> <p>Original Temporary Global Bond means the temporary global bond in respect of the Original Bonds to be issued pursuant to clause 3(A) of the Trust Deed in the form or substantially in the form set out in the first schedule of the Trust Deed</p> <p>Property means any freehold, leasehold, or other immovable property situate in England or Wales legally and beneficially owned by the Borrower 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 Borrower would not be permitted to grant under the covenant referred to in clause 18 2(15) of the 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 Maturity 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 Maturity 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</p> <p>Trust Deed means the trust deed constituting and securing £82,500,000 8 1/8 per cent secured Bonds due 2037 dated 11 March 1997 between the Borrower, the Chargor and the Trustee</p>



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. 196

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SUB-CHARGE AND
ASSIGNMENT DATED 21 DECEMBER 2012 AND CREATED BY
HAVEN FUNDING PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE TO PRUDENTIAL TRUSTEE COMPANY
LIMITED (THE TRUSTEE) 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 8 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2013

