

MG01

Particulars of a mortgage or charge



306192/13

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 Scottish
company. To do this, please use
form MG01s.

WEDNESDAY



LZ3GMEHK
LD4 28/10/2009 228
COMPANIES HOUSE

1 Company details		3 For official use	
Company number	3 8 0 7 0 2 2	3	→ Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	New Charter Homes Limited		

2 Date of creation of charge	
Date of creation	01 04 20 09

3 Description	
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 fixed charge dated 14 October 2009 entered into by New Charter Homes Limited (the " Chargor ") in favour of Prudential Trustee Company Limited as security trustee (the " Security Trustee ") for the Beneficiaries (the " Fixed Charge ").

4 Amount secured		Continuation page Please use a continuation page if you need to enter more details.
Amount secured	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	All of the obligations which the <u>Borrowing Group</u> may at any time have to the <u>Security Trustee (whether for its own account or as trustee for the Beneficiaries)</u> or any of the <u>Beneficiaries</u> pursuant to the <u>Relevant Documents (including the Fixed Charge)</u> in respect of the <u>Secured Obligations</u> including any liability in respect of any further advances made thereunder and under the <u>Fixed Charge</u> whether present or future, <u>actual or contingent</u> (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the <u>Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Borrowing Group to the Security Trustee</u> (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities provided that neither such covenant nor the security constituted by the <u>Fixed Charge</u> shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.	
	Please see continuation sheet for definitions.	

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

Address 4 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

Please see continuation sheet for short particulars of "FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE".

Please see continuation sheet for definitions.

6

Short particulars of all the property mortgaged or charged

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

Short particulars

FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE (Page 1 of 5)

In the Fixed Charge, the Chargor:

- (a) charged with full title guarantee in favour of the Security Trustee as trustee for the Beneficiaries for the payment and discharge of the Secured Obligations, by way of first charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Fixed Charge shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
- (i) the Real Property;
 - (ii) the Insurances and all claims and returns of premiums in respect thereof;
 - (iii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Real Property and the use of the Real Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
 - (iv) if and in so far as the legal mortgage set forth in paragraph (a) (i) of this Schedule or the assignments set out in paragraph (b) of this Schedule shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those paragraphs.
- (b) assigned with full title guarantee to the Security Trustee as trustee for the Beneficiaries as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from any third party):
- (i) the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Letting Documents in respect of the Charged Properties and by all guarantors and all security held by the Chargor from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);
 - (ii) all agreements now or from time to time entered into or to be entered into to enable the charging or assignment by way of security of the Charged Property and for the sale, letting or other disposal or realisation of the whole or any part of the Charged Property (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith) and including any development agreements, contracts or warranties in relation to the Charged Property the benefit of which is or will be vested in the Chargor (so far as such are assignable);
 - (iii) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into as at the date of the Fixed Charge or in the future so as to enable the Chargor to perfect its rights under the Fixed Charge or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to the Chargor in respect of the Real Property including all:
 - (1) claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above); and
 - (2) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture,in each case, relating to all or any part of the Real Property;

Cont/...

6

Short particulars of all the property mortgaged or charged

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

Short particulars

(Page 2 of 5)

- (iv) all rights and claims to which the Chargor is at the date of the Fixed Charge or may thereafter become entitled in relation to the Development (including those against all persons who now or may at any time be lessees, sub-lessees or licensees of the Charged Property and all guarantors and sureties for the obligations of such persons) and the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the manufacturers, suppliers or installers of any fixtures in respect of the Charged Property;
- (v) the benefit of all guarantees, warranties and representations given or made at the date of the Fixed Charge or thereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any fixtures in respect of the Charged Property;
- (vi) all rights to which the Chargor is at the date of the Fixed Charge or may thereafter become entitled in respect of the proceeds of any order of the Court made pursuant to Section 238(3), 239(3) or 244 of the Insolvency Act 1986; and
- (vii) all rental income and disposal proceeds in each case relating to the Real Property which has not been assigned pursuant to paragraphs (b)(i) and (ii) of this Schedule and the right to make demand for and receive the same.

FURTHER ASSURANCE

The Fixed Charge contains covenants for further assurance.

NEGATIVE PLEDGE

The Fixed Charge contains a negative pledge.

DEFINITIONS

"**Accession Memorandum**" means a memorandum delivered in accordance with the terms of the Security Trust Deed.

"**Additional Beneficiary**" means any person which becomes a Beneficiary pursuant to the provisions of clause 2 (*Designated Debt*) of the Security Trust Deed.

"**Additional Liabilities**" means all monies, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by any Borrower to any Additional Beneficiary under any Designated Document.

"**Ancillary Documents**" means any collateral deed of warranty granted by the Council and the valuations, reports or certificates of title held by any Beneficiary in respect of the Security Assets.

"**Arranger**" means Nationwide Building Society.

"**Beneficiaries**" means the Finance Parties and each other person from time to time **provided that** such other person shall have executed and delivered to the Security Trustee a duly completed Accession Memorandum and in each case their respective successors and permitted assigns and transferees from time to time.

"**Borrower**" means New Charter Housing Trust Limited, the Chargor and each other member of the Group which has become a Borrower under the Loan Agreement by satisfying the requirements set out in clause 24.1 (*Borrowing Subsidiaries*) of the Loan Agreement and in each case which has not ceased to be a Borrower pursuant to clause 24.2 of clause 24 (*Borrowing Subsidiaries*) of the Loan Agreement at such time.

"**Borrowing Group**" means, at any time, each member of the Group which is a Borrower at such time.

"**Charged Property**" means all the assets, rights and property of the Chargor from time to time mortgaged or charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to the Fixed Charge.

Cont/...

6

Short particulars of all the property mortgaged or charged

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

Short particulars

(Page 3 of 5)

"Council" means Tameside Metropolitan Borough Council.

"Debenture" means each debenture entered into by a Borrower pursuant to the terms of the Loan Agreement.

"Designated Debt" means the Facility Liabilities and subject to the terms of the Security Trust Deed the Additional Liabilities.

"Designated Document" means each agreement or other instrument between the Parent and an Additional Beneficiary designated as a "Designated Document" by the Parent.

"Development" means a development, project or scheme relating to:

- (a) the acquisition of any land and/or property; and/or
- (b) the development, redevelopment, construction, refurbishment, major repair or improvement of any freehold or leasehold property belonging to a Borrower,

financed or to be financed by a loan under the Loan Agreement.

"Facility Agent" means Nationwide Building Society in its capacity as facility agent under the Loan Agreement.

"Facility Liabilities" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by each Borrower to any Finance Party under the Loan Agreement or the Security Documents.

"Finance Party" means each of:

- (a) the Arranger;
- (b) each Lender;
- (c) the Facility Agent;
- (d) the Security Administrator; and
- (e) the Security Trustee.

"Group" means, at any time, the Parent and its Subsidiaries from time to time.

"Housing Act" means the Housing Act 1996.

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority and on behalf of the Chargor in relation to the Real Property or (to the extent of such interest) in which the Chargor has an interest.

"Lenders" means Nationwide Building Society as original lender under the Loan Agreement, each New Lender or any successor or permitted transferee or assignee.

"Letting Document" means any past, present or future lease, tenancy or licence to occupy or any past, present or future agreement for any of the same from time to time granted or entered into by the Chargor in respect of the Real Property and any licence, consent or approval given thereunder.

"Loan Agreement" means a group loan facility agreement dated 29 June 2007 between the Parent, the Chargor (formerly known as New Charter Housing (North) Limited) and New Charter Housing (South) Limited as original borrowers, Nationwide Building Society as arranger, facility agent and security administrator, Nationwide Building Society as original lender and Prudential Trustee Company Limited as the security trustee.

"New Lender" means each person who becomes a lender under the Loan Agreement pursuant to the terms of clause 27.2 of the Loan Agreement.

"Parent" means New Charter Housing Trust Limited.

Cont/...

6

Short particulars of all the property mortgaged or charged

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

Short particulars

(Page 4 of 5)

"Real Property" means, for so long as such Real Property forms part of the Charged Property:

- (a) the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Real Property*) of the Fixed Charge; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Relevant Documents" means the Ancillary Documents, the Security Documents, the Loan Agreement and each Designated Document.

"Rights" means all rights vested in the Security Trustee by virtue of, or pursuant to, its holding the interests conferred on it by the Security Documents or under the Ancillary Documents and all rights to make demands, bring proceedings or take any other action in respect thereof.

"Secured Obligations" means the aggregate of:

- (a) the Designated Debt;
- (b) all indemnification and reimbursement obligations of the Borrowers under any of the Relevant Documents; and
- (c) all other amounts payable by any Borrower to the Security Trustee, any nominee, delegate or agent thereof or any receiver under any of the Relevant Documents.

"Security Administrator" means Nationwide Building Society Limited.

"Security Assets" means all assets, rights and property of each Borrower mortgaged or charged or assigned pursuant to any Security Document and the Rights of the Security Trustee.

"Security Documents" means:

- (a) each Debenture;
- (b) each fixed charge entered into by a Borrower in or substantially in the form annexed to the Loan Agreement and entered into by a Borrower, including the Fixed Charge;
- (c) each supplemental legal charge entered into by a Borrower in or substantially in the form annexed to the Loan Agreement;
- (d) each Supplemental Deed;
- (e) the Security Trust Deed; and
- (f) any other document creating, evidencing or granting security for the obligations of any Borrower under the Relevant Documents.

Cont/...

6

Short particulars of all the property mortgaged or charged

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

Short particulars

(Page 5 of 5)

"Security Trust Deed" means the security trust deed as made between Prudential Trustee Company Limited as security trustee, New Charter Housing Trust Limited, the Chargor (formerly known as New Charter Housing (North) Limited) and New Charter Housing (South) Limited as borrowers and Nationwide Building Society as facility agent dated 27 March 2000.

"Subsidiary" has the meaning given to that term by Section 60 of the Housing Act.

"Supplemental Deed" means a deed supplemental to the Security Trust Deed entered into by the parties thereto and any Additional Beneficiary acceding to the Security Trust Deed amending the Security Trust Deed to record the priorities, the sharing of proceeds and the indemnity provisions thereunder (in a form satisfactory to each party to the Security Trust Deed).

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 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).

9

Signature

Please sign the form here.

Signature

Signature

X *Clifford Chance 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 LOUISE LEAVER (70-40247641)

Company name
Clifford Chance LLP
Via CH London Counter

Address 10 UPPER BANK STREET

CANARY WHARF

Post town LONDON

County/Region

Postcode E 1 4 5 J J

Country UNITED KINGDOM

DX 149120 Canary Wharf 3

Telephone 020 7006 1000

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



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

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

**COMPANY NO. 3807022
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED CHARGE DATED 14
OCTOBER 2009 AND CREATED BY NEW CHARTER HOMES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWING GROUP TO PRUDENTIAL
TRUSTEE COMPANY LIMITED AS SECURITY TRUSTEE
(WHETHER FOR ITS ACCOUNT OR AS TRUSTEE FOR THE
BENEFICIARIES) OR ANY OF THE BENEFICIARIES 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 28 OCTOBER
2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER
2009**



Companies House
— for the record —



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