

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

129695/13

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

THURSDAY



LD2 *LUQ36GNH* 304
14/01/2010
COMPANIES HOUSE

1

Company details

Company number

0 5 9 4 8 8 4 6

Company name in full

WIMBLEDON PARK MORTGAGE FUNDING LIMITED (the
"Borrower")

1

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

d3 d0 m1 m2 y2 y0 y0 y9

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 deed of charge dated 30 December 2009 between the Borrower, Investec
Bank plc (the "**Security Trustee**", as trustee for the benefit of Secured
Creditors (which expression includes its successors in title, permitted
assigns and permitted transferees)) and Kensington Mortgage Company
Limited (the "**Deed of Charge**").

4

Amount secured

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

Amount secured

4(7)
+
16

All indebtedness, liabilities and obligations which
are now or may at any time hereafter be due, owing
or incurred in any manner whatsoever to the Secured
Creditors whether actually or contingently,
pursuant to the Transaction Documents, whether
solely or jointly with another person, whether as
principal or surety and whether or not the Secured
Creditors shall have been an original party to the
relevant Facility and in whatever currency
denominated (the "**Secured Obligations**").

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 Investec Bank plc (the "Trustee")

Address 2 Gresham Street,

London

Postcode E C 2 V 7 Q P

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

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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

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).

9 Signature

Please sign the form here.

Signature

Signature

X *Linklater LLP*

X

This form must be signed by a person with an interest in the registration of the charge.

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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 Andrew Wilkinson

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country England

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000



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 mortgage 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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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

Note (1) CONTINUATION SHEET 1 OF 5

The Borrower covenants with and undertakes to the Security Trustee, for its own behalf and for and on behalf of the Secured Creditors, that it will duly and punctually pay or discharge all the Secured Obligations in accordance with their respective terms.

The Borrower, by way of security for the discharge of the Secured Obligations, with full title guarantee hereby:

1. Mortgage Loans and Collateral Security

Charges by way of first fixed charge in favour of the Security Trustee, the Mortgage Loans (other than the Scottish Loans) and all its rights, title, interest and benefit, present and future, in and to the Collateral Security therefor and transfers and assigns to the Security Trustee all its rights, title interest and benefit, present and future, in the Deeds of Consent in relation to the Mortgage Loans, to hold the same unto the Security Trustee absolutely;

2. Book Debts

(to the extent not already charged pursuant to paragraph 1 charges and assigns by way of first fixed charge in favour of the Security Trustee, all its rights, title, interest and benefit, present and future in and to the Book Debts, to hold the same unto the Security Trustee absolutely;

3. Buildings Policies

transfers and assigns to the Security Trustee all the Borrower's rights, title, interest and benefit, present and future, to and in (i) the Building Policies and (ii) the sums thereby insured and all bonuses and other monies payable or to become payable under the same and the full benefit thereof and the benefit of all powers and provisions contained in or conferred by the same, to hold the same unto the Security Trustee absolutely;

4. Insurance Policies

transfers and assigns to the Security Trustee all the Borrower's rights, title, interest and benefit, present and future, to and in (i) the Insurance Policies and the Title Insurance Policies and (ii) the sums thereby insured and all bonuses and other monies payable or to become payable under the same and the full benefit thereof and the benefit of all powers and provisions contained in or conferred by the same, to hold the same unto the Security Trustee absolutely;

5. Contractual Rights

(i) transfers and assigns unto the Security Trustee all its rights, title, interest and benefit, present and future, in each Transaction Document and any other contract or agreement which it enters into including all rights to receive payment of any amounts which may become payable to the Borrower thereunder and all payments received by the Borrower thereunder including, without limitation, all rights to serve notices, give consents and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof, to hold the same unto the Security Trustee absolutely;

(ii) notwithstanding the security created by or pursuant to the Deed of Charge, each of the Secured Creditors acknowledges that, prior to enforcement, payments becoming due to the Borrower under the Transaction Documents may be made to the Borrower in accordance with the provisions of the relevant Transaction Document(s), and the Borrower may exercise its rights, powers and discretions and perform its obligations in relation to the Charged Property under the Transaction Documents in accordance with the provisions thereof;

PLEASE SEE CONTINUATION SHEET 2

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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

CONTINUATION SHEET 2 OF 5

6. Accounts

assigns to the Security Trustee all its rights, title, interest and benefit, present and future, in and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Accounts and any other bank or other account (including for the avoidance of doubt, the Borrower's interest in the trust declared over the Collection Trust Account pursuant to the Bank Agreement and all and any amounts standing to the credit of such accounts) in which the Borrower may at any time acquire any right, title, interest or benefit, together with all interest accruing from time to time thereon and the debts represented by each such account, to hold the same unto the Security Trustee absolutely;

7. Causes of Action

transfers and assigns to the Security Trustee all its right, title, interest and benefit, present and future, in and to any causes of and rights of action (and the net proceeds thereof) of the Borrower, against (i) any person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any Mortgage Loan or Collateral Security or affecting the decision to make any of the Mortgage Loans; and (ii) any firm of solicitors instructed to act on the Borrower's behalf in connection with any Mortgage Loan, to hold the same unto the Security Trustee absolutely;

8. Floating Charge

by way of first floating charge, charges to the Security Trustee the whole of its undertaking and all its property and assets whatsoever and wheresoever, present and future, including without limitation its uncalled capital and without prejudice and in addition to any prior ranking security created hereunder or from time to time hereafter granted by the Borrower in favour of the Security Trustee. Such floating charge shall (without prejudice to the generality of the foregoing) extend to:

- (i) all heritable and moveable property and all other property, rights, interests and assets, present and future in Scotland or governed by the law of Scotland; and
- (ii) any property, interests, assets and rights, present and future, which become subject to a crystallised floating charge and which the parties expressly or impliedly hereafter agree shall fall to be treated as an asset covered by the floating charge hereby created.

The Borrower agrees and acknowledges that any effective charge by way of legal mortgage, standard security or assignment or assignation in security or fixed equitable mortgage, sub-mortgage, sub-charge by assignment or equitable charge hereby created shall have priority over the floating charge hereby created in relation to the relevant asset or right, but that insofar as no such legal or fixed equitable security is effectively created, then any such asset shall nonetheless be and remain subject to the floating charge hereby created

9. Qualifying Floating Charge

- (i) declares that the floating charge created by the Borrower pursuant to paragraph 8 above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of schedule B1 to the Insolvency Act 1986; and
- (ii) declares that paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Deed of Charge.

PLEASE SEE CONTINUATION SHEET 3

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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

Note (2) CONTINUATION SHEET 3 OF 5

Definitions

"**Administration Agreement**" means the mortgage settlement and related administration agreement between Homeloan Management Limited, the Borrower and Kensington Mortgage Company Limited dated 25 November 2009;

"**Accounts**" means the Accounts (as such terms are defined in the Bank Agreement);

"**Bank Agreement**" means the bank agreement between, *inter alia*, the Borrower and the Lender dated 25 November 2009;

"**Beneficiary**" means, save as otherwise provided herein, the Lender, Barclays Bank PLC, Homeloan Management Limited and any other person executing an Accession Undertaking in accordance with the terms hereof;

"**Book Debts**" means all book debts (present and future) due or owing to the Borrower at any time (including, but without limitation, all sums due or owing in respect of the Mortgage Loans) and the full benefit of rights relating thereto including rights of tracing, liens, legal and equitable remedies and other rights relating thereto including accrued interest;

"**Charged Property**" means the whole of the undertaking of the Borrower and all of its property, assets, rights and interests whatsoever and wheresoever situate, present and future for the time being held as security (whether fixed or floating or assigned in favour of the Security Trustee) under the Deed of Charge;

"**Collateral Security**" means, in relation to each Mortgage Loan, all charges and securities by way of legal mortgage or standard security (and any other collateral security therefor and any documents affecting the ability of the Borrower to realise the value of the property charged to it including, without limitation, the Buildings Policy) to which the Borrower is or shall become beneficially entitled;

"**Collection Trust Account**" has the meaning given to it in the Bank Agreement;

"**Corporate Services and Cash Management Agreement**" means the corporate services and cash management agreement between the Borrower, the Lender and Kensington Mortgage Company Limited dated 25 November 2009;

"**Deed of Consent**" means, in relation to a Mortgage Loan secured over a Property in England or Wales, a deed or letter of consent and postponement given in connection therewith, whereby any occupier of the property over which such Mortgage Loan is secured who is aged eighteen years or over who is not a party to the Mortgage Loan and/or related Collateral Security has agreed to postpone his or her interest (if any) in the relevant property to that of the Borrower;

"**Facility Agreement**" means the facility agreement between the Borrower and the Lender dated 25 November 2009;

"**Lender**" means Investec Bank plc in its capacity as lender under the Transaction Documents;

"**Loan Origination Agency Agreement**" means the loan origination agency agreement between the Borrower, the Lender and Kensington Mortgage Company Limited dated 25 November 2009;

PLEASE SEE CONTINUATION SHEET 4

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

CONTINUATION SHEET 4 OF 5

"Mortgage Loans" means all mortgage loans secured by first ranking legal mortgages of which the Borrower shall, at any time, become the owner (whether legally and/or beneficially) and includes all capital and interest, fees, charges and other amounts from time to time owed by mortgagors under or in relation to mortgage loans, and "Mortgage Loan" means any one of them;

"powers" in relation to the Security Trustee and any Receiver, means their respective powers, discretions, authorities and rights under the Deed of Charge or the general law;

"Scottish Loan" means a Mortgage Loan secured over a Property situated in Scotland;

"Secured Creditors" means, at any time, each Beneficiary, the Security Trustee and any Receiver;

"Transaction Documents" means:

- (a) the Administration Agreement;
- (b) the Bank Agreement;
- (c) the Corporate Services and Cash Management Agreement;
- (d) the Deed of Charge;
- (e) the Facility Agreement; and
- (f) the Loan Origination Agency Agreement.

PLEASE SEE CONTINUATION SHEET 5

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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

Note (3) CONTINUATION SHEET 5 OF 5

Negative Pledge

The Borrower covenants with and undertakes to the Security Trustee that so long as the Secured Obligations remain outstanding it will not, save to the extent permitted by the Transaction Documents or with the prior written consent of the Security Trustee permit the validity or effectiveness of this Deed or the priority of the security created thereby or pursuant thereto to be amended, terminated, postponed or discharged, or permit any person whose obligations form part of the Charged Property to be released from such obligations.

END OF CONTINUATION SHEETS



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

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

**COMPANY NO. 5948846
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 30
DECEMBER 2009 AND CREATED BY WIMBLEDON PARK
MORTGAGE FUNDING LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE TO THE SECURED CREDITORS 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 JANUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JANUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

