

264580 13
MG01

Particulars of a mortgage or charge



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

MONDAY



A47 "AEULIU6L"

16/05/2011

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COMPANIES HOUSE

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 *

1 Company details

Company number 0 0 9 5 5 9 3 4

Company name in full RIGHTACRES PROPERTY CO LIMITED

(the "**Chargor**")

2 Date of creation of charge

Date of creation d 0 d 6 m 0 m 5 y 2 y 0 y 1 y 1

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 Debenture (the "**Debenture**")

4 Amount secured

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

400,000
+
100,000
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 Chargor and
each grantor of security to the Finance Parties (or any of
them) under each or any of the Finance Documents together
with all costs, charges and expenses incurred by any Finance
Party in connection with the protection, preservation or
enforcement of its respective rights under the Finance
Documents or any other document evidencing or securing
any such liabilities (the "**Secured Obligations**")

Please see the attached continuation sheet

Continuation page

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

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Amount secured

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

Short particulars

Continued

Any amount which is not paid under the Debenture on the due date shall bear interest (both before and after judgment) payable on demand at the Default Rate from time to time from the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full, save to the extent that interest at such rate on such amount and for such period is charged pursuant to the Finance Documents relevant to that liability and itself constitutes part of the Secured Obligations

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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 BARCLAYS BANK PLC (the "Security Agent")

Address 1 CHURCHILL PLACE, LONDON

Postcode E 1 4 S 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

Please see the attached continuation sheet

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1. SECURITY

1 1 Fixed charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent the following assets:

- 1 1.1 **First legal mortgage on specified Property** - by way of first legal mortgage, the leasehold property known as Belmont House, Churchill Way, Cardiff CF10 2NQ, registered at the land registry with leasehold title absolute under title number WA277204,
- 1.1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture), (b) any other rights, title or interest of the Chargor in Property, wherever situated, and (c) all Associated Rights in relation to its Property,
- 1 1 3 **First fixed charges in respect of Designated Chattels** - by way of first fixed charge, (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3 1.1 or 3 1 2 of the Debenture), and (b) all Associated Rights in relation to such Designated Chattels;
- 1.1.4 **First fixed charges in respect of other chattels** - by way of first fixed charge, (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3 1 1, 3 1 2 or 3 1.3 of the Debenture nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of this Clause 3.1.4 of the Debenture and (c) the benefit of all Associated Rights relating to any chattel validly charged by this Clause 3 1 4 of the Debenture;
- 1.1.5 **First fixed charge on Specified Shares** - by way of first fixed charge, (a) the Shares (if any) listed in respect of the Chargor in Schedule 4 of the Debenture (*Shares*) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares,
- 1 1 6 **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are

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subject to a valid fixed charge under Clause 3.1.5 of the Debenture) and (b) all Distribution Rights from time to time accruing to or on such Investments,

1 1 7 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 of the Debenture but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);

1.1.8 **First fixed charges in respect of Rental Income and other book debts** - by way of first fixed charge, (a) all present and future Rental Income, book and other debts, revenues and monetary claims of or owing to the Chargor and (b) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such Rental Income, debts, revenues or claims;

1 1.9 **First fixed charge on Specified Bank Balances** - by way of first fixed charge, all of the Specified Bank Balances in respect of the Chargor,

1.1.10 **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.9 of the Debenture);

1 1 11 **First fixed charge on Intellectual Property** - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 of the Debenture, by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest),

1.1.12 **First fixed charges in respect of Authorisations** - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3 2 5 of the Debenture respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which

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may at any time become payable to the Chargor in respect of such Authorisations,

1.1.13 **First fixed charge on contracts** - to the extent that they do not fall within any other provision of this Clause 3.1 of the Debenture (*fixed Charges*) and are not effectively assigned under Clause 3.2.2 of the Debenture by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party,

1.1.14 **First fixed charge on goodwill and uncalled capital** - by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and

1 1 15 **First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

1.2 Assignments by way of security

As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Agent all (if any) its right, title and interest in and to the following assets

1.2.1 **Authorisations** - all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations,

1 2 2 **Charged Contracts and Rental Income** - the Charged Contracts, the Rental Income and the benefit of any Derivative Payment in respect of the Charged Contracts,

1 2 3 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Chargor;

1.2.4 **Intellectual Property** - the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Agent shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for

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so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Agent; and

1 2 5 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (*Fixed charges*) of the Debenture or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 of the Debenture and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture,

in each case to the fullest extent capable of assignment and subject to re-assignment on redemption

1.3 Floating charge

1 3 1 As further continuing security for the payment, discharge and performance to the Security Agent of the Secured Obligations, the Chargor charges in favour of the Security Agent, by way of first floating charge, all its assets and undertaking, wherever located, both present and future

1 3 2 The floating charge created by Clause 3.5.1 of the Debenture is deferred, in relation to the Chargor, in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Security Agent as security for the Secured Obligations.

1.4 Continuing security

The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

1.5 Negative pledge

During the Security Period, no Chargor shall:

1.5.1 create, extend or permit to subsist any Security over any of the Secured Assets; nor

1 5 2 (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets, (b) create any legal

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or equitable estate, or other interest, in, over, or relating to, the Secured Assets, (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (d) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (e) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in Clause 5.1 of the Debenture, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

1 INTERPRETATION

1.1 Expressly defined terms

In the Debenture, the following words and phrases have the specified meanings.

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts

"Charged Contracts" means, in relation to the Chargor, those contracts and/or leases brief particulars of which are set out as follows

Tenant Name	Tenant Address	Lease Date	Start	Lease Date	End	Annual Rent
Transco Plc	1-3 The Strand, London	18 July 1996		17 July 2021		£1
Premier Inn	Whitbread Court, Houghton	25 January		24 January		£944,000

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Hotels Ltd	Hall Office Park, Porz Avenue, Dunstable, Bedfordshire, LU5 5XE	2010	2035	
Big Lottery Fund Ltd	1 Plough Place, London, EC4A 1DE	15 November 2010	14 November 2020	£26,500 (current rent)
PKF (UK) LLP	Farringdon Place, 20 Farringdon Road, London, EC1M 3AP	1 July 2010	30 June 2020	£45,985
Darwin Gray LLP	15 Windsor Place, Cardiff	6 November 2009	5 November 2019	£61,830 (current rent)
Thinc Management Services Ltd	5 Old Broad Street, London	30 June 2010	29 June 2020	£56,100
Nathaniel Litchfield & Partners Limited	14 Regents Wharf, All Saints Street, London	11 August 2010	10 August 2015	£52,020
New Law Solicitors LLP	Ross House, Scott Harbour, Cardiff Bay	5 October 2009	4 October 2019	£487,900

"Charged Debts" means all Rental Income, book and other debts and all other rights and claims charged to the Security Agent pursuant to Clause 1.1.8.

"Companies Act" means the Companies Act 2006.

"Default Rate" means the rate determined in accordance with the provisions of clause 6.3 of the Facilities Agreement

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, Rental Income, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

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"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 5 of the Debenture (*Designated Chattels*) (nothing listed) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

"Discharge Date" means the date with effect from which the Security Agent confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Finance Parties cancelled.

"Distribution Rights" means all dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Event of Default" means an event specified as such in Clause 15 of the Facilities Agreement.

"Facilities Agreement" means the credit agreement made on the date of the Debenture between the Chargor and Barclays Bank PLC as the Arranger, Original Lender, Original Counterparty, the Facility Agent and the Security Agent (as the case may be amended, restated, novated and supplemented from time to time).

"Finance Document" means:

- (a) the Finance Agreement;
- (b) a Security Document (*as defined by the Facilities Agreement*),
- (c) any Subordination Agreement (*as defined by the Facilities Agreement*),
- (d) a Transfer Certificate (*as defined by the Facilities Agreement*);
- (e) a Duty of Care Agreement (*as defined by the Facilities Agreement*),
- (f) a Fee Letter (*as defined by the Facilities Agreement*);
- (g) the Hedging Agreement (*as defined by the Facilities Agreement*); or
- (h) any other document designated as such by a Lender (*as defined by the Facilities Agreement*) and the Chargor

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"Finance Party" means a Lender or an Agent (*as defined by the Facilities Agreement*) and any other party designated in writing as a Finance Party from time to time by the Security Agent.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) monies borrowed;
- (b) any acceptance credit (including any dematerialised equivalent);
- (c) any bond, note, debenture, loan stock or other similar instrument;
- (d) any redeemable preference share;
- (e) any agreement treated as a finance or capital lease in accordance with generally accepted accounting principles in the jurisdiction of incorporation of the Borrower;
- (f) receivables sold or discounted (otherwise than on a non-recourse basis);
- (g) the acquisition cost of any asset to the extent payable after its acquisition or possession by the party liable where the deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset;
- (h) any derivative transaction protecting against or benefiting from fluctuations in any rate or price (and, except for non-payment of an amount, the then mark to market value of the derivative transaction will be used to calculate its amount),
- (i) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing,
- (j) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution, or
- (k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in the above Clauses

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"Fixed Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to Clause 3.1 (*Fixed charges*) of the Debenture or Clause 1.2 of the Debenture (*Assignments by way of Security*)

"Fixtures" means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of any Property.

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Insolvency Act" means the Insolvency Act 1986

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person and (b) amounts paid to meet third party claims and product liability claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Intellectual Property" means, in relation to the Chargor, (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or unregistered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world now and in the future

"Investment" means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the

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Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means any one or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of the Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Borrower,
- (d) any other monies paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) if such surrender or variation is permitted under this Agreement and subject to any conditions required by the Security Agent in connection with that permission, any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any lease document,

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- (h) any tenant contributions, and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Borrower in connection with such changes, compensation or settlement.

"Secured Assets" means the assets the subject of any Security created by the Debenture

"Security" means the security interests created under the following:

- (a) the Debenture;
- (b) the Assignment of Construction Documents *as defined in the Facilities Agreement*),
- (c) any other document evidencing or creating security over any asset of the Borrower to secure any obligation of the Chargor to a Finance Party under the Finance Documents, or
- (d) any other document designated as such by the Security Agent and the Chargor

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date

"Security Agent" means Barclays Bank PLC acting in its capacity as trustee for the Finance Parties (including itself) in relation to the Security for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to the Finance Documents.

"Shares" means all shares (if any) specified in Schedule 4 of the Debenture (*Shares*) (nothing specified) in respect of the Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest.

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the following accounts, as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account:

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	NAME OR DESIGNATION OF BANK ACCOUNT	NUMBER OF BANK ACCOUNT	NAME AND SORT CODE OF BANK AND BRANCH AT WHICH ACCOUNT HELD
1	RENT ACCOUNT	03115283	BARCLAYS BANK PLC SORT CODE 201815
2	RENTAL DEPOSIT ACCOUNT	73912981	BARCLAYS BANK PLC SORT CODE 201815
3	SALES ACCOUNT	03618781	BARCLAYS BANK PLC SORT CODE 201815
4	GENERAL ACCOUNT	73397076	BARCLAYS BANK PLC SORT CODE 201815
5	AIB ACCOUNT	32214007	AIB BANK PLC SORT CODE 23-85-86

"Specified Shares" means in relation to the Chargor the Shares specified in Schedule 4 of the Debenture (*Shares*) (nothing listed) opposite its name.

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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 *Frederick L.D.*

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 **Joanne Canning**

Company name
Eversheds LLP

Address **1 Callaghan Square**

Cardiff

Post town

County/Region

Postcode

C F 1 0 5 B T

Country

DX **33016, Cardiff**

Telephone **0845 497 9797**



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. 955934
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 MAY 2011
AND CREATED BY RIGHTACRES PROPERTY CO. LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND EACH GRANTOR OF SECURITY TO THE
FINANCE PARTIES (OR ANY OF THEM) 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 16 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MAY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES