

MG01

Particulars of a mortgage or charge

376708/13



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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 of a
company. To do this use form MG01s

THURSDAY



A24

AU6X8VT3

14/07/2011

106

COMPANIES HOUSE

please
gov.uk

1

Company details

Company number

3 4 5 0 7 8 0

Company name in full

BPT Bridgewater (Home Reversions) 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

01 02 00 07 12 10 11 11

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 dated 12 July 2011 between (1) BPT Bridgewater
(Home Reversions) Limited ("**Company**") and (2) Lloyds TSB Bank plc
("**Security Trustee**") ("**Legal Charge**") supplemental to the composite
debenture dated 12 July 2002 between (1) the Guarantors and (2) the
Security Trustee ("**Debenture**")

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, as principal or
surety and whether owed jointly or severally or in
any other capacity whatsoever) of the Guarantors to
the Security Trustee and the Security Beneficiaries
(or any of them) under the Finance Documents, to
which the Company is a party, and all reasonable
costs, charges and expenses properly incurred by
the Security Beneficiaries (or any of them) in
connection with the preparation and negotiation of
the Finance Documents; and all costs, charges and
expenses incurred by the Security Trustee and the
Security Beneficiaries (or any of them) in
connection with the protection, preservation or
enforcement of their respective rights under any
Finance Document ("**Secured Obligations**")

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 Lloyds TSB Bank plc

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

Legal Charge

The Company charges and agrees 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, rights and agreements in respect thereof;

(c) all 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.

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

None

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 DUA Piper UK 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 Carol Conway

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country England

DX 12017 LEEDS 1

Telephone 0113 369 2119



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

Definitions

"Acquired Property" means

Freehold land known as 20 Wooldridge Walk, Climping, Littlehampton registered at the Land Registry with title number WSX256025,

"Borrower" means Hamsard 2518 Limited company number 4413335 whose registered office is at Jardine House, 3 Commercial Street, Bradford BD1 4AN as borrower,

"BPT" means BPT Limited, registered number 229269,

"Duty of Care" means the deed dated 12 July 2002 granted by the Managing Agent in favour of the Agent in respect of the Management Agreement,

"Facility Agreement" means the facility agreement dated 12 July 2002 made between (1) Hamsard 2518 Limited as borrower, (2) the companies listed in schedule 2 of the facility agreement as guarantors, (3) Lloyds TSB Bank plc as original lender (**"Original Lender"**) (4) Lloyds TSB Bank plc as arranger (**"Arranger"**), (5) Lloyds TSB Bank plc as agent (**"Agent"**) and (6) Lloyds TSB Bank plc as security trustee,

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Agent and the Borrower setting out any of the fees referred to in clause 10 of the Facility Agreement,

"Finance Documents" means each and any of

- (a) the Facility Agreement;
- (b) the Security Documents,
- (c) the Fee Letter,
- (d) the Insurance Policy; and
- (e) any other document designated as such by the Agent and the Borrower,

"Finance Party" means a Lender, the Arranger, the Security Trustee, or the Agent,

"Guarantors" means Hamsard 2518 Limited, Hamsard 2517 Limited, BPT Bridgewater (Home Reversions) Limited and BPT (Full Reversions) Limited,

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>"Insurance Policy" means, the contracts and policies of insurance taken out and/or maintained by the Borrower and certain other Guarantors with XL Life on or about the date of the Facility Agreement and any other policy as may supplement, amend or replace the same from time to time,</p> <p>"Intra Group Loan Agreement" means an agreement made between the Obligors agreeing (inter alia) to make funding available to the Borrower to fund its obligations under this agreement, dated 12 July 2002,</p> <p>"Lender" means each of the following</p> <p>(a) the Original Lender,</p> <p>(b) any bank, financial institution, trust fund or other entity which has become a Party in accordance with clause 23 of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;</p> <p>"Management Agreement" means any agreement between a Managing Agent and a Guarantor;</p> <p>"Managing Agents" means BPT (Residential Management Services) Limited (registered number 03146573) and such other person as may be appointed to perform any part of their respective roles or otherwise manage any Security Property from time to time (and "Managing Agent" means either or any of them),</p> <p>"Obligors" means the Borrower and the Guarantors together and "Obligor" means any of them;</p> <p>"Party" means a party to the Facility Agreement,</p> <p>"Security Beneficiaries" means each Finance Party from time to time under the Finance Documents;</p> <p>"Security Documents" means each Debenture, the Share Pledge, the Security Trust Deed, the Intra Group Loan Agreement, the Duty of Care Deed and any other document creating security given to the Agent as security for amounts due or which may become due under the Finance Documents,</p> <p>"Security Properties" means, at any time, together all properties listed in schedule 7 of the Facility Agreement (and any property substituted for any such property in accordance with clause 20.5.1.3 of the Facility Agreement) in each case which are subject to a charge pursuant to a Debenture at the relevant time (and shall also mean where the context permits the land, building and edifices at or on such properties) and "Security Property" means each of them,</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>"Security Trust Deed" means the security trust deed in the agreed terms made between the Obligors and the Finance Parties dated 12 July 2002;</p> <p>"Share Pledge" means each of the third party share pledges in the agreed terms to be granted to the Security Trustee by BPT Limited and Structured Risk in respect of its shares in the Borrower,</p> <p>"Structured Risk" means Structure Risk Products Limited registered number 3220676,</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3450780
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 12 JULY 2011 AND CREATED BY BPT BRIDGEWATER
(HOME REVERSIONS) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE GUARANTORS TO
LLOYDS TSB BANK PLC AND THE SECURITY BENEFICIARIES
(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 14 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JULY 2011



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES