

MR01

Particulars of a charge

191301/23

laserform



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)


A fee is be payable with this form  
Please see 'How to pay' on the last page.

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR02

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration  
21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is a  
court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this for  
scanned and placed on the public record. **Do not send the orig**



\*A6M83JOZ\*

A07

28/12/2017

#631

COMPANIES HOUSE

THURSDAY

**1 Company details**

Company number 0 9 3 4 0 9 3 9

Company name in full PegasusLife Development Limited

15

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 Charge creation date**

Charge creation date 2 1 1 2 2 0 1 7

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Deutsche Bank AG, London Branch as security agent  
and security trustee for the Secured Parties (as

Name defined in the accompanying copy instrument)

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
	Brief description	<p>All estates and interests in the freehold New Property being John Dower House, Crescent Place, 60-62 and 66 St Georges Place, Cheltenham, GL50 3RA (Title No. GR403566) pursuant to clause 2 and Schedule 1 of the accompanying copy instrument.</p>	
<b>5</b>	<b>Other charge or fixed security</b>	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	
<b>8</b>	<b>Trustee statement ①</b>	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06).</p>
<b>9</b>	<b>Signature</b>	<p>Please sign the form here.</p> <p>Signature</p> <p>X <i>Simmons &amp; Simmons LLP</i> X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Amanda Gardam (004586-00007)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode EC2Y 9SS

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



### 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 a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 9340939

Charge code: 0934 0939 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2017 and created by PEGASUSLIFE DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2017.

DR

Given at Companies House, Cardiff on 5th January 2018



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Execution Version

# Supplemental Mortgage

between

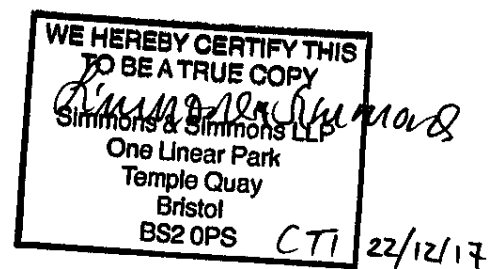
PegasusLife Development Limited  
as Chargor

and

Deutsche Bank AG, London Branch  
as Senior Security Agent

relating to

a £455,000,000 facility in relation to a portfolio of real estate  
assets



## CONTENTS

1.	Interpretation.....	3
2.	Creation of Security.....	3
3.	Miscellaneous .....	5
4.	Counterparts .....	5
5.	Governing law .....	5
	SCHEDULE 1 : NEW PROPERTY .....	6

**THIS DEED** is dated 21 December 2017 and made

**BETWEEN:**

- (1) **PEGASUSLIFE DEVELOPMENT LIMITED**, registered in England and Wales (registered number 09340939) whose registered office is at Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire, SO23 7TW (the "Chargor"); and
- (2) **DEUTSCHE BANK AG, LONDON BRANCH**, (the "Senior Security Agent", which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

**BACKGROUND:**

- (A) The Chargor has entered into a security agreement dated 30 June 2015 (the "Security Agreement") with the Senior Security Agent.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed and in addition:

"Additional Assigned Contract" means all agreements in respect of the acquisition of the New Property.

"New Property" means the property listed in schedule 1 (*New Property*), and, where the context so requires, includes the buildings on such property.

1.2 **Construction**

- (A) The other provisions of Clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.
- (B) This Deed is a Finance Document.

2. **Creation of Security**

2.1 **Security generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Senior Security Agent;
- (B) is created over the present and future assets of the Chargor;
- (C) is security for the payment of all the Secured Liabilities; and

- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

## **2.2 Land**

The Chargor charges by way of a first legal mortgage all estates or interests in the New Property.

## **2.3 Lease Documents**

The Chargor assigns to the Senior Security Agent by way of security all of its rights and interests in and to each Lease Document in respect of the New Property (including all rental income and any guarantee of rental income contained in or relating to any such Lease Document).

## **2.4 Contracts**

- (A) The Chargor assigns to the Senior Security Agent by way of security, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all of its rights and interests under each Additional Assigned Contract.
- (B) To the extent that any such right described in paragraph (A) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (A) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this sub-clause or are not effectively assigned under paragraphs (A) or (B) above, the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.
- (D) If the Chargor assigns or charges an Additional Assigned Contract and the assignment or charge breaches a term of that Additional Assigned Contract because a third party's consent has not been obtained:
- (1) the Chargor must notify the Senior Security Agent immediately upon becoming so aware;
  - (2) unless the Senior Security Agent otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent as soon as practicable; and
  - (3) the Chargor must promptly supply to the Senior Security Agent a copy of the consent obtained by it.
- (E) Prior to the occurrence of an Event of Default which is continuing, the relevant Chargor may perform, deal in and exercise its rights under the Additional Assigned Contracts as permitted under the Finance Documents.

## **2.5 Insurances**

- (A) The Chargor assigns to the Senior Security Agent by way of security, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities,



- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
  - (2) the proceeds payable under any such contract or policy of insurance,
- in each case to the extent the same relates to the New Property.
- (B) To the extent that any such right described in paragraph (A) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (A) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

3. **Miscellaneous**

With effect from the date of this Deed:

- (A) any reference in the Security Agreement to "this Deed" and similar phrases will include this Deed;
- (B) any reference in the Security Agreement to "Mortgaged Property" will include a reference to the New Property;
- (C) any reference in the Security Agreement to a "Supplemental Property" will include the New Property;
- (D) any reference in the Security Agreement to "Assigned Contracts" will include a reference to the Additional Assigned Contracts.

4. **Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

5. **Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

### SCHEDULE 1 : NEW PROPERTY

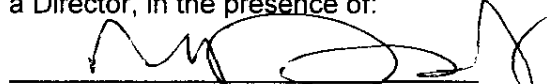
Site Name	Address	Freehold/Leasehold	Title Number
John Dower House	John Dower House, Crescent Place, 60 - 62 and 66 St Georges Place, Cheltenham GL50 3RA	Freehold	GR403566


## EXECUTION PAGE TO SUPPLEMENTAL MORTGAGE

### The Chargor

EXECUTED as a DEED by  
**PEGASUSLIFE DEVELOPMENT LIMITED**

acting by  
a Director, in the presence of:

  
Signature of witness

)  
)  
)  
  
(Signature)

Name of witness: M D GOMES

Address: ROYAL COURT

KINGS WORTHY.

Occupation: SOLICITOR.

### Address for notices

Address: Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire  
SO23 7TW

Email: itrinder@pegasuslife.co.uk

Attention: Ian Trinder

### The Senior Security Agent

**DEUTSCHE BANK AG, LONDON BRANCH**

By:

By:

Address: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester  
Street, London EC2N 2DB

Fax: +44 (0) 20 7545 3686

E-mail: pegasuslife@list.db.com

**EXECUTION PAGE TO SUPPLEMENTAL MORTGAGE**

**The Chargor**

EXECUTED as a DEED by  
**PEGASUSLIFE DEVELOPMENT LIMITED**

acting by  
a Director, in the presence of:

)  
)  
)  
)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Signature of witness

Name of witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Occupation: \_\_\_\_\_

Address for notices

Address: Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire  
SO23 7TW

Email: [itrinder@pegasuslife.co.uk](mailto:itrinder@pegasuslife.co.uk)

Attention: Ian Trinder

**The Senior Security Agent**

**DEUTSCHE BANK AG, LONDON BRANCH**

By:



By:

Address: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester  
Street, London EC2N 2DB

Fax: +44 (0) 20 7545 3686

E-mail: [pegasuslife@list.db.com](mailto:pegasuslife@list.db.com)