

MG01

Particulars of a mortgage or charge

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LASERFORM

**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 on a  
company. To do this you must use  
form MG01s

THURSDAY



LD6 09/08/2012 #31  
COMPANIES HOUSE

ease  
iv uk

**1 Company details**

Company number 0 1 4 4 9 4 3 8

Company name in full 4TH UTILITY LIMITED  
as the "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 d0 d3 m0 m8 y2 y0 y1 y2

**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 Legal charge (the "Legal Charge") dated 03 August 2012 and made between  
the Chargor and ANZ Fiduciary Services PTY Limited (the "Security  
Trustee") in its capacity as security trustee for the Beneficiaries (as  
defined below) (which expression shall include its successors in title,  
permitted assigns and permitted transferees)

**4 Amount secured**

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

Amount secured Please see attached continuation page

**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 ANZ FIDUCIARY SERVICES PTY LIMITED

Address Level 1, 20 Martin Place, Sydney,  
New South Wales, Australia

Postcode 2 0 0 0

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 Please see attached continuation pages

# MG01

## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <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	Nil	
8	<b>Delivery of instrument</b>	
	<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	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X Linklaters LLP 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 James Warboys

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 London / City

Telephone 0207 456 2000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

**Short particulars of the amount secured**

Continuation page (1)

4th Utility Limited Company No 01449438

The "**Secured Liabilities**" which are defined in the Legal Charge as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Principal Debtors to the Agent, the Security Trustee, Ulster Bank Limited and/or Ulster Bank Ireland Limited on any current or other account or otherwise in any manner whatsoever under or in connection with any Finance Document as amended by the terms of the Project Raven Side Letter (in each case, whether alone, or jointly and severally, with any other Person, whether actually or contingently and whether as principal, surety or otherwise),

## **Short particulars of all the property mortgaged or charged**

Continuation page (2)

4th Utility Limited Company No 01449438

### **1 CHARGES**

The Chargor with full title guarantee and as security for the payment and discharge on demand of all Secured Liabilities hereby charges in favour of the Security Trustee

1 1 by way of first legal mortgage, each of the Properties, and

1 2 by way of first fixed charge

(a) all its present and future plant and machinery on or serving any of the Properties (except that mortgaged by paragraph 1 1 above), and

(b) the Rents (if any)

### **2 ASSIGNMENT**

The Chargor with full title guarantee and as security for the payment and discharge of all Secured Liabilities hereby assigns to the Security Trustee the benefit of all Rights (save to the extent mortgaged by paragraph 1 1 above) to which the Chargor is now or may hereafter become entitled in relation to any of the Properties and/or any buildings now or hereafter standing thereon including in particular (but without prejudice to the generality of the foregoing) the benefit of all insurances in relation thereto and all Rights against all past present and future tenants and undertenants of the whole or any part or parts of any of the Properties and their respective guarantors or sureties subject to the provision for re-assignment hereinafter contained

### **3 FURTHER ADVANCES**

The Charge is made for securing further advances

**Short particulars of all the property mortgaged or charged**

Continuation page (3)

4th Utility Limited Company No 01449438

**Note (1).** In this Form, except to the extent that the context requires otherwise

**"Agent"** means Australia and New Zealand Banking Group Limited, its successors, permitted substitutes or assigns,

**"Beneficiaries"** has the meaning given to that term in the Security Trust Deed,

**"Charge"** means all or any of the security created by or pursuant to the Legal Charge,

**"Finance Documents"** means

- (a) the Syndicated Facility Agreement,
- (b) the First Variation Deed,
- (c) any Hedge Agreement between an Obligor and a Financier (or an Affiliate of a Financier) in connection with a Facility,
- (d) each Security,
- (e) the Security Trust Deed,
- (f) each Ancillary Facility Document,
- (g) each LC Instrument issued under the Syndicated Facility Agreement,
- (h) each Draw Notice and each Selection Notice,
- (i) the Agent's Fee Letter,
- (j) the Security Trustee's Fee Letter,
- (k) the Irish Deed of Confirmation,
- (l) each verification certificate given to the Agent for the purposes of clause 9 1(a) of the Syndicated Facility Agreement or given to the Agent by an entity entering into an Accession Deed,
- (m) each Accession Deed,
- (n) each Substitution Agreement,
- (o) a document that Hastie Group Limited and the Agent agree is a **"Finance Document"**, and
- (p) a document entered into or given under or in connection with, or for the purpose of amending or novating, any document referred to in a paragraph above,

Unless otherwise defined in this Form, each of the capitalised terms used in sub-paragraphs (a) to (n) above shall have the meaning given to them in the Syndicated Facility Agreement

A reference to a **"Finance Document"** includes that document as novated, altered, amended, supplemented or replaced from time to time

## **Short particulars of all the property mortgaged or charged**

Continuation page (4)

4th Utility Limited Company No 01449438

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus of any kind,

**"Person"** includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality),

**"Principal Debtor"** means Rotary Southern Limited (Company no 00368625), Rotary North West Limited (Company no 00450374) and Rotary Yorkshire Limited (Company no 00480195) and **"Principal Debtor"** means any one of them,

**"Project Raven Side Letter"** means the letter dated 03 August 2012 and entered into by the Principal Debtors, the Security Trustee and the Agent,

**"Properties"** means the each of the properties described in Schedule 2 (*The Properties*) of the Legal Charge and as set out in Note (2) of this Form and any part or parts thereof including all Rights from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon and **"Property"** shall mean any of them,

**"Rents"** means any sum payable to the Chargor (and any right to recover any such sum)

- (i) by way of rent, service charge or otherwise under any lease of any of the Properties or part thereof, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon any of the Properties, or other income arising from any of the Properties, and
- (ii) by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged under the legal mortgage in Clause 3 1 (*Charges*) of the Legal Charge and as set out in paragraph 1 1 above,

**"Rights"** means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever),

**"Security Trust Deed"** means the deed titled "Security Trust Deed" made by the Security Trustee, Hastie Group Limited, each of the Principal Debtors and others dated 1 April 2008, and as amended from time to time, and

**"Syndicated Facility Agreement"** means the syndicated facility agreement dated 7 June 2011, as amended and restated pursuant to a first variation deed dated 10 April 2012 entered into between, among others, the Security Trustee, Hastie Group Limited and each of the Principal Debtors

References to the **"Chargor"**, **"Principal Debtor"** and the **"Security Trustee"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees



**Short particulars of all the property mortgaged or charged**

Continuation page (5)

4th Utility Limited Company No 01449438

**Note (2)****Business Freehold Properties**

	<b>Property description</b>	<b>Title number or conveyance details</b>
<b>1</b>	Rotary House, Breakspear Road, Ruislip, Middlesex, HA4 7ST	MX159613
<b>2</b>	4 and 5 Buslingthorpe Green, Meanwood Road, Leeds, West Yorkshire, LS7 2HG	WYK364720
<b>3</b>	Units 3, 4 and 5 Blezard Business Park, Brenkley Way, Newcastle upon Tyne, NE13 6DS and parking spaces	TY383719

**Business Leasehold Properties**

	<b>Property address</b>	<b>Title Number or Conveyance Details</b>
<b>1</b>	Rotary House, Unit 3 Chantry Court, Chester West Employment Park, Chester, CH1 4QN	CH336806
<b>2</b>	Admin D, Campsie Real Estate, McLean Road, Eglington, Londonderry, BT47 3XX	LY4470L
<b>3</b>	5 Trench Rd, Mallusk, Newtonabbey, Co Antrim, BT36 4XA	ANZ21737L

## **Short particulars of all the property mortgaged or charged**

Continuation page (6)

4th Utility Limited Company No 01449438

**Note (3).** The Security Document provides that

### **1 ENCUMBRANCES**

The Chargor covenants not, without the prior written consent of the Security Trustee, to create (otherwise than in favour of the Security Trustee) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over the whole or any part of the Charged Assets

### **2 DISPOSAL**

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of its interest in or grant any Rights over the Charged Assets or part thereof without the prior written consent of the Security Trustee

For the purposes of this Note (3)

**"Charged Assets"** means all assets, property and undertaking for the time being subject to the Charge created by the Legal Charge,

**"Encumbrance"** means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Chargor's business,



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

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

**COMPANY NO. 1449438  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 3  
AUGUST 2012 AND CREATED BY ROTARY BUILDING  
SERVICES LTD FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE PRINCIPAL DEBTORS TO THE  
AGENT, THE SECURITY TRUSTEE, ULSTER BANK LIMITED  
AND/OR ULSTER BANK IRELAND LIMITED ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 9 AUGUST 2012

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 AUGUST 2012**

*Handwritten signature*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES