

MG01

Particulars of a mortgage or charge

148040/13



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 register particulars of a charge for a company. To do this, please use form MG01s.

THURSDAY



LD3

LV013GGG

07/01/2010

235

COMPANIES HOUSE

1

Company details

Company number 0 3 3 0 0 2 8 1

Company name in full PEER HOLDINGS LIMITED (the "Chargor")

12

For official use

Filing 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 02 03 2009

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

LEGAL CHARGE (the "Deed")

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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 alone or in any other capacity whatsoever) of the Chargor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) (the "Secured Obligations").

(continued on continuation page 1)

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 THE ROYAL BANK OF SCOTLAND PLC (the "Lender")

Address 8th Floor, 280 Bishopsgate, London

Postcode E C 2 M 4 R B

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 Fixed charges**

The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charged and agreed to charge in favour of the Lender:

(a) by way of first legal mortgage all its present and future right, title and interest in or to the Property; and

(b) by way of fixed charge:

- (i) all proceeds of sale of the whole or any part of the Property; and
- (ii) all fittings at any time on the Property;
- (iii) the benefit of any rental deposit given or charged to the Chargor by any occupier of the Property; and

(c) by way of first fixed charge (to the extent not mortgaged by clause 3.1(a) of the Deed) the Rental Income; and

(d) by way of first fixed charge, the Accounts and all monies at any time standing to the credit of each of the Accounts together with all interest from time to time accrued or accruing on such monies and all rights to repayment of the Accounts.

1.2 Security Assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right title and interest to:

(a) the Rental Income, all rights and remedies in connection with the Rental Income and all proceeds and claims arising therefrom (to the extent not validly mortgaged or charged by clause 3.1 of the Deed);

(continued on continuation page 3)

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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

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 866).

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 870). 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 RIA Paper UK 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 Alasdair Hinds

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 020 7796 6107



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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
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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Amount secured

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NOTE.

In this form:

"Account" means each of:

- (a) the Covenant Cure Account;
 - (b) the General Account;
 - (c) the Insurance Proceeds Account;
 - (d) the Mandatory Prepayment Account; and
 - (e) the Rent Account;
- (each as defined in the Facilities Agreement);

"Facilities Agreement" means the facilities agreement dated on or about the date of the Deed and made between (1) the Chargor and (2) the Lender pursuant to which the Lender agreed to make certain facilities available to the Chargor;

"Finance Document" means:

- (a) the Facilities Agreement;
- (b) any Hedging Agreement;
- (c) any Transaction Security Document;
- (d) any Utilisation Request; (each and as defined in the Facilities Agreement)
- (e) any other document related to the Facility (as defined in the Facilities Agreement) designated in writing as a "Finance Document" by the Lender and the Chargor;

"Property" means the property specified in the schedule (The Property) and, where the context so admits, includes:

- (a) all buildings, erections, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Lender under the Deed;

"Rental Income" means all amounts arising from the letting, use or occupation of any Charged Property (as defined in the Facilities Agreement) including (but without double-counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any Tenant's (as defined in the Facilities Agreement) obligations;
- (c) any other monies payable in respect of use and/or occupation;
- (d) any sum allowed or apportionment made in respect of rent in favour of the purchaser of any Charged Property;
- (e) Loss of Rent Insurance Proceeds (as defined in the Facilities Agreement);
- (f) any VAT;
- (g) sums paid as reimbursement of expenses incurred or on account of expenses to be incurred in:
 - (i) the management, maintenance and repair;
 - (ii) the provision of services in respect; and
 - (iii) the payment of premiums and other costs associated with the insurance;

of any of the Charged Properties;

(continued on continuation page 2)

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Particulars of a mortgage or charge

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Amount secured

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Amount secured

(h) proceeds paid for a breach of covenant under any Lease (as defined in the Facilities Agreement) of any of the Charged Properties and for expenses incurred in relation to any such breach;
(i) any contribution to a sinking fund paid by a Tenant;
(j) any contribution by a Tenant to ground rent due under any Headlease (as defined in the Facilities Agreement);
(k) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
(l) interest, damages or compensation in respect of any of the items in this definition;

"**Security**" means the Security Interests created by or pursuant to the Deed;

"**Security Assets**" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"**Security Interest**" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"**Security Period**" means the period beginning on the date of the Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents;

SCHEDULE

The Property

Registered land

Address	Administrative Area	Title number
91 Southwark Bridge Road	London Borough of Southwark	226384
93-95 Southwark Bridge Road	London Borough of Southwark	SGL280540

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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

(b) (to the extent not mortgaged or charged by clause 3.1 of the Deed) each Account and all monies at any time standing to the credit of each Account, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of each Account;

(c) (to the extent not mortgaged or charged by clause 3.1 of the Deed) the benefit to the Chargor of any other rights and claims to which the Chargor is at the date of the Deed or may after the date of the Deed become entitled in relation to each Property.

2. CONTINUING SECURITY

2.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

2.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation.

2.3 Right to enforce

The Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

3. UNDERTAKINGS BY THE CHARGOR

3.1 Restriction on dealings

Save as permitted under the Facilities Agreement, the Chargor agreed that it shall not do nor agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security Interest on any Security Asset ; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset.

4. SET-OFF

(a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor under the Finance Documents and unpaid against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

(b) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(continued on continuation page 4)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(c) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

5. FURTHER ASSURANCES

The Chargor agreed that it shall, at its own expense, promptly take whatever action the Lender or a Receiver may require for:

(a) creating, perfecting or protecting the Security Interests intended to be created by the Deed; and

(b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Lender or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient.

6. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Lender, each Receiver and any of its or their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 16 (Further assurances) of the Deed. The Chargor agreed to ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under this clause.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3300281
CHARGE NO. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 23
DECEMBER 2009 AND CREATED BY PEER HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC
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 7 JANUARY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2010



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**