

V-04 S240/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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



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08/11/2011

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COMPANIES HOUSE

1 Company details

Company number 4 7 6 8 5 8 1

Company name in full Fairhold Apollo Limited (**Chargor**)

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 19 December 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

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 **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**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 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) charged in favour of the Security Trustee (as Security Trustee and trustee for itself and each of the other Finance Parties)

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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 Adelle Law Gaddes 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 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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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>Facility Agreement 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>Finance Documents 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>Finance Party 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) by way of first legal mortgage each Property and all Fixtures on such Property for the time being and all other interests in any freehold leasehold property of other interests in real property now or in the future belonging to it, and</p> <p>(b) by way of first fixed charge, and 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>1 3 Assignment</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>2 Restrictions on dealings</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>Agreement means each agreement described in schedule 2 of the Charge (reproduced as schedule 2 of this form MG01)</p> <p>Fixtures means all fixtures and fittings (including those of trade) and fixed plant machinery on a Mortgaged Property</p> <p>Managing Agents' Agreement means each agreement for the management of the Properties entered into in accordance with clause 23 4 (Managing Agents) of the Facility Agreement (and Managing Agent's Agreements shall be construed accordingly)</p> <p>Mortgaged Property means each freehold and leasehold property (if any) (including the Premises (as defined in the Facility Agreement) or other real property interest the subject of the security created by the Charge (and Mortgaged Properties shall be construed accordingly)</p> <p>Continued</p>

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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

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 business and not as a result of any default or omission on the part of any Facility Obligor

(as each such term is defined in the Facility Agreement, unless otherwise defined in this form)

Property means each freehold/leasehold or heritable property specified in schedule 1 of the Charge (reproduced as schedule 1 of this form MG01)

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

Property

Intentionally blank

Schedule 2

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 Clients

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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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4768581
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 25 OCTOBER 2011 AND CREATED BY FAIRHOLD
APOLLO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY 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

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES