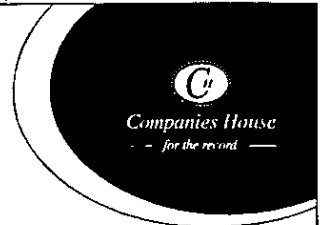


MG01

Particulars of a mortgage or charge

112541/13



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 for**
You cannot use
particulars of a
company To do
form MG01s

SATURDAY



A31

27/08/2011

218

COMPANIES HOUSE

please
gov.uk

1 Company details

Company number 0 2 6 9 6 9 2 4

Company name in full SOVEREIGN REVERSIONS LIMITED (the "Security Provider")

108 For official use

→ **Filing 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 d 1 d 1 m 0 m 8 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 Standard Security dated 22 July 2011 and registered at the Land Register of Scotland on 11
August 2011 (the "Charge")

4 Amount secured

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

Amount secured The Security Provider, as primary obligor and not merely as
guarantor, undertook to the Security Agent in the Charge to pay or
discharge each of the Secured Liabilities when due in accordance
with its terms or, if they do not specify a time for payment immediately
on demand by the Security Agent

Capitalised terms appearing in this Form MG01 and continuation
pages and not defined shall have the meaning ascribed thereto under
the heading "DEFINED TERMS" on the continuation page entitled
"Short particulars of all the property mortgaged or charged"

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 BARCLAYS BANK PLC (registered number 01026167) for itself and

Address as security agent for the Secured Parties (the "Security Agent")

1 Churchill Place, London

Postcode E 1 4 5 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

See continuation pages

MG01


Particulars of a mortgage or charge

| | |
|----------|--|
| 7 | Particulars as to commission, allowance or discount (if any) |
| | <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> |

Commission allowance or discount

NONE

| | |
|----------|---|
| 8 | Delivery of instrument |
| | <p>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).</p> <p>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).</p> |

| | |
|-----------|---|
| 9 | Signature |
| | <p>Please sign the form here</p> |
| Signature | <p>Signature</p> <p>X  X</p> |
| | <p>This form must be signed by a person with an interest in the registration of the charge</p> |

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 **DLG LIL BS BAR11 79**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **DX ED10**

Telephone **0131 228 3777**



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 | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>ALL and WHOLE the Security Provider's interest in the subjects known as 8 Saughtonhall Gardens, Edinburgh EH12 5RD being the subjects registered in the Land Register of Scotland under Title Number MID100686, TOGETHER WITH (One) the whole buildings and other erections in and upon the said subjects, (Two) the fittings and fixtures therein and thereon, (Three) the whole parts, privileges and pertinents thereof and (Four) the whole rights common, mutual and exclusive pertaining thereto</p> <p>DEFINED TERMS</p> <p>"Additional Counterparty" means a bank or financial institution which becomes a Counterparty after the date of the Facility Agreement with the approval of the Facility Agent,</p> <p>"Agent(s)" means either or both the Facility Agent and/or the Security Agent, as the context may require (as defined in the Facility Agreement),</p> <p>"Arranger" means Barclays Bank PLC, a company incorporated under the laws of England and Wales (company number 01026167) whose registered office is 1 Churchill Place, London, E14 5HP, as mandated lead arranger (as defined in the Facility Agreement),</p> <p>"Borrowers" means the Companies listed in Part 2 of Schedule 1 of the Facility Agreement being as at the date of the Charge Sovereign Reversions Limited (company number 02696924) and Welfare Dwellings Trust Limited (company number 02339435),</p> <p>"Charged Assets" means, subject as provided in the Debenture, all or any part of the property, assets and undertaking of each Chargor expressed to be the subject of any Security intended to be created by or pursuant to the Debenture,</p> <p>"Chargors" has the meaning given to it in the Debenture,</p> <p>"Counterparty" means the Original Counterparty or an Additional Counterparty,</p> <p>"Counterparty Accession Agreement" means a letter, substantially in the form of Schedule 9 of the Facility Agreement, with such amendments as the Facility Agent and the Borrowers may agree,</p> <p>"Debenture" means the debenture by Sovereign Reversions Limited, The Welfare Dwellings Trust Limited, Sovereign Nominees Limited, Sovereign Nominees No 2 Limited, Home & Capital Trustee Company Limited, Capital Reversions Limited and Sovereign Equity Release Limited as the Chargors and Barclays Bank PLC as Security Agent therein mentioned and dated on or about the date of the Charge,</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>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Duty of Care Agreement" means the agreement between the Parent, the Manager and the Security Agent in relation to the management of the Properties,</p> <p>"Facility Agent" means Barclays Bank PLC, a company incorporated under the laws of England and Wales (company number 01026167) whose registered office is 1 Churchill Place, London, E14 5HP, as agent of the other Finance Parties (as defined in the Facility Agreement),</p> <p>"Facility Agreement" means a facility agreement dated on or about the date of the Charge and made between, inter alia Sovereign Reversions Limited, Welfare Dwellings Limited and Barclays Bank PLC,</p> <p>"Fee Letter" means any letter entered into by reference to the Facility Agreement between one or more Finance Parties and the Borrowers setting out the amount of certain fees referred to in the Facility Agreement,</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Facility Agreement, (b) the Security Documents, (c) the Subordination Agreement, (d) a Transfer Certificate, (e) the Duty of Care Agreement, (f) any Fee Letter; (g) any Hedging Agreement, (h) a Counterparty Accession Agreement, or (i) any other document designated as such by a Lender and the Borrowers, <p>"Finance Parties" means the Arranger, the Agent, the Security Agent, the Hedging Counterparty and the Lenders (each a "Finance Party"),</p> <p>"Group" means the Parent and its Subsidiaries for the time being,</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="336 371 1026 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 439 1465 568">"Guarantors" means the Companies listed at Part 2 of Schedule 1 of the Facility Agreement being as at the date of the Charge Sovereign Equity Release Limited (06178651), Capital Reversions Limited (02784657), Sovereign Nominees Limited (07620241), Sovereign Nominees No 2 Limited (07620346) and Home and Capital Trustee Company Limited (01022327),</p> <p data-bbox="336 607 1465 703">"Hedging Agreement" means any interest hedging agreement entered into by the Borrowers with a Counterparty in connection with interest payable under the Facility Agreement, including any collateral support agreements,</p> <p data-bbox="336 741 1126 770">"Homeowner" means a person who has entered into a Purchase Plan,</p> <p data-bbox="336 808 1465 904">"Isle of Man Security Documents" means the security documents granted or to be granted by the Obligors in favour of the Security Agent, in form and substance acceptable to the Security Agent and the Facility Agent, in respect of those Properties situated in the Isle of Man,</p> <p data-bbox="336 943 523 972">"Lender" means</p> <p data-bbox="336 1010 627 1039">(a) an Original Lender, or</p> <p data-bbox="336 1077 1246 1106">(b) any person which becomes a Lender after the date of the Facility Agreement,</p> <p data-bbox="336 1144 1465 1308">"Management Agreement" means the asset management and investment services agreement dated 12 October 2010 between Grainger Topco, Moorfield Topco, Sovereign Reversions Limited and the Manager, and assigned or to be assigned by Sovereign Reversions Limited to the Parent, or any other agreement, in form and substance satisfactory to the Facility Agent, between the Manager and the Borrowers appointing the Manager as Manager of the Properties and the Purchase Plans,</p> <p data-bbox="336 1346 1465 1476">"Manager" means Grainger Equity Release Management Limited in its capacity as manager of the Properties in accordance with the Management Agreement or such other manager from time to time approved by the Facility Agent (not to be unreasonably withheld or delayed) or appointed by the Facility Agent pursuant to the Finance Documents from time to time,</p> <p data-bbox="336 1514 1110 1543">"Obligors" means each and all of the Borrowers and the Guarantors,</p> <p data-bbox="336 1581 1465 1677">"Original Counterparty" means BARCLAYS BANK PLC, a company incorporated under the laws of England and Wales (company number 01026167) whose registered office is 1 Churchill Place, London, E14 5HP,</p> <p data-bbox="336 1715 1465 1778">"Original Lenders" means the financial institutions listed in Schedule 1 of the Facility Agreement being as at the date of the Charge Barclays Bank PLC,</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>"Parent" means New Sovereign Reversions Limited,</p> <p>"Plan Provider" means any Obligor that originated a Purchase Plan,</p> <p>"Properties" means the reversionary residential properties set out in Schedule 2 of the Facility Agreement owned through equity release plans by the Obligors throughout the United Kingdom and the Isle of Man, each of which is a "Property",</p> <p>"Purchase Plan" means a plan entered into between a Homeowner and a Plan Provider under which an Obligor has purchased a legal and/or beneficial interest in Property,</p> <p>"Receiver" means a receiver and manager, receiver or manager appointed in respect of the Charged Assets under or pursuant to the Debenture,</p> <p>"Scottish Security Documents" means the security documents granted or to be granted by the Obligors in favour of the Security Agent, in form and substance acceptable to the Security Agent and the Facility Agent, in respect of those Properties situated in Scotland</p> <p>"Secured Liabilities" means 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 Chargors to the Finance Parties of any nature whatsoever together with all costs, charges and expenses on a full indemnity basis incurred by the Finance Parties in the protection, preservation and enforcement of their rights in relation thereto,</p> <p>"Secured Party" means the Security Agent and each other Finance Party and any Receiver or Delegate,</p> <p>"Security" means the Security Interests created under the Security Documents,</p> <p>"Security Documents" means the Debenture, the Share Charge, the Subordination Agreement, the Duty of Care Agreement, the Scottish Security Documents, the Isle of Man Security Documents and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents,</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect,</p> <p>"Shareholder" means either Grainger Topco or Moorfield Topco,</p> <p>"Share Charge" means the third party share charge granted or to be granted by the Parent in respect of its shareholding in Sovereign Reversions Limited in favour of the Security Agent in a form and substance acceptable to the Security Agent and the Facility Agent,</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

"Subordinated Creditor" means any Shareholder or member of the Group that has made a loan to the Borrower and which has entered into a Subordination Agreement,

"Subordination Agreement" means the subordination agreement dated on or around the date of the Facility Agreement between, amongst others, the Subordinated Creditors and the Borrowers and any other subordination agreement entered into from time to time and designated a "Subordination Agreement" by the Borrower and a Lender for the purposes of the Facility Agreement

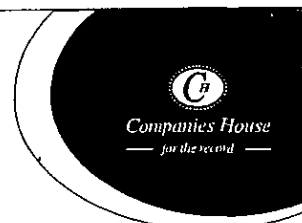
"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006,

"Transfer Certificate" means a certificate, substantially in the form of Schedule 8 of the Facility Agreement, with such amendments as the Facility Agent may approve or require or any other form agreed between the Facility Agent and the Borrowers,

Terms defined in the Facility Agreement shall, unless contrary indication appears, have the same meaning and construction in the Charge

MG09

Certificate of registration of a charge comprising
property situated in another UK jurisdiction



✓ What this form is for

You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ What this form is NOT for

You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

| | | |
|----------------------|--|---|
| 1 | Company details | For official use |
| Company number | 0 2 6 9 6 9 2 4 | → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by * |
| Company name in full | SOVEREIGN REVERSIONS LIMITED (the "Grantor") | |

| | | |
|--|--|--|
| 2 | Date charge presented | |
| Date of, and parties to, the charge | <p>It is hereby certified that the charge ①</p> <p>Standard security by the Grantor in favour of Barclays Bank PLC</p> <p>(reg no 01026167) for itself and as security agent for the Secured</p> <p>Parties (the "Security Agent")</p> <p>was presented for registration on</p> <p>d 1 d 1 m 0 m 8 y 2 y 0 y 1 y 1</p> | <p>① As described on form MG01 'Particulars of a mortgage or charge'</p> <p>② Please tick as appropriate</p> |
| Jurisdiction | <p>In ②</p> <p><input checked="" type="checkbox"/> Scotland</p> <p><input type="checkbox"/> England and Wales</p> <p><input type="checkbox"/> Northern Ireland</p> | |

| | | |
|-----------|---|--|
| 3 | Signature | |
| | <p>Please sign the form here</p> | |
| Signature | <p>Signature</p> <p>X <i>[Signature]</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p> | |

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

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 DLG/LIL/BAR11 79

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region Midlothian

Postcode

| | | | | | |
|---|---|---|---|---|---|
| E | H | 3 | 8 | H | A |
|---|---|---|---|---|---|

Country United Kingdom

DX DX ED10

Telephone 0131 228 3777

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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form

Important information

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

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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2696924

CHARGE NO. 108

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 11
AUGUST 2011 AND CREATED BY SOVEREIGN REVERSIONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGORS TO THE FINANCE PARTIES ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
27 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 AUGUST 2011

0-1



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES