

MR01

Particulars of a charge

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laserform



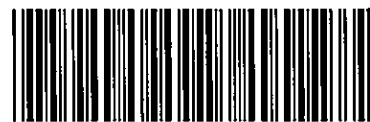
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay'

☒ **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**
You may not use this form to
register a charge where
instrument Use form MR01

WEDNESDAY



A17 *A629MQ4P* #194
15/03/2017
COMPANIES HOUSE

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. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 1 0 4 6 8 7 4 8

Company name in full PegasusLife Landlord - The Vincent Limited

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 Charge creation date

Charge creation date d1 d3 m0 m3 y2 y0 y1 y7

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 and all Intellectual Property pursuant to clause 3 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*

FROM

X

13.03.2017

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10468748

Charge code: 1046 8748 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2017 and created by PEGASUSLIFE LANDLORD - THE VINCENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2017.

Given at Companies House, Cardiff on 21st March 2017

(88)



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Deed of Accession

between

PegasusLife Landlord - The Vincent Limited
as Additional Chargor

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)

FRDM
Initials of Signatory

13/09/2017
Dated (DD/MM/YY)

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DEED OF ACCESSION

THIS DEED is dated 13 March 2017 and made

BETWEEN:

- (1) **PEGASUSLIFE LANDLORD - THE VINCENT LIMITED**, registered in England and Wales (registered number 10468748) whose registered office is at Royal Court, Church Green Close, Kings Worthy, Winchester, Hampshire, SO23 7TW (the "Additional Chargor");
- (2) **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) The 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 the 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 the 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) The 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 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 Additional Chargor a right to occupy or use that property, and
 - (3) all Related Rights in respect of the above.

3.3 Lease Documents

The 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) The 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 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, the 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 the 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) the Additional Chargor must notify the Senior Security Agent immediately upon becoming so aware;
- (2) unless the Senior Security Agent otherwise requires, the Additional Chargor shall use reasonable endeavours to obtain the consent as soon as practicable; and
- (3) the Additional Chargor must promptly supply to the Senior Security Agent a copy of the consent obtained by it.

3.5 Intellectual Property

The 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

The 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) The 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.

The 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) The 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 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 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

The 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

The 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 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

The 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

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

3.14 Uncalled capital

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

3.15 Causes of action

The 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) The 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 the 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 the 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 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) the 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 the 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) the Additional Chargor shall not 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) the Additional Chargor shall not
 - (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 the 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 the 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 the 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

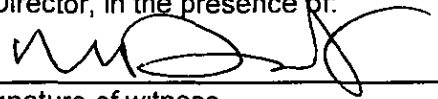
Account number	Sort code	Bank or financial institution
-----------------------	------------------	--------------------------------------


N/A

EXECUTION PAGES TO DEED OF ACCESSION

The Additional Chargor

EXECUTED as a DEED by
PEGASUSLIFE LANDLORD - THE
VINCENT LIMITED
acting by
a Director, in the presence of:

x 
Signature of witness

)
)
)
)
x 
(Signature)

Name of witness x MARL EVANS

Address x 40 ROYAL COURT
WINCHESTER.

Occupation: x 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 DEVELOPMENT LIMITED

x 
Signature of witness

(Signature)

Address. 216 ROYAL COURT
WINCHESTER.

Occupation: SOLICITOR.

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

Attention: Ian Trinder

The Senior Security Agent

DEUTSCHE BANK AG, LONDON BRANCH

By

A handwritten signature in black ink, appearing to be 'S. Ce' or similar, written over the 'By' label.

By:

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