

MG01

Particulars of a mortgage or charge



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**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**

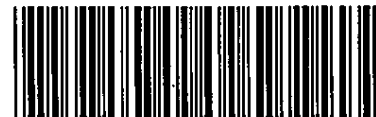
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

TUESDAY



\*ARZY2G7N\*

A13

29/12/2009

52

COMPANIES HOUSE

1

**Company details**

Company number

0 4 0 8 9 2 3 6

Company name in full

Capital Residential Fund Nominee No.2 Limited (the  
Company")

23

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

22 12 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

Debenture granted by the Company in favour of BoS (the "Debenture").

4

**Amount secured**

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

Amount secured

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company or Citibank International plc as Trustee of the Capital Residential Fund (an unauthorised property unit trust) constituted by a trust deed entered into between Citicorp Trustee Company Limited and Morley Fund Management Limited dated 6 July 2001 (the "Fund") or by any other trustee or trustees for the time being of the Fund (any such trustee (including Citibank International plc) being a "Trustee Debtor"), whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company or Trustee Debtor ..... continued overleaf .....

**Continuation page**

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

## MG01 - continuation page

### Particulars of a mortgage or charge

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#### Amount secured

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

Amount secured

..... (continued) to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's or Trustee Debtor's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture.

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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 ☒ Bank of Scotland PLC ("BoS")

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

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.

# 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

1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;

1.2 by way of fixed charge:-

1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company on the date of the Debenture or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;

1.2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and on the date of the Debenture all present and future licences of the Company to enter upon or use land;

1.2.3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled;

1.2.4 all plant and machinery of the Company on the date of the Debenture or in the future attached to property which is charged by the foregoing provisions of clause 2.1 of the Debenture;

1.2.5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;

1.2.6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2.1.2.5 of the Debenture, whether by way of dividend, distribution, interest or otherwise;

.....continued overleaf.....

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## Particulars of a mortgage or charge

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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

- 1.2.7 all rights and interests in and claims under all insurance contracts or policies on the date of the Debenture or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies);
- 1.2.8 all rights and interest and claims under all other insurance or assurance contracts or policies on the date of the Debenture or in the future held by or insuring to the benefit of the Company (including all money payable under them);
- 1.2.9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case on the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- 1.2.10 the benefit of all agreements and licences on the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2.1.2.9 of the Debenture but owned by others;
- 1.2.11 all the Company's rights on the date of the Debenture or in the future in relation to trade secrets, confidential information and know how in any part of the world;
- 1.2.12 all present and future book debts of the Company;
- 1.2.13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2.1.2.7 or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies);
- 1.2.14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets;

Continued overleaf .....

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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

1.2.15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

1.2.16 all rights, money or property accruing or payable to the Company on the date of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 2.1 of the Debenture; and

1.2.17 all the Company's goodwill and uncalled capital for the time being;

1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.1.2 of the Debenture).

1.4 Pursuant to the Debenture the Company with full title guarantee thereby assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

1.4.1 all the right, title and interest of the Company in and to any interest rate hedging agreements on the date of the Debenture or in the future entered into with any person; and

1.4.2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture;

2 Negative Pledge

2.1 Pursuant to the Debenture, the Company has agreed that it will not without the prior written consent of BoS:-

Continued overleaf .....

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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

2.1.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS); or

2.1.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or

2.1.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

#### 3 Definitions used above:

3.1 "Assets" means the whole of the property (including uncalled capital) which is on the date of the Debenture or may be from time to time comprised in the property and undertaking of the Company;

3.2 "Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2, 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture;

3.3 "Group" means the Company and each of its Subsidiaries and "Group Company" shall be construed accordingly;

3.4 "Permitted Disposal" means:

(a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture on an arm's length basis in the ordinary course of trading;

(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company;

Continued overleaf .....

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged.
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Short particulars	
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	(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality;
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## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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:</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p> <p>Nil</p>	
8	<b>Delivery of instrument</b>	
	<p>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).</p> <p>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).</p>	
9	<b>Signature</b>	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X WALKER MORRIS X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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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 **Ian Akitt**

Company name **Walker Morris Solicitors**

Address

Post town

County/Region

Postcode

Country

DX **DX: 12051 Leeds 24**

Telephone **0113 2832500**



### 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](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)**



FILE COPY

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

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

COMPANY NO. 4089236

CHARGE NO. 23

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22  
DECEMBER 2009 AND CREATED BY CAPITAL RESIDENTIAL  
FUND NOMINEE NO.2 LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY OR CITIBANK  
INTERNATIONAL PLC AS TRUSTEE OF THE CAPITAL  
RESIDENTIAL FUND TO BANK OF SCOTLAND PLC (BOS) 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 29 DECEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2010



Companies House  
— for the record —

D x  
Rd



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES