

MG01

Particulars of a mortgage or charge



CHM00096

**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 for**

You cannot use this form to register  
particulars of a mortgage or charge  
of a company. To do so, use form MG01s

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23/12/2011

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COMPANIES HOUSE

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at  
se gov uk

1

**Company details**

Company number

0 7 4 6 0 0 2 4

Company name in full

REGENERATOR EXCELLENT HOMES FOR LIFE LIMITED (the Company)

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

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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 debenture dated 20 December 2011 (as may be amended and restated from time to time)  
between the Company as chargor and The Co-operative Bank plc as security agent (the  
**Debenture**)

4

**Amount secured**

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

Amount secured

All present and future moneys, debts and liabilities due, owing  
or incurred by the Company to any Secured Finance Party (as  
such term is defined in the continuation page to this form  
MG01) under or in connection with any Finance Document (as  
such term is defined in the continuation page to this form  
MG01) in each case, whether alone or jointly, or jointly and  
severally, with any other person, whether actually or  
contingently and whether as principal, surety or otherwise (the  
**Amounts Secured**)

**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 **The Co-operative Bank p l c (in its capacity as Security Agent)**

Address **3rd Floor, PO Box 101, 1 Balloon Street**

**Manchester**

Postcode **M 6 0 4 E 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

1. The Company, under the terms of the Debenture, charges with full title guarantee and as security for the payment of all Amounts Secured

(a) by way of first legal mortgage all freehold and leasehold property in England and Wales and other real property anywhere in the world, now belonging to the Company and all rights attached or relating thereto, and all fixtures, fittings, fixed plant, machinery and apparatus;

(b) by way of first fixed equitable charge, all freehold and leasehold property in England and Wales and other real property anywhere in the world, now belonging to the Company to the extent that such interests were not charged under paragraph 1(a) above and all such interests acquired by the Company in the future, and

(c) by way of first fixed charge, all of the Company's present and future:

(i) book and other debts of any nature and all other rights to receive money of any nature and the benefit of all related negotiable instruments, rights, security, guarantees and indemnities of any kind, including in relation to any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

(ii) balances now or in the future standing to the credit of or accrued or accruing on all current, deposit or other accounts with any bank or financial institution (other than the ProjectCo Distribution Account as such term is defined in the Debenture);

(iii) securities and investments of any kind and all rights relating thereto, all warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments and all other rights attaching to securities or investments and cash deriving from them;

[See continuation page]

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## 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

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 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).

### 9 Signature

Please sign the form here

Signature

Signature

x  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 Natalia Leszczewski

Company name Norton Rose LLP (Collect  
London Counters)

Address

Post town

County/Region

Postcode

Country

DX

Telephone +44 (0)20 7283 6000



### 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](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)

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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><b>Credit Agreement</b> means a credit agreement dated 20 December 2011 as amended and restated from time to time, between the Company, Regenter Excellent Homes for Life Holding Company Limited, The Co-operative Bank p l c as mandated lead arranger, original lender, account bank, facility agent and security agent, Norddeutsche Landesbank Girozentrale as arranger and original lender and Nationwide Building Society as arranger and original lender</p> <p><b>Finance Document</b> means each document defined as a Finance Document in the Credit Agreement</p> <p><b>Intercreditor Deed</b> means the security trust and intercreditor deed dated 20 December 2011 as amended and restated from time to time, between the Company, Regenter Excellent Homes for Life Holding Company Limited, John Laing Investments Limited as equity party, Wates Construction Limited as equity party, The Co-operative Bank p l c as lender, hedging provider, facility agent, security agent and account bank, Norddeutsche Landesbank Girozentrale as lender and hedging provider, and Nationwide Building Society as lender</p> <p><b>Secured Finance Party</b> means a Senior Creditor or Hedging Provider</p> <p><b>Senior Creditor</b> means the Lenders, Facility Agent, Security Agent and Account Bank</p> <p><b>Lenders</b> means Nationwide Building Society, The Co-operative Bank p l c and Norddeutsche Landesbank Girozentrale</p> <p><b>Facility Agent</b> means The Co-operative Bank p l c</p> <p><b>Security Agent</b> means The Co-operative Bank p l c</p> <p><b>Account Bank</b> means The Co-operative Bank p l c</p> <p><b>Hedging Provider</b> means The Co-operative Bank p l c and Norddeutsche Landesbank Girozentrale</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>(v) uncalled capital and goodwill;</p> <p>(vi) intellectual property rights owned or used by the Company of all kinds (including the interests of the Company in any such intellectual property rights),</p> <p>(vii) plant and machinery (except to the extent charged by 1(a) or (b) above); and</p> <p>(viii) present and future rights in all policies of insurance and all related proceeds, claims, returns of premium and any other insurance related benefits (unless otherwise assigned).</p> <p>4. The Company, under the terms of the Debenture, charges by way of first floating charge its undertaking and all its assets, both present and future (excluding in respect of the Joint Leaseholder Recovery Account as such term is defined in the Debenture), including assets expressed to be charged in paragraph 1 above</p> <p>5. The Company, under the terms of the Debenture, assigns absolutely to the Security Agent certain material contracts, including those relating to insurances (the details of which are set out within the Debenture).</p> <p>6. The Debenture also contains an undertaking by the Company that it will comply with the restrictions contained in clause 17.4 (Negative Pledge) of the Credit Agreement which provides that the Company will not create or permit to subsist any Security over any of its charged assets except as permitted by that clause 17.4 (Negative Pledge) of the Credit Agreement and the Company will comply with the restriction in clause 6.2 (Disposal) of the Debenture (which restricts the manner in which the Company may dispose of any of its assets).</p> <p><b>ProjectCo Distribution Account</b> means the account opened in the name of the Company on the books of The Co-operative Bank p.l.c. and designated "Regenter Excellent Homes for Life Limited - Distribution Account" or any successor account opened in relation thereto</p> <p><b>Joint Leaseholder Recovery Account</b> means an account which will be opened after the date of the Credit Agreement in the names of the Company and The Council of the Borough of Kirklees on the books of The Co-operative Bank p.l.c. and designated "Regenter Excellent Homes for Life Limited - Joint Leaseholder Recovery Account" and includes any successor account opened in relation thereto</p>



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

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

**COMPANY NO. 7460024  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 20  
DECEMBER 2011 AND CREATED BY REGENTER EXCELLENT  
HOMES FOR LIFE LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED  
FINANCE PARTY 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 23 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012

L. C.

