

# MG01

## Particulars of a mortgage or charge

V-045250/13



**iris**  
LASERFORM



### 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 a  
company. To do this, please  
form MG01s

TUESDAY



LD6

"L2YP9Z2K"

08/11/2011

85

COMPANIES HOUSE

### 1 Company details

Company number 3 2 2 9 7 4 9

Company name in full Peverel Freeholds No 2 Limited

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 2 5 1 0 2 0 1 1

### 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 supplemental legal charge between the Chargor and the Security Trustee (as defined in Section 5 below) supplemental to a debenture dated 13 June 2008 between the Chargor and the Security Trustee (**Charge**)

### 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 and whether owed jointly or severally or in any other capacity whatsoever, of the Chargor to the Finance Parties (including, without limitation under the Finance Documents) except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (**Secured Liabilities**)

Continued

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

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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 Bank of Scotland plc as security trustee for itself and each other

Address Finance Party (as defined in section 4) (Security Trustee)

Postcode

Name

Address The Mound

Edinburgh

Postcode

E H 1 1 Y Z

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### 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 Charging provisions

##### 1 1 General

All security created by the Chargor under clauses 4 2 (Fixed security) and 4 3 (Assignment) of the Charge (reproduced as paragraphs 1 2 and 1 3 of this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Liabilities,
- (b) granted with full title guarantee does not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Security Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties

##### 1 2 Fixed security

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 4 1 (General) of the Charge (reproduced as paragraph 1 1 of this form MG01) above charged in favour of the Security Trustee (acting for itself and each other Finance Party) by way of a first fixed charge

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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).

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### Signature

Please sign the form here

Signature

Signature

X *Andrew Goddard 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 **LARNH (312162-368)**

Company name **Addleshaw Goddard LLP**

Address **Box 500**

**Companies House**

**21 Bloomsbury Street**

Post town **London**

County/Region

Postcode 

	W	C	1	B		3	X	D
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Country

DX **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)

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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>In this form the following terms shall have the following meanings</p> <p><b>Facility Agreement</b> means a facility agreement dated 30 November 2007 and entered into, between inter alios, Fairhold Homes Investment (No 13) Limited as company, the companies listed in part 1 of schedule 1 to such facility agreement as original borrowers, the companies listed in part 2 of such schedule 1 as original guarantors, the financial institution listed in part 3 of such schedule as original lender and Bank of Scotland plc as security trustee, arranger, agent and original hedge counterparty as acceded to and amended from time to time</p> <p><b>Finance Documents</b> means the Facility Agreement, any Accession Letter, each Hedging Agreement, any Resignation Letter, the Interest Shortfall Guarantee, each Fee Letter, any Subordination Deed, any Subordinated Creditor Accession Deed, each Deed of Custody, each Security Document, each Utilisation Request, the Amendment Deed, the Additional Security Documents, the Composite Subordination Deed, the Composite EML Deed of Custody, the Composite EML Duty of Care Agreement, the Composite PMSL Duty of Care Agreement, the RPG Guarantee Confirmation and any other document designated as such by the Agent and the Company (as each such term is defined in the Facility Agreement unless otherwise defined in this form)</p> <p><b>Finance Party</b> means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty (as each such term is defined in the Facility Agreement unless otherwise defined in this form)</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	<p>(a) all moneys standing to the credit of any account (including the £200m Facility Account, the Collection Account, the Hedge Surplus Account and the General Account) and the debts represented by them, and</p> <p>(b) without limiting the operation of clause 4 3 (Assignment) of the Charge (reproduced as paragraph 1 3 of this form MG01), its rights under a Managing Agent's Agreement or other arrangement to which the Chargor is a party from time to time for the provision of asset or property management services at a Mortgaged Property</p> <p><b>1 3 Assignment</b></p> <p>The Chargor, in the manner specified in clause 4 1 (General) of the Charge (reproduced as paragraph 1 1 of this form MG01), assigned to the Security Trustee (acting for itself and each other Finance Party) by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to each Agreement (and each and every claim and judgment arising from it)</p> <p><b>2 Restrictions on dealings</b></p> <p>The Chargor agreed that it shall not, save as otherwise permitted by the Facility Agreement</p> <p>(i) create or permit to subsist any Security of whatsoever nature on any Security Asset other than as created by a Permitted Security or by operation of law or by the Charge, and</p> <p>(ii) sell, transfer, grant, lease or otherwise dispose of any Security Asset</p> <p>In this form the following terms shall have the following meanings</p> <p><b>£200m Facility Account</b> has the meaning given to it in the Facility Agreement</p> <p><b>Agreement</b> means each agreement described in schedule 1 of the Charge (reproduced as schedule 1 of this form MG01)</p> <p><b>Collection Account</b> has the meaning given to it in the Facility Agreement</p> <p><b>General Account</b> has the meaning given to it in the Facility Agreement</p> <p><b>Hedge Surplus Account</b> has the meaning given to it in the Facility Agreement</p> <p><b>Managing Agents' Agreement</b> means each agreement for the management of the Properties entered into in accordance with clause 23 4 (Managing Agents) of the Facility Agreement (and <b>Managing Agent's Agreements</b> shall be construed accordingly) (as each such term is defined in the Facility Agreement unless otherwise defined in this form)</p> <p>Continued</p>	

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Mortgaged Property** means each freehold and leasehold property (if any) (including the Premises) or other real property interest the subject of the security created by the Charge (and Mortgaged Properties shall be construed accordingly)

**Permitted Security** means

- (a) any Security permitted in writing by the Security Trustee,
- (b) any Security permitted or created by the Security Documents, and
- (c) any lien or right of set-off arising (in either case) by operation of law (or by agreement to the same effect) in the ordinary course of a Facility Obligor's (as defined in the Facility Agreement) business and not as a result of any default or omission on the part of any Facility Obligor

**Security Assets** means the Properties and any other assets of any Facility Obligor subject to the Security in the Security Documents (as each such term is defined in the Facility Agreement unless otherwise defined in this form)

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

### Schedule 1

### Agreements

No.	Agreement	Date	Parties
1	Property Asset Management Agreement	Date of the Charge	(1) Estates & Management Limited (2) The Chargor and the other persons therein specified as Companies
2	ISDA Master Agreement (with schedule and confirmation)	30 November 2007	(1) Bank of Scotland plc (2) Fairhold Homes Investment (No 13) Limited (and the other Borrowers by way of subsequent accession as an additional Party B in each case)

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

3	Deed of Accord and Satisfaction	On or about the date of the Charge	(1) Aztec CBG Opco Limited (2) Careline UK Monitoring Limited (3) Circus Communications Systems Limited (4) the twenty four other persons or groups of persons to be party thereto (including the Chargor)
4	VAT Settlement Deed	On or about the date of the Charge	(1) Peverel Limited (in administration) (2) Simon Appell, Alastair Beveridge and Anne O'Keefe (3) Euro Investments Overseas Inc (4) Proxima GR Properties Limited (5) The companies listed in schedule 1 thereto (6) The Capita Trust Company Limited





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

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

**COMPANY NO. 3229749  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE  
DATED 25 OCTOBER 2011 AND CREATED BY FAIRHOLD  
FREEHOLDS NO.2 LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY FORMERLY K/A  
PEVERAL FREEHOLDS NO.2 LIMITED TO THE FINANCE  
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  
8 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2011

CC



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES