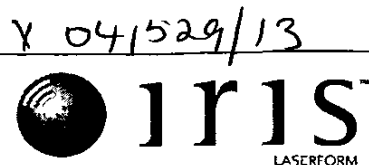


MG01

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

FRIDAY



L2XDEZ5F

LD3

11/11/2011

8

COMPANIES HOUSE

1 Company details

Company number 2 4 7 4 8 8 1

Company name in full Rowan Land Ltd (**Chargor**)

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 d5 m1 m0 y2 y0 y1 y1

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 between the Chargor and the Security Trustee (as defined in Section 5 below)
(**Debenture**)

4 Amount secured

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

Amount secured All present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever, of the Obligor to the Finance Parties
(including, without limitation under the Finance Documents), except
for any obligation which, if it were so included, would result in a
contravention of section 151 of the Companies Act 1985 (**Secured
Liabilities**)

Continued

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Bank of Scotland plc (**Security Trustee**)

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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 Fixed Security

1 1 Creation

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2 3 (Title Guarantee) of the Debenture (reproduced as paragraph 1 3 of this form MG01)

- (a) charged in favour of the Security Trustee (acting for itself and each other Finance Party) by way of a first legal mortgage all the property now belonging to it and specified in schedule 1 (Mortgaged Property) of the Debenture (reproduced as schedule 1 of this form MG01) and all other interests in any freehold or leasehold property now or in the future belonging to it,
- (b) charged in favour of the Security Trustee (acting for itself and each other Finance Party) by way of a first fixed charge
 - (i) (to the extent that they are not within paragraph 2 1(a) of the Debenture (reproduced as paragraph 1 1(a) of this form MG01)) all interests in any freehold or leasehold property now or in the future belonging to it,
 - (ii) all of its rights and benefits under each agreement relating to the acquisition of any Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, title indemnity policies, guarantees, warranties and other documents now or hereafter in existence in relation to any Mortgaged Property,

Continued

MG01

Particulars of a mortgage or charge

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 Adleshaw Goldland LLPX

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or 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 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 **LARNH (312162-368)**

Company name **Addleshaw Goddard LLP**

Address **Box 500**

Companies House

21 Bloomsbury Street

Post town **London**

County/Region

Postcode

	W	C	1	B		3	X	D
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Country

DX **London**

Telephone



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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
	(i)	all plant and machinery belonging to it and its interest in any plant or machinery in its possession and in all Fixtures,
	(ii)	all of its benefits, claims and returns of premiums in respect of the Insurances,
	(iii)	its rights under each appointment of a managing agent of any Mortgaged Property or any Premises,
	(iv)	all moneys standing to the credit of any account (including the £200m Facility Account, the Collection Account, the Hedge Surplus Account, the General Account and any other security account from time to time Security Accounts and notwithstanding that the existence of such an account may be in breach of the Debenture) with any person and the debts represented by them,
	(v)	its goodwill and its uncalled capital,
	(vi)	its book and other debts (including, without limitation, debts arising under loan agreements in respect of loans made by the Chargor from time to time), both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to it,
	(vii)	the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2 1(b)(viii) (reproduced as paragraph 1 1(b)(viii) of this form MG01),
	(viii)	its rights under any interest rate or rental income swap agreement entered into between the Chargor and the Hedge Counterparty including, without limitation any interest rate swap agreement to be entered into by the Chargor and the Hedge Counterparty,
	(ix)	any of its beneficial interest, claim or entitlement in any pension fund,
	(x)	the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it,
	Continued	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(xi) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties (including, without limitation, all collateral warranties relating to the construction, design or maintenance of any Mortgaged Property) and representations given or made by any building contractors, professional advisers or any other person in relation to any Mortgaged Property, including all rights and remedies available to it against such persons,</p> <p>(xii) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights, and</p> <p>(xiii) its rights under a Managing Agent's Agreement or other arrangement to which the Chargor is a party from time to time for the provision of asset or property management services at a Mortgaged Property</p> <p>(b) mortgaged and charged and agreed to mortgage and charge to the Security Trustee (acting for itself and each other Finance Party) all Charged Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and</p> <p>(c) mortgaged and charged and agreed to mortgage and charge to the Security Trustee (acting for itself and each other Finance Party) all the Related Rights accruing to all or any of the Charged Shares held at the date of the Debenture or in the future by it and/or nominee on its behalf, the same to be a security by way of a first mortgage or charge,</p> <p>Provided that (in respect of 2 1 (c) and (d) of the Debenture only (reproduced as paragraphs 1 1(c) and (d) of this form MG01))</p> <p>(i) no dividends or other distributions may be paid unless in accordance with the terms of the Facility Agreement, and</p> <p>(ii) no voting rights attaching to the relevant Charged Shares may be exercised by the Chargor without the prior written consent of the Security Trustee</p> <p>Continued</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	1 2	<p>Assignment</p> <p>The Chargor, in the manner specified in clause 2 3 (Title Guarantee) of the Debenture (reproduced as paragraph 1 3 of this form MG01), assigned to the Security Trustee (acting for itself and each other Finance Party) by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to</p> <ul style="list-style-type: none"> (a) each Agreement (and each and every claim and judgment arising from it), (b) all Rental Income and any guarantee of any Rental Income contained in or relating to the Occupational Leases, and (c) all its rights (if any) under the Insurances and any other insurances relating to the Mortgaged Properties to which the Chargor is entitled
	1 3	<p>Title Guarantee</p> <ul style="list-style-type: none"> (a) Every disposition effected by the Debenture is made with full title guarantee (b) The other terms of the Debenture do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants
	2	Floating Charge
	2 1	<p>Creation</p> <p>The Chargor as security for the payment of the Secured Liabilities and in the manner specified in clause 2 3 (Title Guarantee) of the Debenture (reproduced as paragraph 1 3 of this form MG01) charged in favour of the Security Trustee (acting for itself and each other Finance Party) by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage, fixed charge or assignment by way of security by clause 2 (Fixed Security) of the Debenture (reproduced as clause 1 of this form MG01)</p>
	Continued	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 2 Conversion by notice</p> <p>The Security Trustee may by notice to the Chargor convert the floating charge created by the Debenture into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if</p> <ul style="list-style-type: none"> (a) the Security Trustee has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise, (b) an Event of Default has occurred, or (c) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the making of an application to appoint an administrator in relation to the Chargor or lead to the presentation of a petition to appoint an administrator in relation to the Chargor (or such an administrator has been appointed) or to wind up the Chargor (or that such a petition has been presented) or that steps have been taken to appoint an administrator out of court <p>2 3 Automatic conversion</p> <p>The floating charge created by the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Chargor (other than in respect of assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of automatic conversion) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)</p> <p>3 Restrictions on dealings</p> <p>The Chargor agreed that it shall not, save as otherwise permitted by the Facility Agreement</p> <ul style="list-style-type: none"> (i) create or permit to subsist any Security of whatsoever nature on any Security Asset other than as permitted under the Finance Documents or by operation of law or by the Debenture, and (ii) sell, transfer, grant, lease or otherwise dispose of any Security Asset <p>Continued</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="312 371 1034 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 461 1075 492">In this form the following terms shall have the following meanings</p> <p data-bbox="312 524 1235 555">£200m Facility Account has the meaning given to it in the Facility Agreement</p> <p data-bbox="312 586 1503 654">Agreement means each agreement more specifically defined in schedule 3 (Agreements) of the Debenture (reproduced as schedule 3 of this form MG01)</p> <p data-bbox="312 685 1503 819">Charged Shares means all shares specified in schedule 2 (Charged Shares) of the Debenture (reproduced as schedule 2 of this form MG01) together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor from time to time</p> <p data-bbox="312 851 1181 882">Collection Account has the meaning given to it in the Facility Agreement</p> <p data-bbox="312 913 1503 981">Event of Default means any event or circumstance specified as such in clause 24 (Events of Default) of the Facility Agreement</p> <p data-bbox="312 1012 1503 1079">Fixtures means all fixtures and fittings (including those of trade) and fixed plant and machinery on a Mortgaged Property</p> <p data-bbox="312 1111 1149 1142">General Account has the meaning given to it in the Facility Agreement</p> <p data-bbox="312 1173 1503 1348">Hedge Counterparty means the Original Hedge Counterparty or any Lender or an Affiliate of a Lender (in each case which is either (i) approved by the Company or (ii) rated not less than A1 by Moodys or A+ by Standard and Poors and by Fitch) which has acceded to the Facility Agreement as a Hedge Counterparty by delivery to the Agent of a duly completed and executed Accession Letter (as each such term is defined in the Facility Agreement unless otherwise defined in this form)</p> <p data-bbox="312 1379 1241 1411">Hedge Surplus Account has the meaning given to it in the Facility Agreement</p> <p data-bbox="312 1442 1503 1509">Insurances means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)</p> <p data-bbox="312 1541 1503 1644">Managing Agents' Agreement means each agreement for the management of the Properties entered into in accordance with clause 23 4 (Managing Agents) of the Facility Agreement (and Managing Agent's Agreements shall be construed accordingly)</p> <p data-bbox="312 1675 1503 1778">Mortgaged Property means each freehold and leasehold property (if any) (including the Premises) the subject of the security created by the Debenture (and Mortgaged Properties shall be construed accordingly)</p> <p data-bbox="312 1809 434 1841">Continued</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Occupational Lease means each agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Properties may be subject from time to time and to which the Chargor is a party</p> <p>Premises means any building or other edifice from time to time on any Property (as defined in the Facility Agreement)</p> <p>Receiver means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) a receiver (including, without limitation, an administrative receiver or an administrator), in either case, appointed under the Debenture or pursuant to any statute</p> <p>Related Rights means, in relation to the Charged Shares, all dividends and other distributions paid or payable after today's date on all or any of the Charged Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Charged Shares or in substitution or exchange for any of the Charged Shares</p> <p>Rental Income means</p> <ul style="list-style-type: none"> (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases in relation to a Property including, without limitation the Ground Rents, (b) all other monies derived by the applicable Facility Obligor from any third parties relating to the use and/or occupation of a Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease, sums received from any deposit held as security for the performance of Residential Tenants' obligations and commissions from insurance product sales), (c) any premium payable for the extension of an Occupational Lease in the case where the unexpired term of such Occupational Lease immediately following such extension exceeds 75 years and where the Ground Rent in relation to such Occupational Lease is not diminished by such extension, (d) for the purposes of clause 21 1 (Interest Cover Covenants) of the Facility Agreement only, any monies paid under the Interest Shortfall Guarantee by RPG, and (e) (for the Test Period ending on the Termination Date only) any monies payable to an Obligor under a Hedging Agreement (such funds to be standing to the credit of the Hedging Surplus Account on or after the penultimate Test Date), <p>Continued</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

but excluding all Permitted Deductions (if any) and all Sales Proceeds (as each such term is defined in the Facility Agreement unless otherwise defined in this form)

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 Account means any account established or maintained in the name of the Chargor with the Security Trustee

Security Assets means all assets of the Chargor the subject of any security created by the Debenture (and includes the Mortgaged Properties)

Schedule 1

Mortgaged Property

Legal Description	Title No.
Land at St Cuthbert's Walk, Chester-le-Street	DU194162
15, 17,30, 32, 66 and 68 Carlton Close, 19, 20,25,26,27 and 28 Bradley Close, Urpeth Grange, Ouston	DU290884
1 to 6 (inclusive), Beechwood, Castle Eden, Hartlepool (TS27 4FF)	DU307757
1-6 Lowes Wynd, Durham (DH1 4NT)	DU307869
1-12 Rotha Court, Blyth (NE24 3UF) and 1-12 Viking Court, Blyth, (NE24 3UG)	ND155531

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

8-12 Medway Place, Cramlington (NE23 3GQ)	ND155545
10-23 (inclusive), (excluding 13), The Dialstone, Thirsk and parking spaces (YO7 1GH)	NYK348988
Land on the north side of Romanby Road, Northallerton	NYK348989
Land lying to the North of The Old College, Ripon	NYK349044
Land on the north east side of Allerton Way, Northallerton	NYK349556
Land on the North East and South West sides of Langthwaite Lane, Scawthorpe	SYK325061
Land and buildings lying to the west of Ecclesall Road South, Sheffield	SYK475369
Land and buildings on the east side of High Balk, Barnsley	SYK545012
Land on the north east and east side of Winterset Drive Doncaster	SYK545193
15-25 (odd), St Leger Close, Laughton Common, Dinnington, Sheffield (S25 3RQ)	SYK545195
land on the North East side of Freeman Road, Newcastle Upon Tyne	TY150278
1-8 Village Heights and 108 and 110 Bensham Road, Gateshead	TY466775
Land and Buildings at Dilston Grange, Wallsend (NE28 6JH)	TY466809
Land at Seaham Close, South Shields	TY466831
31-36 Ellesmere Close, Mulberry Park, Houghton le Spring and 1-6 Harwood Drive, Mulberry Park, Houghton le Spring (DH4 5NY)	TY466843
2-12 Ness Court, Blaydon-On-Tyne (NE21 4HL)	TY466849
Land and buildings at Mackley Close, South Shields	TY466895
Land on the west side of Warren Lane, Bingley	WYK734095
Ling Court, Menston, Ilkley (LS29 6OJ)	WYK760800

Continued

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Land on the west side of Bradford Road, Birkenshaw, Bradford	WYK869781
12 to 22 (even) and 23 to 33 (odd) Aldersyde Road, Guiseley	WYK869784
12 Chelker Close, Clayton Heights and 37 and 39 Yateholme Drive, Clayton Heights	WYK869813
4-10 Woodland Court, Thorp Arch, Wetherby (LS23 7BP)	WYK869833
32-42 (even), New Village Way, Churwell, Morley, Leeds (LS27 7GD)	WYK869914
Land on the west side of Woodgates Lane, North Ferriby	YEA23041

Schedule 2

Charged Shares

None

Schedule 3

Agreements

No.	Agreement	Date	Parties
1	Property Asset Management Agreement	Date of the Debenture	(1) Estates & Management Limited (2) The Chargor and the other persons therein specified as Clients
2	Agreement	18 August 2009	(1) County Estate Management Limited as the other persons specified therein as Management Companies (2) Bradmoss Limited and the other persons specified therein as Property Owners



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2474881
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 OCTOBER
2011 AND CREATED BY ROWAN LAND LTD FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS
TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 11 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 NOVEMBER
2011

nc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES