

MG01

Particulars of a mortgage or charge



14 1776/13

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

MONDAY



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17/10/2011

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COMPANIES HOUSE

1 Company details	
Company number	0 7 6 2 0 3 4 6
Company name in full	SOVEREIGN NOMINEES NO 2 LIMITED (the "Chargor")

2				For official use
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→ **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	d1 d2 m1 m0 y2 y0 y1 y1

3 Description	
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 12 October 2011 entered into between the Chargor, Sovereign Reversions Limited, The Welfare Dwellings Trust Limited and Sovereign Nominees 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
 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

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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

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 Benin Leighton Pansie 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 Faizan Hashmi

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 (*Negative pledge*) of the Facility Agreement

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.

5 The Supplemental Debenture contains or incorporates the following definitions.

"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.

"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

"Arranger" means Barclays Bank Plc

"Borrowers" means Sovereign Reversions Limited and The Welfare Dwellings Trust Limited

"Chargors" means Sovereign Reversions Limited, The Welfare Dwellings Trust Limited, Sovereign Nominees Limited and Sovereign Nominees No 2 Limited

"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

"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

"Counterparty" means the Original Counterparty or an Additional Counterparty

"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

"Facility Agent" means Barclays Bank Plc

"Finance Party" means the Facility Agent, the Arranger, the Security Agent, a Counterparty or a Lender

"Guarantor" means Sovereign Equity Release Limited, Capital Reversions Limited, Sovereign

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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

"Receiver" means a receiver and manager, receiver or manager appointed in respect of the Charged Assets under or pursuant to the Principal Debenture

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<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>	

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Short particulars

Schedule Additional Property

Number	Additional Property address	Title Number
1	1 Beverley Close, Addlestone KT15 2JF	SY504929
2	2 Dan Drive, Faversham, ME13 7SW	K683194
3	2 Elm Court, Newlands Crescent, East Grinstead, RH19 1LW	WSX229229
4	2 Pit Ings Lane, Dalton, Thirsk, YO7 3HD	NYK159321
5	4 North Road, Selsey, Chichester, PO20 0BW	WSX131152
6	5 Prince Charles Close, Sudbury, CO10 1YT	SK197556
7	6 Coastal Counties House, Sussex Street, Brighton, BN2 9RR	ESX313591
8	7 Birds Road, North Walsham, NR28 0WE	NK259372
9	7 Brookland Road, Risca, Newport, NP11 6BH	CYM36951
10	8 West Cliffe Mews, Harrogate, HG2 0PY	NYK357424
11	9 Newbolt Road, Stanmore, HA7 3LT	NGL365902
12	10 Kenilworth Crescent, Enfield, EN1 3RD	MX447949
13	11 Adeliza Garth, Hedon, Hull, HU12 8NB	HS131439
14	12 Acland Close, Bude, EX23 8SG	CL100552
15	12 Mallow Close, Horsham, RH12 5GA	WSX47178
16	13 Applerigg, Kendal, LA9 6EA	CU201475
17	24 Haywood Court, Waltham Abbey, EN9 3DP	EX218335
18	25 Magnolia Close, Witham, CM8 2PD	EX425584
19	28 Conway Drive, Bognor Regis, PO21 4XD	SX140323
20	28 Homerton Road, Luton, LU3 2UL	BD9148
21	30 Ogmores Crescent, Bettws, Newport, NP20 7SD	WA327923

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22	35 Giffords Cross Avenue, Corringham, Stanford - Le - Hope, SS17 7NQ	EX723520
23	38 Main Road, Sundridge, Sevenoaks, TN14 6EP	K202756
24	48 Warrenne Road, Hove, BN3 8EG	SX110016
25	51 Sandstone Road, Wigan, WN3 6TW	GM412958
26	62 Ozonia Avenue, Wickford, SS12 0PJ	EX88455
27	Windwhistle, 76 Sandy Lane, St Ives, Ringwood, BH24 2LG	DT339377
28	133 Park Street, Haydock, St Helens, WA11 0BL	MS315635
29	259 Foredyke Avenue, Hull, HU7 0DY	HS92608
30	Cotswold, Wagg Drove, Huish Episcopi, Langport, TA10 9ER	WS44191
31	Woodlands Corner, Woodland Way, Wivenhoe, Colchester, CO7 9AT	EX431896
32	198 Club Garden Road, Sheffield, S11 8BX	SYK281860



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7620346
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 12 OCTOBER 2011 AND CREATED BY SOVEREIGN
NOMINEES NO.2 LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE PRINCIPAL 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 17 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 OCTOBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES