

MG01

288 268 / 13

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

SATURDAY



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09/02/2013

#91

COMPANIES HOUSE

1

Company details

Company number

0 1 0 6 7 0 5 2

Company name in full

Banner Homes Central Limited (the "Chargor")

383

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

d0 d7 m0 m2 y2 y0 y1 y3

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Supplemental Legal Mortgage (the "Supplemental Legal Mortgage")

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Amount secured

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

Amount secured

As defined in the continuation pages to this form

Continuation page

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

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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

The Royal Bank of Scotland plc (the "Security Trustee")

Address

36 St Andrew Square

Edinburgh

Postcode

E H 2 2 Y B

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

As specified in the continuation pages to this form

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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 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).

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Signature

Please sign the form here

Signature

Signature

X *Ernest L. L.* 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 **Fiona Morris**

Company name **Eversheds LLP**

Address **One Wood Street**

Post town **London**

County/Region

Postcode **E C 2 V 7 W S**

Country

DX **DX 154280 Cheapside 8**

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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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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Amount secured

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

Amount secured

The Supplemental Legal Mortgage is supplemental to the Debenture. Pursuant to the terms of the Debenture, the amount secured by the Supplemental Legal Mortgage is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured 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**") PROVIDED THAT "**Secured Obligations**" shall not include any obligation or liability to the extent that if it were so included the Supplemental Legal Mortgage (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act 2006 unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act 2006.

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6 Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1 Fixed security

1.1 Pursuant to the terms of the Supplemental Legal Mortgage, the Chargor charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Property.

2 Miscellaneous

2.1 The Supplemental Legal Mortgage is supplemental to the Debenture. Pursuant to the terms of the Debenture, all the Security created by the Supplemental Legal Mortgage by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant schedule to the Supplemental Legal Mortgage shall not affect the validity or enforceability of the charges created by the Supplemental Legal Mortgage.

3 Negative Pledge

3.1 The Supplemental Legal Mortgage is supplemental to the Debenture Pursuant to the terms of the Debenture, during the Security Period, the Chargor shall not create, extend or permit to subsist any Security over any of the Secured Assets, nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) 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 (d) 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 (as described in this paragraph 3.1), 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

3.2 Clause 5.1 of the Debenture (as described in paragraph 3.1 above) does not apply to any Security which is Permitted Security

4 Power of Attorney

4.1 The Supplemental Legal Mortgage is supplemental to the Debenture. Pursuant to the terms of the Debenture, the Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated for the purpose by the Security Trustee or the Receiver (in

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writing, under hand, signed by an officer of the Security Trustee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13.2 of the Debenture (as described in paragraph 4.2 below)

4.2 The power of attorney granted in Clause 13.1 of the Debenture (as described in clause 4.1 above) allows the Security Trustee, the Receiver or the relevant nominee, in the name of the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under the Debenture and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Debenture or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Trustee or the Receiver under, or otherwise for the purposes of, the Debenture

4.3 The Chargor covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with Clause 13 of the Debenture (as described in this paragraph 4).

5. Definitions

All capitalised terms used in this form are defined in the Appendix to this form.

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

Schedule

Details of Property

Address	Nature of Interest	Title Number
Greenways Cottage 2 Clifton	Freehold	BM217123
Road and Greenways		BM124979

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Please give us the short particulars of the property mortgaged or charged

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APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

"Affiliate" means of any person means any Subsidiary or holding company of that person, or any Subsidiary of any such holding company. Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties.

"Arranger" means HSBC Bank plc, Santander UK plc and The Royal Bank of Scotland plc as mandated lead arrangers.

"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

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

"Chargor" has the meaning given to it on page 1 of this form

"Company" means Banner Homes Group PLC, a company incorporated in England and Wales with company number 03647340.

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Please give us the short particulars of the property mortgaged or charged

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"Debenture" means the debenture dated 20 December 2011 between (1) the Company (2) the companies listed in schedule 1 thereto and (2) the Security Trustee.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Trustee.

"Discharge Date" means the date with effect from which the Security Trustee 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 Security Trustee cancelled

"Employee Benefit Trust Loan" has the meaning given to it in the Facility Agreement

"Facility Agreement" means a facility agreement dated 16 December 2011 (as amended on 12 July 2012) between, amongst others, the Company, the Original Borrowers, the Original Guarantors, the Arranger, the Original Lenders, the Original Hedge Counterparties, the Agent and the Security Trustee

"Finance Documents" has the meaning given to it in the Facility Agreement.

"Finance Party" has the meaning given to it in the Facility Agreement

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

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument excluding Investor Loans (excluding any amounts covered by paragraph (i) below);
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

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- (g) amounts raised pursuant to an Investor Loan;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) any amount raised by the issue of redeemable shares which may be redeemed prior to the Termination Date,
- (k) any amount of any liability under an advance or deferred purchase agreement if the primary reason behind the entry into this agreement is to raise finance; and
- (l) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above;
- (m) any amount related to the Employee Benefit Trust Loan; and
- (n) any amount related to the Lloyds Banking Group Facility

"GAAP" means generally accepted accounting principles in England and Wales, including IFRS

"Group" means the Company and its Subsidiaries for the time being but, for the avoidance of doubt, excluding any Joint Venture.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

"Hedge Counterparty" means

- (a) any Original Hedge Counterparty, and
- (b) any Lender which has become a Party as a Hedge Counterparty in accordance with Clause 25 8 (*Accession of Hedge Counterparties*) of the Facility Agreement,

which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

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"Investor Loan" has the meaning given to it in the Facility Agreement

"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity but excluding any Subsidiary

"Lender" means.

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2.22 2 (*Increase*) or Clause 25 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Lloyds Banking Group Facility" has the meaning given to it in the Facility Agreement.

"Obligor" means a Borrower or a Guarantor.

"Original Borrowers" means the subsidiaries of the Company listed in Part 1 of Schedule 1 of the Facility Agreement as original borrowers

"Original Guarantors" means the subsidiaries of the Company listed in Part 1 of Schedule 1 of the Facility Agreement as original guarantors.

"Original Hedge Counterparties" means the financial institutions listed in Part 2 of Schedule 1 of the Facility Agreement as original hedge counterparties.

"Original Lenders" means the financial institutions listed in Part 2 of Schedule 1 of the Facility Agreement as lenders

"Party" means a party to the Facility Agreement

"Permitted Security" means the Security created by the Debenture and any other Security which is permitted or required to be entered into pursuant to clause 22.4 (*Negative pledge*) of the Facility Agreement.

"Property" means:

- (a) the property specified in Schedule 1 (*Details of Property*) to the Supplemental Legal Mortgage (as described in the Schedule to this form); and

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(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Associated Rights.

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

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

"Secured Obligations" has the meaning given to it in the continuation page to panel 4 of this form.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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

"Security Trustee" has the meaning given to it on page 2 of this form.

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

"Supplemental Legal Mortgage" has the meaning given to it on page 1 of this form.

"Termination Date" means the date falling four years after the date of the Facility Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1067052
CHARGE NO. 383**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 7 FEBRUARY 2013 AND CREATED BY
BANNER HOMES CENTRAL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR AND
EACH GRANTOR OF SECURITY TO THE SECURED 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
9 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 FEBRUARY
2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES