

MR01

Particulars of a charge

101889/13
laserform

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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

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



You **must** enclose a certified copy of the instrument with this form. It will be scanned and placed on the public record. **Do not send the original**



A50VAC4Q
A18 16/02/2016 #14
COMPANIES HOUSE

1 Company details

Company number 0 9 7 5 7 2 2 7

Company name in full PegasusLife Landlord - Carriages Limited

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 Charge creation date

Charge creation date d1 d1 m0 m2 y2 y0 y1 y6

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

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

Name Deutsche Bank AG, London Branch as security agent

and security trustee for the Secured Parties (as

Name defined in the accompanying copy instrument)

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All present and future freehold or leasehold land as defined in a pursuant to clause 3.2 and all Intellectual Property as defined in and pursuant to clause 3.5 of the accompanying copy instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Simmons & Simmons LLP

X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Amanda Gardam (004586-00007)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 4815



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.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



DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 9757227

Charge code: 0975 7227 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th February 2016 and created by PEGASUSLIFE LANDLORD - CARRIAGES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th February 2016.

Given at Companies House, Cardiff on 22nd February 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

11 February 2016

EXECUTION VERSION

Deed of Accession

between

PegasusLife Landlord – The Landing Limited,
PegasusLife Landlord – Carriages Limited,
PegasusLife Landlord – Woodlands Limited, and
PegasusLife Landlord – Chapter House Limited,
as Additional Chargors

PegasusLife Development Limited,
as Borrower

and

Deutsche Bank AG, London Branch
as Senior Security Agent

to a security agreement dated 30 June 2015 in connection with a £455,000,000 facility to finance
a portfolio of real estate assets

WE CERTIFY THAT THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.	
Simmons & Simmons LLP..... Signed (firm name)	
LCXB..... Initials of Signatory	15/02/16..... Dated (DD/MM/YY)

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DEED OF ACCESSION

THIS DEED is dated 11 February 201~~7~~⁶ and made

BETWEEN

- (1) PEGASUSLIFE LANDLORD – THE LANDING LIMITED, registered in England and Wales (registered number 09757235) whose registered office is at Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire, SO23 7TW,
 - (2) PEGASUSLIFE LANDLORD – CARRIAGES LIMITED, registered in England and Wales (registered number 09757227) whose registered office is at Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire, SO23 7TW,
 - (3) PEGASUSLIFE LANDLORD – WOODLANDS LIMITED, registered in England and Wales (registered number 09757226) whose registered office is at Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire, SO23 7TW,
 - (4) PEGASUSLIFE LANDLORD – CHAPTER HOUSE LIMITED, registered in England and Wales (registered number 09757339) whose registered office is at Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire, SO23 7TW,
- (each an “Additional Chargor” and together “Additional Chargors”),
- (5) PEGASUSLIFE DEVELOPMENT LIMITED, registered in England and Wales (registered number 09340939) whose registered office is at Royal Court, Church Green, Kings Worthy, Winchester, SO23 7TW (the “Borrower”),
 - (3) DEUTSCHE BANK AG, LONDON BRANCH, (the “Senior Security Agent” which expression includes its successors and assigns as security agent and security trustee for the Secured Parties)

BACKGROUND:

- (A) The Borrower has entered into a security agreement dated 30 June 2015 (the “Security Agreement”) between the Borrower, the Chargors under and as defined in the Security Agreement and the Senior Security Agent
- (B) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 Interpretation

- (A) Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed

- (B) The other provisions of Clause 1 2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes
- (C) This Deed is a Finance Document

2 **Accession**

With effect from the date of this Deed each Additional Chargor

- (A) will become a party to the Security Agreement as a Chargor,
- (B) will make all of the representations and warranties set out in the Security Agreement which are expressed to be made by a Chargor, and
- (C) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

3 **Creation of Security**

3 1 **Security generally**

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

- (A) is created in favour of the Senior Security Agent,
- (B) is created over the present and future assets of each Additional Chargor,
- (C) is security for the payment of all the Secured Liabilities, and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

3 2 **Land**

(A) Each Additional Chargor charges

- (1) by way of a first legal mortgage all estates or interests in its Mortgaged Property and all rights under any licence or other agreement or document which gives the relevant Additional Chargor a right to occupy or use that Mortgaged Property,
- (2) (to the extent that they are not the subject of a legal mortgage under Clause 3 2(A)(1)) (*Land*) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the relevant Additional Chargor a right to occupy or use that property, and
- (3) all Related Rights in respect of the above

3 3 **Lease Documents**

Each Additional Chargor assigns absolutely to the Senior Security Agent, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all of its rights and interests in and to each Lease Document (including all rental income and any guarantee of rental income contained in or relating to any Lease Document)

3 4 Contracts

- (A) Each Additional Chargor assigns absolutely to the Senior Security Agent, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all of its rights and interests under each Assigned Contract
- (B) To the extent that any such right described in Clause 3 4(A) (*Contracts*) above is not capable of assignment, the assignment of that right purported to be effected by Clause 3 4(A) (*Contracts*) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the relevant Additional Chargor may derive from that right or be awarded or entitled to in respect of that right
- (C) To the extent that they do not fall within any other part of this sub-clause or are not effectively assigned under Clauses 3 4(A) or 3 4(B) (*Contracts*) above, each Additional Chargor charges by way of first fixed charge all of its rights under each such agreement or document to which it is a party
- (D) If an Additional Chargor assigns an agreement or document under this Deed or any Supplemental Mortgage (or charges it) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained
 - (1) that Additional Chargor must notify the Senior Security Agent immediately upon becoming so aware,
 - (2) unless the Senior Security Agent otherwise requires, the relevant Additional Chargor shall use reasonable endeavours to obtain the consent as soon as practicable, and
 - (3) the relevant Additional Chargor must promptly supply to the Senior Security Agent a copy of the consent obtained by it

3 5 Intellectual Property

Each Additional Chargor charges by way of first fixed charge all its Intellectual Property including any specified in Part 5 of the Schedule (*Intellectual Property*)

3 6 Accounts

Each Additional Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account including any specified in Part 6 of the Schedule (*Accounts*)

3 7 Investments

- (A) Each Additional Chargor charges by way of a first fixed charge all of its rights and interests in its Investments
- (B) A reference in this Deed to any mortgage or charge of any Investments includes
 - (1) any dividend or interest paid or payable in relation to it,

- (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
- (3) any right against any clearance system in relation to it, and
- (4) any right under any custodian or other agreement in relation to it

3 8 Book debts etc.

Each Additional Chargor charges by way of a first fixed charge

- (A) all of its book and other debts,
- (B) all other monies due and owing to it, and
- (C) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (A) and (B) above

3 9 Insurances

- (A) Each Additional Chargor assigns absolutely to the Senior Security Agent, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest and the proceeds payable under any such contract or policy of insurance
- (B) To the extent that any such right described in Clause 3 9(A) (*Insurances*) is not capable of assignment, the assignment of that right purported to be effected by Clause 3 9(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the relevant Additional Chargor may derive from that right or be awarded or entitled to in respect of that right
- (C) To the extent that they do not fall within any other part of this Clause 3 9 (C) or are not effectively assigned under Clause 3 9(A) or 3 9(B) (*Insurances*), the relevant Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party, subject to a proviso for re-assignment on redemption

3 10 Equipment

Each Additional Chargor charges by way of a first fixed charge all the fixed and moveable Equipment, its interest in any Equipment in its possession (including any specified in Part 3 of the Schedule (*Equipment*)), and the benefit of all related Authorisations, agreements and warranties

3 11 Authorisations

Each Additional Chargor charges by way of first fixed charge the benefit of all Authorisations held now or in the future by it in relation to any Charged Property and/or the Business of the relevant Additional Chargor, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation

3 12 Pension fund

Each Additional Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund

3 13 Goodwill and Business

Each Additional Chargor charges by way of first fixed charge its goodwill and business

3 14 Uncalled capital

Each Additional Chargor charges by way of first fixed charge its uncalled capital

3 15 Causes of action

Each Additional Chargor assigns to the Senior Security Agent by way of security all of its rights in respect of all causes of action and other rights and remedies in which it has an interest, in so far as these relate to its business, including, without limitation, any VAT recoveries

3 16 Floating charge

- (A) Each Additional Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed
- (B) The floating charge created by each Additional Chargor pursuant to paragraph (A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Senior Security Agent may appoint an administrator to each Additional Chargor pursuant to that paragraph
- (D) The Senior Security Agent may convert the floating charge created by this Deed over all or any of the Charged Property into a fixed charge by notice to the relevant Additional Chargor specifying the relevant Charged Property (either specifically or generally)
 - (1) while an Event of Default has occurred and is continuing, and/or
 - (2) if the Senior Security Agent acting on the instructions of the Majority Lenders reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process
- (E) If
 - (1) an Additional Chargor takes any step to create any Security in breach of Clause 7 1 (*Security*) of the Security Agreement over any of the Charged Property not subject to a mortgage or fixed charge,
 - (2) an administrator is appointed or the Senior Security Agent receives notice of an intention to appoint an administrator in respect of an Additional Chargor, or

- (3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge

4 **Negative Pledge**

Without prejudice to the generality of Clause 6 (*Miscellaneous*)

- (A) no Additional Chargor shall create nor permit to subsist any Security over any of its assets ranking senior to the Transaction Security (except as permitted by the Finance Documents),
- (B) no Additional Chargor shall
- (1) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (2) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (3) enter into any other preferential arrangement having a similar effect,
- 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,
- (C) Clauses 4(A) and 4(B) (*Negative pledge*) above do not apply to
- (1) any lien arising by operation of law and in the ordinary course of trading,
- (2) any Security entered into pursuant to any Finance Document

5 **Consent**

Pursuant to Clause 21.3 (*Deed of Accession*) of the Security Agreement, the Borrower (as agent for itself and the existing Chargors)

- (A) consents to the accession of each Additional Chargor to the Security Agreement on the terms of this Deed, and
- (B) agrees that the Security Agreement shall, after the date of this Deed, be read and construed as if each Additional Chargor had been named in the Security Agreement as a Chargor

6 **Miscellaneous**

With effect from the date of this Deed

- (A) the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed),

- (B) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and will include a reference to the schedule to this Deed (or relevant part of it),
- (C) any reference in the Security Agreement to "Mortgaged Property" will include any leasehold or freehold property specified in Part 1 of the Schedule (*Mortgaged Property*), and
- (D) the Borrower, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed

7 Counterparts

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

8 Governing law

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law

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

SCHEDULE

PART 1: MORTGAGED PROPERTY

Freehold/Leasehold	Title number	Description
N/A		

PART 2: INVESTMENTS

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
N/A			

PART 3: EQUIPMENT

Description

N/A

PART 4: ASSIGNED CONTRACTS

Date	Parties	Description
N/A		

PART 5: INTELLECTUAL PROPERTY

Description

N/A

PART 6: ACCOUNTS

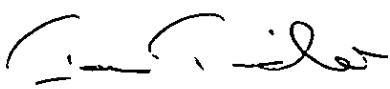
Account number	Sort code	Bank or financial institution
N/A		

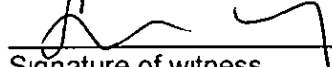
EXECUTION PAGES TO DEED OF ACCESSION

The Additional Chargors

EXECUTED as a DEED by
PEGASUSLIFE LANDLORD – THE
LANDING LIMITED

acting by IAN TRINDER
a Director, in the presence of

)
)
)
) 
(Signature)


Signature of witness

Name of witness SAM KELLY

Address STEPTOE & JOHNSON
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR

Occupation SOLICITOR

Address for notices

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

Email itrinder@pegasuslife.co.uk


Attention Ian Trinder

EXECUTED as a DEED by
**PEGASUSLIFE LANDLORD –
CARRIAGES LIMITED**

acting by IAN TRINDER
a Director, in the presence of



SA ~~Signature of witness~~


Signature of witness
Name of witness _____

SAM KELLY

Address _____
STEPTOE & JOHNSON
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR

Occupation _____
SOLICITOR

Address for notices

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

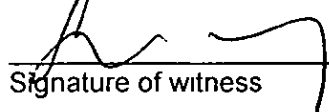
Email itrinder@pegasuslife.co.uk

Attention Ian Trinder

EXECUTED as a DEED by
**PEGASUSLIFE LANDLORD –
WOODLANDS LIMITED**

acting by IAN TRINDER
a Director, in the presence of





Signature of witness

Name of witness _____ **SAM KELLY**

Address _____ **STEPTOE & JOHNSON
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR**

Occupation _____ **SOLICITOR**

Address for notices

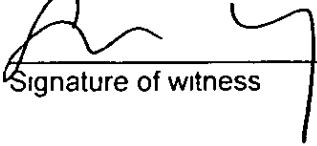
Address Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire
 SO23 7TW

Email itrinder@pegasuslife.co.uk

Attention Ian Trinder

EXECUTED as a DEED by
**PEGASUSLIFE LANDLORD – CHAPTER
HOUSE LIMITED**

acting by IAN TRINDER
a Director, in the presence of



Signature of witness

SAM KELLY

Name of witness _____

STEPTOE & JOHNSON
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR

Address _____

SOLICITOR

Occupation _____

Address for notices

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

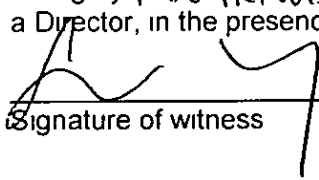
Email itrinder@pegasuslife.co.uk

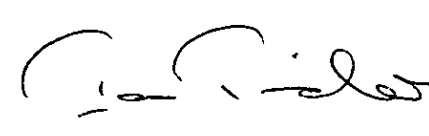
Attention Ian Trinder

The Borrower

EXECUTED as a DEED by
PEGASUSLIFE DEVELOPMENT LIMITED

acting by IAN TRINDER
a Director, in the presence of


Signature of witness



(Signature)

SAM KELLY

Name of witness _____

STEPTOE & JOHNSON
5 ALDERMANBURY SQUARE
LONDON EC2V 7HR

Address _____

SOLICITOR

Occupation _____

Address for notices

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

Email itrinder@pegasuslife.co.uk

Attention Ian Trinder

The Senior Security Agent

DEUTSCHE BANK AG, LONDON BRANCH

By 

Susan Rose Vice President

By 

Ranjit Mather Director

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

Fax +44 (0) 20 7545 3686

E-mail pegasuslife@list.db.com