

MG01

Particulars of a mortgage or charge



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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 NC**
You cannot use this form to register
particulars of a charge
company. To do this, use
form MG01s

TUESDAY



A20 29/05/2012 #257

COMPANIES HOUSE

se
jk

1 Company details

Company number 07922052

Company name in full ROOKLEY FREEHOLD LIMITED

2 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 d1 m0 m5 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 A debenture entered into by (1) Rookley Freehold Limited (the "Company")
and (2) Santander UK plc (as security trustee for each Group Member) (the
"Bank") dated 21 May 2012 (the "Debenture")

4 Amount secured

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

Amount secured

1 Covenant to pay
The Company will on demand pay or discharge the
Secured Liabilities when due.

Please see continuation sheet

Continuation page
Please use a continuation page if
you need to enter more details

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| | | |
|----------------|---|--|
| 4 | Amount secured | |
| Amount secured | <p data-bbox="300 353 1145 392">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="300 409 1145 439">Definitions</p> <p data-bbox="300 468 1519 591">"Charged Assets" means the whole of the undertaking and all other property, assets and rights of the Company which are the subject of any security created or purported to be created by the Debenture and includes any part of or any interest in them;</p> <p data-bbox="300 620 1519 649">"the Company" means Rookley Freehold Limited (registered number 07922052),</p> <p data-bbox="300 678 1519 902">"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Company or the Debenture and the preparation, negotiation and creation of the Debenture and/or in relation to the Charged Assets and/or breach of any provision of, and the protection, realisation or enforcement of, the Debenture, in each case on a full indemnity basis,</p> <p data-bbox="300 931 1519 992">"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries from time to time,</p> <p data-bbox="300 1021 1519 1050">"Group Member" means each member of the Group;</p> <p data-bbox="300 1079 1519 1176">"Receiver" means an administrative receiver, receiver or receiver and manager and any substitute for any such person and whether appointed under the Debenture or pursuant to any statute or otherwise,</p> <p data-bbox="300 1205 1519 1637">"Secured Liabilities" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to the Group (or any Group Member) whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Group (or any Group Member) including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement), and</p> <p data-bbox="300 1666 1519 1727">"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p> | |

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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 Santander UK plc (as security trustee for each Group Member)

Address 2 Triton Square

Regent's Place London

Postcode N W 1 3 A N

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 Charges

1 1 Fixed Charge

The Company with Full Title Guarantee, as a continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)

PLEASE SEE CONTINUATION SHEET

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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

1 1 1 by way of fixed charge by way of legal mortgage, all right, title, estate and other interests of the Company in each Charged Property referred to in the Schedule of the Debenture (as set out below), and

1 1 2 by way of fixed charge:

1 1 2 1 all right, title, estate and other interests of the Company in each Charged Property not effectively mortgaged under clause 3 1.1 (as described at paragraph 1 1 1 above) ,

1 1 2 2 the Book Debts, and

1 1 2 3 all present and future goodwill and uncalled capital for the time being of the Company

1.2 Assignment

The Company with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Bank (as security trustee for the Group Members) by way of first priority assignment all of its right, title, estate and other interests in and to -

1 2 1 the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons,

1 2 2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Company in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and

1 2 3 the benefit of all Property Agreements, or the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Company under or in respect of any Property Agreement,

provided that nothing in sub-clause 3 2 of the Debenture(as set out in this paragraph 1 2 above) shall constitute the Bank as a mortgagee in possession

1 3 Floating charge

The Company with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in

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Short particulars

favour of the Bank (as security trustee for the Group Members) by way of floating charge the whole of the Company's undertaking and all other property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to clauses 3 1 and 3 2 of the Debenture (as set out at paragraph 1.1 and 1 2 above)

2 Restrictions on the Company

2 1 The Company represents, warrants and undertakes to the Bank (as security trustee for the Group Members) that (save with the prior written consent of the Bank) it

2 1 1 is and will be the sole beneficial owner with Full Title Guarantee of all the Charged Assets free from Encumbrances and will not (except for charges in favour of the Bank created under or pursuant to the Debenture) create or attempt to create or permit to subsist or arise any Encumbrance or any right or option on the Charged Assets or any part thereof;

2 1 2 will not (save in the normal course of trading at not less than market value) sell, convey, assign, lease or transfer the Charged Assets or any interest therein or otherwise part with, share possession or dispose of any of the Charged Assets or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Assets or agree to do any of the foregoing,

2 1 3 will not (in relation to any Charged Property) exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing,

2 1 4 will not part with or share possession of all or any part of the Charged Assets or part with or share possession or occupation of any Charged Property or any part of it or grant any tenancy or licence to occupy any Charged Property or agree to do any of the foregoing, and

2 1 5 will not deal with the Book Debts in any other way otherwise than in accordance with clauses 7 17 1 and 7 17 2 of the Debenture (as set out below at paragraphs 3 1 and 3 2 below)

3 Book Debts

The Company covenants with the Bank (as security trustee for the Group Members) at all times during the continuance of the security created by the Debenture:

3 1 To collect and realise all Book Debts charged under the Debenture in the ordinary course of its business and pay into the Company's account with the Bank all proceeds of such collection and realisation which it may receive in respect of those Book Debts immediately upon receipt and pending such payment hold such monies on trust for the Group, and

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Short particulars

3 2 Not to release, exchange, compound, set-off or deal with all or any of the Book Debts otherwise than by getting in and realising the same in the ordinary and proper course of its trading business (and for this purpose the realisation of debts by means of block discounting factoring or the like shall not be regarded as dealing in the ordinary and proper course of its trading business)

4 Further assurance

The Company will promptly at the request of the Bank and at its own expense execute and do all such assurances, acts and things as the Bank may reasonably require for perfecting or protecting the security intended to be created by the Debenture or for facilitating the realisation of the Charged Assets and in the exercise of all powers, authorities and discretions vested in the Bank or any Receiver or any delegate or sub-delegate To this intent, the Company will in particular execute all transfers, conveyances, assignments and assurances of the Charged Assets whether to the Bank or to its nominees and give all notices, orders and directions and make all registrations which the Bank may reasonably think expedient The Company's obligations under this clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994.

Schedule

Property

Title Number

All that freehold/leasehold property known as

| | |
|---|---------|
| Rookley Country Park, Main Road, Ventnor, PO38 3LU | IW41314 |
| Land lying to the north east of Pritchetts Way, Rookley, Ventnor | IW67285 |
| Land at Rookley Country Park, Main Road, Rookley, Ventnor | IW71950 |
| Units 1-36, Rookley Country Park, PO38 3LU | IW65919 |
| Units 37-58, Rookley Country Park, Main Road, Rookley, Ventnor PO38 3LU | IW64281 |
| Rookley Country Park, Main Road, Rookley, Ventnor | IW62829 |
| Rookley Country Park, Main Road, Rookley, Ventnor, PO38 3LU | IW65053 |

Definitions

"the Bank" means Santander UK plc (incorporated in England and Wales with company number 02294747) (as security trustee for each Group Member),

"Book Debts" means all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto including (without prejudice to

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the generality of the foregoing) credit balances with bankers or other third parties, surplus proceeds of realisation of any security held by any persons other than a Group Member and things in action which give rise or may give rise to a debt or debts, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights,

"Charged Assets" means the whole of the undertaking and all other property, assets and rights of the Company which are the subject of any security created or purported to be created by the Debenture and includes any part of or any interest in them;

"Charged Property" means all the freehold and/or leasehold property described in the Schedule to the Debenture (as set out above) and any other freehold or leasehold property now or at any time vested in or held by or on behalf of the Company and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof,

"the Company" means Rookley Freehold Limited (incorporated in England and Wales with company number 07922052),

"Encumbrance" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment,

"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Company or the Debenture and the preparation, negotiation and creation of the Debenture and/or in relation to the Charged Assets and/or breach of any provision of, and the protection, realisation or enforcement of, the Debenture, in each case on a full indemnity basis,

"Full Title Guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994,

"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries from time to time,

"Group Member" means each member of the Group,

"Insurance" means all contracts and policies of insurance of whatever nature in connection with the Charged Assets which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an

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interest,

"Property Agreement" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis),

"Receiver" means an administrative receiver, receiver or receiver and manager appointed by the Bank over all or any of the Charged Assets pursuant to the Debenture whether alone or jointly with any other person and includes any substitute for them appointed from time to time,

"Rental Income" means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property,

"Secured Liabilities" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to the Group (or any Group Member) whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Group (or any Group Member) including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement), and

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

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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

None

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 *Paris Smith 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 CZS/96729/24

Company name Paris Smith LLP

Address 1 London Road

Post town Southampton

County/Region Hampshire

Postcode S O 1 5 2 A E

Country United Kingdom

DX DX38534 SOUTHAMPTON 3

Telephone 02380 482482



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7922052
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 MAY 2012
AND CREATED BY ROOKLEY FREEHOLD LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE GROUP OR ANY GROUP MEMBER 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 29 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MAY 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES