

MG01

Particulars of a mortgage or charge



145585/13.

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
THI



L1JBS9RV
LD3 11/10/2012 #8
COMPANIES HOUSE
L1UAE5
LD5 04/10/2012 #22
COMPANIES HOUSE

1 Company details

Company number 0 7 6 2 0 2 4 1

Company name in full SOVEREIGN NOMINEES LIMITED (the "Chargor")

6 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 d2 d7 m0 m9 y2 y0 y1 y2

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 Supplemental debenture dated 27 September 2012 entered into between the
Chargor, Sovereign Reversions Limited, The Welfare Dwellings Trust
Limited and Sovereign Nominees No 2 Limited as Chargors and Barclays Bank
PLC as Security Agent (the "Supplemental Debenture")

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 Principal Chargors to the
Finance Parties of any nature whatsoever together
with all costs, charges and expenses on a full
indemnity basis incurred by the Finance Parties in
the protection, preservation and enforcement of
their rights in relation thereto (the "Secured
Liabilities")

NB: Capitalised terms used but not defined on this
page are defined or incorporated in panel 6 or in
its continuation pages

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 BARCLAYS BANK PLC (the "Security Agent")

Address 1 CHURCHILL PLACE

LONDON

Postcode E 1 4 5 H 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. By way of legal mortgage the Additional Property vested in the Chargors and described in the Schedule below

2. By way of fixed charge each of the following including all rights of enforcement of the same
(a) each Chargor's interest in the Purchase Plans in relation to the Additional Property,
(b) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Additional Property and all guarantees and warranties in respect of any of them, and
(c) all easements, licences and other rights relating to the Additional Property in which each Chargor has an interest.

3. By way of security assignment each of the following including all rights of enforcement of the same
(a) all Insurances;
(b) all Causes of Action, and
(c) all Intellectual Property.

NOTES:

1. The Supplemental Debenture contains a provision that where two or more persons purport to create Security over a Charged Asset under the Supplemental Debenture then
(a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;
(b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and
(c) each person shall be deemed to have confirmed the Security granted by the others

2. The Supplemental Debenture incorporates a provision from the Principal Charge that each Chargor shall at its own expense execute and do all such assurances, acts and things as the Security Agent may require for perfecting the Security Interest intended to be created by the Supplemental Debenture or for facilitating the realisation of the Charged Assets pursuant to the Supplemental Debenture or in the exercise of all powers, authorities and discretions vested in the Security Agent or any Receiver or in any such delegate or sub-delegate as aforesaid.

MG01

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

N/A

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 Alexandre yL

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 **Max Inglis**

Company name **Berwin Leighton Paisner LLP**

Address **Adelaide House**

London Bridge

Post town **London**

County/Region

Postcode **E C 4 R 9 H A**

Country

DX **92 LONDON/CHANCERY LN**

Telephone **+44 (0)20 3400 1000**



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

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>3. The Supplemental Debenture incorporates a provision from the Principal Charge that no Chargor shall create nor permit to subsist on and with effect from the date of the Principal Charge any Security Interest over all or any of its assets, property or undertaking save as otherwise permitted by clause 19.8 (<i>Negative pledge</i>) of the Facility Agreement.</p> <p>4. The Supplemental Debenture incorporates a provision from the Principal Charge that a Finance Party may set off the Secured Liabilities (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to each Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.</p> <p>5. The Supplemental Debenture contains or incorporates the following definitions:</p> <p>"Additional Counterparty" means a bank or financial institution which becomes a Counterparty after the date of the Facility Agreement with the approval of the Facility Agent</p> <p>"Additional Property" means the properties set out in the Schedule below, being the reversionary residential properties owned through equity release plans by the Chargors throughout the United Kingdom and the Isle of Man, including but not limited to, any title, benefit and interest in and rights under any licence or other agreement or document which gives a right to use or occupy such property together with the benefit of all easements and other rights now or from time to time benefiting the same and all fixtures and buildings thereon, the proceeds of sale of all or any part thereof (including all VAT on or in respect of the same and all deposits whether or not the same are forfeited) and the benefit of any covenants for title given or entered into by any predecessor in title and any monies paid or payable in respect of such covenants</p> <p>"Arranger" means Barclays Bank Plc</p> <p>"Borrowers" means Sovereign Reversions Limited and The Welfare Dwellings Trust Limited</p> <p>"Chargors" means Sovereign Reversions Limited, The Welfare Dwellings Trust Limited, Sovereign Nominees Limited and Sovereign Nominees No 2 Limited</p> <p>"Causes of Action" means all causes of action (including for breach of representation or warranty) which each Chargor has or may have in relation to the Charged Assets.</p> <p>"Charged Assets" means, subject as provided in the Principal Charge, all or any part of the property, assets and undertaking of each Chargor expressed to be the subject of any Security intended to be created by or pursuant to the Supplemental Debenture.</p> <p>"Counterparty" means the Original Counterparty or an Additional Counterparty</p> <p>"Facility Agreement" means the facility agreement dated 25 July 2011 between the Borrowers, the Guarantors, the Arranger, the Original Lender, the Facility Agent, the Security Agent and the Original Counterparty</p> <p>"Facility Agent" means Barclays Bank Plc.</p> <p>"Finance Party" means the Facility Agent, the Arranger, the Security Agent, a Counterparty or a Lender.</p> <p>"Guarantor" means Sovereign Equity Release Limited, Capital Reversions Limited, Sovereign</p> | |

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

Nominees Limited, Sovereign Nominees No 2 Limited and Home & Capital Trustee Company Limited

"Homeowner" means a person who has entered into a Purchase Plan.

"Insurances" means all contracts and policies of insurance of whatever nature from time to time taken out by or on behalf of a Chargor or (to the extent of such interest or benefit) in which that Chargor has an interest or benefit, together with any proceeds of claims, any returns and refunds of premiums and all rights to demand the same and the debts represented thereby

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Obligor (which may now or in the future subsist)

"Lender" means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Facility Agreement.

"Obligors" means each and all of the Borrowers and the Guarantors.

"Original Counterparty" means Barclays Bank Plc.

"Original Lender" means Barclays Bank Plc

"Plan Provider" means any Obligor that originated a Purchase Plan.

"Principal Charge" means the debenture dated 25 July 2011 entered into between the Principal Chargors and Barclays Bank PLC

"Principal Chargors" means Sovereign Reversions Limited, The Welfare Dwellings Trust Limited, Sovereign Nominees Limited, Sovereign Nominees No.2 Limited, Home & Capital Trustee Company Limited, Capital Reversions Limited and Sovereign Equity Release Limited

"Properties" means the properties set out in Schedule 2 (*Properties*) of the Principal Charge, being the reversionary residential properties owned through equity release plans by the Principal Chargors throughout the United Kingdom and the Isle of Man, each of which is a **"Property"**, including but not limited to, any title, benefit and interest in and rights under any licence or other agreement or document which gives a right to use or occupy such property together with the benefit of all easements and other rights now or from time to time benefiting the same and all fixtures and buildings thereon, the proceeds of sale of all or any part thereof (including all VAT on or in respect of the same and all deposits whether or not the same are forfeited) and the benefit of any covenants for title given or entered into by any predecessor in title and any monies paid or payable in respect of such covenants.

"Purchase Plan" means a plan entered into between a Homeowner and a Plan Provider under which an Obligor has purchased a legal and/or beneficial interest in a Property.

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>"Receiver" means a receiver and manager, receiver or manager appointed in respect of the Charged Assets under or pursuant to the Principal Debenture</p> <p>"Security" means the Security Interests created under the Security Documents.</p> <p>"Security Documents" means the Principal Charge (as defined in this form MG01), and also the Share Charge, the Subordination Agreement, the Duty of Care Agreement, the Scottish Security Documents, the Isle of Man Security Documents (all as defined in the Facility Agreement) and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> | |

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

Schedule Additional Property

| Number | Additional Property address | Title Number |
|--------|---|--------------|
| 1 | 4 Pleasant Villas, Caego, Wrexham LL11 6TY | CYM387237 |
| 2 | Flat 20 Redwood House, Church Road, Manchester M22 4NT | GM507953 |
| 3 | Flat 26 Elizabeth House, Elizabeth Drive, Banstead SM7 2FE | SY764830 |
| 4 | 24 Rosemount Court, Sutton-in-Craven BD20 7PG | NYK221723 |
| 5 | 12 Chalky Road, Mile Oak, Portslade BN41 2WF | ESX342506 |
| 6 | The Old Lookout, The Square, West End, Marazion TR17 0EL | CL91586 |
| 7 | 2 Hildesley Court, East Ilsley, Newbury and Garage RG20 7LA | BK263821 |
| 8 | 61 Forthill Drive, Broughty Ferry, Dundee DD5 3DY | ANG52127 |
| 9 | 19/4 Stenhouse Avenue West, Edinburgh EH11 3EZ | MID119751 |
| 10 | 96 Craigbreath Court, Cowdenbeath KY4 9BY | FFE24627 |
| 11 | 24 Druncarn Drive, Milngavie, Glasgow G62 6EB | DMB13268 |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7620241
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 27 SEPTEMBER 2012 AND CREATED BY SOVEREIGN
NOMINEES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE PRINCIPAL CHARGORS TO THE
FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 11 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES