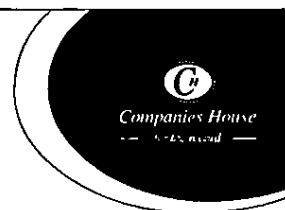


MG01

220027/52

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

MONDAY



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07/12/2009

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COMPANIES HOUSE

1	Company details	For official use
Company number	7 0 0 9 3 4 7	Filling 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	Curo Rotunda Nominees Limited	
2	Date of creation of charge	
Date of creation	d 3 d 0 m 1 m 1 y 2 y 0 y 0 y 9	
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	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	The payment and discharge of all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower or the Chargors to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety (the "Liabilities").	Continuation page Please use a continuation page if you need to enter more details.

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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>The "Borrower" means Curo Rotunda Limited Partnership as borrower and as beneficial owner of the Curo Rotunda Jersey Unit Trust acting by its general partner Curo Rotunda (General Partner) Limited (registered in England and Wales with number 06770487) whose registered office is at 4th Floor 18-20 Hill Rise Richmond Surrey TW10 6UA.</p> <p>The "Chargors" means the parties identified as Borrower, First Chargors and Second Chargor and include their successors and assigns.</p> <p>The "First Chargors" means Curo Rotunda (General Partner) Limited (registered in England and Wales with number 06770487) whose registered office is at 4th Floor 18-20 Hill Rise Richmond Surrey TW10 6UA and Curo Rotunda Nominees Limited (company number 7009347) whose registered office is at at 4th Floor 18-20 Hill Rise Richmond Surrey TW10 6UA.</p> <p>The "Second Chargor" means Capita Trustees Limited (registered in Jersey with company number 58034) as trustee of the Curo Rotunda Jersey Unit Trust.</p> <p>The "Security Trustee" means Alliance & Leicester Plc of Carlton Park, Narborough, Leicester LE19 0AL.</p> <p>The "Guarantor" means Curo Rotunda Nominees Limited (registered in England and Wales with registered number 06770487).</p> <p>The "Facility Agreement" means a facility agreement dated 21st September 2009 and amended and restated by a deed of amendment and restatement made on or about the date of this deed and both made between, among others, the Borrower, (1) the First Chargors (2) and (3) the Security Trustee (as Arranger) (4) the Financial Institutions listed in Part 1 of Schedule 1 of the that agreement (5) and the Security Trustee (as Agent) (5).</p> <p>The "Finance Parties" means the Agent, the Arranger, and each Lender.</p> <p>The "Agent" means Alliance & Leicester plc of Carlton Park, Narborough, Leicester, LE19 0AL.</p> <p>The "Arranger" means Alliance & Leicester plc of Carlton Park, Narborough, Leicester, LE19 0AL.</p> <p>The "Lender" means Alliance & Leicester plc of Carlton Park, Narborough, Leicester, LE19 0AL.</p> <p>The "Finance Documents" means the Facility Agreement, each Security Document, any Hedging Arrangement, the Utilisation Request, a Fee Letter, a Transfer Certificate and any other document so designated in writing by the Borrower and the Agent.</p>	

MG01 - continuation page

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>"Security Document" means each of -</p> <ul style="list-style-type: none"> (a) a debenture incorporating a fixed legal charge granted by the Borrower acting through its General Partner and granted by the General Partner, the Guarantor and the trustee of the Unit Trust; (b) a debenture incorporating a third party legal charge granted by the General Partner and the Guarantor; (c) a debenture incorporating a third party legal charge granted by the Target; (d) a deed of subordination with the Subordinated Lender; (e) duty of care agreements from the Operator the Managing Agent and the Asset Manager; (f) charges over the Shares and the Units; (g) any other document evidencing or creating security over any asset to secure any obligation of the Borrower to a Finance Party under the Finance Documents; or (h) each other document designated in writing by the Borrower and the Agent; <p>in each case in favour of the Agent as security trustee.</p> <p>"Hedging Arrangement" means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments under this agreement.</p> <p>"Utilisation Request" means a notice substantially in the form set in Schedule 4 of the Facility Agreement.</p> <p>"Transfer Certificate" means a certificate substantially in the form of Schedule 6 in the Facility Agreement.</p> <p>"Fee Letter" means any letter entered into by reference to this agreement between one or more Finance Parties and the Borrower setting out the amount of certain fees referred to in this agreement.</p> <p>"Finance Parties" means the Agent, the Arranger, and each Lender.</p> <p>The "Agent" means Alliance & Leicester Plc of Carlton Park, Narborough, Leicester LE19 0AL.</p> <p>The "Arranger" means Alliance & Leicester Plc of Carlton Park, Narborough, Leicester LE19 0AL.</p> <p>The "Lender" means Alliance & Leicester Plc of Carlton Park, Narborough, Leicester LE19 0AL.</p> <p>"Unit Trust" means means the Curo Rotunda Jersey Unit Trust.</p> <p>"Target" means LMS (Kingston) Limited (company number 5276619).</p> <p>"Subordinated Lender" means means each of the Limited Partners.</p>	

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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>"Limited Partners" means the limited partners of the Borrower as notified to the Agent as at the date of first utilisation and provided that the Borrower follows the procedure set down in clause 7.7 (Accession and Departure of Limited Partners) of the Facility Agreement and (subject to compliance by the Borrower with clause 7.7 hereof) the Agent shall not prevent the proposed accessions or transfer of such future limited partners who may invest in the Borrower after the date of first utilisation nor the departure of those limited partners who may transfer their interest in the Borrower the definition covers those legal entities which may from time to time be the limited partners of the Borrower.</p> <p>"Operator" means Noble as operator of the Borrower.</p> <p>"Noble" means Noble Corporate Management Limited (registered in Scotland with registered number SC166074).</p> <p>"Managing Agent" means Savills Commercial Limited (Co. No. 02605125) of 20 Grosvenor Hill, Berkeley Square, London W1K 3HQ.</p> <p>"Shares" means all of the Guarantor's shares and all of the General Partner's Shares.</p> <p>"Units" means means the units of the Unit Trust.</p>	

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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	Alliance & Leicester Plc	
Address	Carlton Park, Narborough, Leicester	
Postcode	L E 1 9 0 A L	
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	<p>(1) By way of legal mortgage -</p> <p>(a) the Property; and</p> <p>(b) any other freehold or leasehold property now vested in the Chargors.</p> <p>The "Property" means the freehold property known as Rotunda, Kingston Upon Thames as registered at the Land Registry under title number SGL617838.</p> <p>(2) By way of fixed charge each of the following including all rights of enforcement of the same -</p> <p>(a) its interest in any freehold or leasehold property acquired after the date of this deed;</p> <p>(b) its interest in the Relevant Contracts;</p> <p>(c) its interest in all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them;</p> <p>(d) all easements, licences and other rights relating to the Property in which it has an interest;</p> <p>(e) if applicable, the Investments;</p> <p>(f) if applicable its uncalled capital;</p> <p>(g) its goodwill;</p> <p>(h) the accounts and any other bank accounts of that Chargor; and</p> <p>(i) each of the assets which are specified below (Assignment).</p> <p>"Relevant Contracts" means each and all of -</p> <p>(a) each contract in respect of any disposal of any Charged Asset;</p> <p>(b) each Occupational Lease;</p> <p>(c) all other agreements, in which the Chargors have an interest,</p> <p>in each case, including any guarantees or securities entered into in respect of them.</p> <p>"Charged Asset" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this deed and the subject matter of each of them.</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

"Occupational Lease" means any leases and/or agreement for lease and/or licence or other occupational interest subject to which the Borrower's, the General Partner's or the Guarantor's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

"General Partner" means Curo Rotunda (General Partner) Limited (registered in England with registered number 06770487) whose registered office is at 18-20 Hill Rise Richmond Surrey TW10 6UA.

"Guarantor" means Curo Rotunda Nominees Limited (registered in England and Wales with registered number 07009347) whose registered office is at 18-20 Hill Rise, Richmond, Surrey.

(3) By way of assignment, subject to the provisions of clause 9 (Discharge) each of the following including all rights of enforcement of the same -

- (a) the Rent;
- (b) the Disposal Proceeds;
- (c) all monies payable in respect of and the proceeds of all book debts and other debts and all other monies due and owing to it including (without limitation) under any Hedging Arrangement;
- (d) all monies standing to the credit of the Accounts and any other bank accounts of that Chargor;
- (e) the monies payable to it under any insurances relating to the Property;
- (f) the benefit of the copyright and similar rights vested in it in connection with the Property;
- (g) all causes of action and other rights and remedies in which it has an interest;
- (h) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise; and
- (i) its interest in any VAT recoveries.

Clause 9 (Discharge)

- (a) If the Security Trustee is satisfied that the Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Trustee will, at the request and cost of the Chargors, discharge this deed.
- (b) No discharge will be of any effect if any security or payment given or made in respect of the Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

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>"Rent" means all sums paid or payable to the General Partner or the Guarantor or for the benefit of the Borrower arising from the letting, use or occupation of all or any part of the Property, including, without limitation -</p> <ul style="list-style-type: none"> (a) rents, excluding Arrears but including Post-September Arrears (as those are defined in the Share Purchase Agreement) licence fees and equivalent sums reserved or made payable; (b) sums payable to any Obligor under any rent guarantee agreement or similar arrangement; (c) sums received from any deposit held as security for performance of any tenant's obligations; (d) proceeds of insurance in respect of loss of rent or interest on rent; (e) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease; (f) contributions towards insurance premiums or the cost of insurance valuations and/or any service charge payments; (g) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to the Property and for expenses incurred in relation to any such breach; (h) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease; (i) any contribution by an occupational tenant of the Property to ground rent due under any Occupational Lease out of which the Borrower the General Partner or the Guarantor derives its interest in the Property; (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition; (k) interest, damages or compensation in respect of any of the items in the definition; and (l) any amount which represents VAT chargeable in respect of any such sum. <p>"Share Purchase Agreement" means an agreement dated 21 September or thereabouts made between Derwent Valley Limited (1) and the Borrower (2).</p> <p>"Disposal Proceeds" means all capital monies or other sums or other consideration paid or payable in respect of the disposal of the Borrower's interest in all or any part of the Property.</p> <p>(4) By way of floating charge all its assets, property and undertaking both present and future. The floating charge created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.</p>	

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Particulars of a mortgage or charge

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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

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 *Reed Smith 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 ANNA MORGAN

Company name REED SMITH LLP

Address
THE BROADGATE TOWER
20 PRIMROSE STREET

Post town LONDON

County/Region

Postcode E C 2 A 2 R S

Country UNITED KINGDOM

DX DX1066 City / DX18 London

Telephone +44 (0) 20 3116 3477



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. 7009347
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30
NOVEMBER 2009 AND CREATED BY CURO ROTUNDA
NOMINEES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE BORROWER OR THE CHARGORS 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 7 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER
2009

DT
JL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES