

MG01

Particulars of a mortgage or charge



112664-13

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 NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please form MG01s

TUESDAY



L1KNCAXF

LD6

30/10/2012

#43

COMPANIES HOUSE

1

Company details

Company number

2 8 8 6 8 6 7

Company name in full

Peer Freeholds Limited (the "Chargor")

9 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

2 3 1 0 2 0 1 2

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

Deed of confirmation dated 23 October 2012 (the "Charge") between the Chargor and Deutsche Pfandbriefbank AG (as successor in title to Hypo Real Estate Capital Limited and Hypo Real Estate Bank International, London Branch) as agent and security trustee for the Finance Parties (the "Chargee")

4

Amount secured

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

Amount secured

All present, at the date of the Charge, and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor and Peer Freeholds (Newcastle) Limited which are, or are expressed to be, or may become, due, owing or payable to the Finance Parties under each Finance Document, except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the security in respect thereof, to be unlawful or prohibited by any applicable law, together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any of them (the "Secured Liabilities" and "Secured Obligations")

Capitalised terms used in this Form MG01 and the attached continuation pages shall have the meanings set out in Schedule 2 of this Form MG01

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 Deutsche Pfandbriefbank AG as agent and security trustee for the Finance Parties

Address 21st Floor, 30 St Mary Axe

London

Postcode E C 3 A 8 B F

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 Schedule 1 of the continuation pages attached

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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

Obwang LLP

X

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

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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 **Mariam Ayub**

Company name **OLSWANG LLP**

Address **90 High Holborn**

London

Post town

County/Region

Postcode

W	C	1	V		6	X	X
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Country

DX **37972 Kingsway**

Telephone **020 7067 3000**



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

In accordance with Section 860 of the Companies Act 2006	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 style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">Short Particulars of the Property Charged</p> <p>1 CREATION OF SECURITY</p> <p>To the extent only that the security or guarantees referred to in clause 3 of the Charge are not effective (for whatever reason), the Chargor, as security for the payment and discharge of all the liabilities and obligations of the Chargor and Peer Freeholds (Newcastle) Limited to the Finance Parties, charged and guaranteed as follows</p> <p>1 1 Mortgages, Fixed Charges and Floating Charge</p> <p>1 1 1 The Chargor, with full title guarantee, charged as continuing security for the payment of the Secured Obligations in favour of the Facility Agent (as defined in the Peer Freeholds Debenture)</p> <p>1 1 1 1 by way of legal mortgage all estates or interests in the Legally Mortgaged Property (as defined in the Peer Freeholds Debenture),</p> <p>1 1 1 2 by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Charge or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property (as defined in the Peer Freeholds Debenture)) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor,</p> <p>1 1 1 3 by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present, at the date of the Charge, and future,</p> <p>1 1 1 4 by way of fixed charge all book debts and other debts at the date of the Charge and from time to time due or owing to the</p>	

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	<p>Chargor and all moneys which the Chargor receives in respect thereof,</p> <p>1 1 1 5 by way of fixed charge all balances (including, inter alia, the balances held on each Account (but excluding the General Account)) standing to the credit of any current deposit or other account of the Chargor with the Facility Agent (as defined in the Peer Freeholds Debenture) and the Finance Parties (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Chargor) or with other bankers financial institutions or similar third parties,</p> <p>1 1 1 6 by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of</p> <p>1 1 1 6 1 any Subsidiary, and</p> <p>1 1 1 6 2 any other body corporate the certificates or other documents evidencing ownership of which are at the date of the Charge or at any time hereafter deposited by the Chargor with the Facility Agent (as defined in the Peer Freeholds Debenture) or are held by the Facility Agent (as defined in the Peer Freeholds Debenture) or its agents or transferred to or registered in the name of the Facility Agent (as defined in the Peer Freeholds Debenture) its agents or nominees,</p> <p>and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Charge or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,</p> <p>1 1 1 7 by way of fixed charge the goodwill of the Chargor and its uncalled capital at the date of the Charge or at any time hereafter in existence,</p> <p>1 1 1 8 by way of fixed charge all copyrights, patents, patent</p>	

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	<p>applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Charge or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions, and</p> <p>1 1 1 9 by way of assignment</p> <p>1 1 1 9 1 all Gross Rental Income (as defined in the Peer Freeholds Debenture) and the rights of the Borrower to receive the same,</p> <p>1 1 1 9 2 all guarantees at the date of the Charge or in the future of all Gross Rental Income (as defined in the Peer Freeholds Debenture) whether by way of guarantee, rent deposit or other assurance for the non-payment of any Gross Rental Income (as defined in the Peer Freeholds Debenture),</p> <p>1 1 1 9 3 all agreements, policies of insurance and warranties at the date of the Charge or in the future relating to the Legally Mortgaged Property (as defined in the Peer Freeholds Debenture) together with all monies payable to the Chargor under each such agreement, policy or warranty,</p> <p>1 1 1 9 4 each Hedging Document and all monies payable to the Chargor thereunder,</p> <p>1 1 1 9 5 the benefit of the rights of pre-emption in respect of the freehold reversion immediately expectant upon the determination of the terms of the leases pursuant to which the part of the Legally Mortgaged Property (as defined in the Peer Freeholds Debenture) described in Part 1 of Schedule 1 of the Peer Freeholds Debenture is held as are contained in such leases,</p> <p>1 1 1 10 the benefit of all rights and claims to which the Chargor is at the date of the Charge or may hereafter become entitled under any building contract and all guarantees, warranties and representations given or made by and all rights and remedies</p>	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
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	<p>against any building contractor at any time engaged in relation to all or any part of the Legally Mortgaged Property (as defined in the Peer Freeholds Debenture) including any liquidated and ascertained damages under any such contract and all invoices, fees, notes, bills, documents and papers in respect thereof and (without limitation) the right to prosecute in the name of the Chargor any proceedings against any such person in respect of any such act, omission, neglect, default, breach of contract, breach of duty whether relating to the design, construction, inspection or supervision of the construction of any buildings forming part of the Legally Mortgaged Property (as defined in the Peer Freeholds Debenture) or to the quality or fitness for use of any part of the Legally Mortgaged Property (as defined in the Peer Freeholds Debenture) or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons,</p> <p>1 1 1 11 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the professional advisers at the date of the Charge or at any time engaged by the Chargor in relation to the Charged Property (as defined in the Peer Freeholds Debenture) and the manufacturers, suppliers or installers of all Fixtures (as defined in the Peer Freeholds Debenture) and any other person at the date of the Charge or from time to time under contract with or under a duty to the Chargor including (without limitation) the right to prosecute in the name of the Chargor any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any of the said buildings or to the quality or fitness for such of such Fixtures (as defined in the Peer Freeholds Debenture) and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons,</p> <p>1 1 1 12 by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever</p>	

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	<p>and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Chargee by way of fixed charge by clause 4 2 1 12 of the Charge (as set out in this paragraph 1 1 1 12) Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 2 1 12 of the Charge (as set out in this paragraph 1 1 1 12) which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>1 1 2 The security constituted by or pursuant to the Charge shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Facility Agent (as defined in the Peer Freeholds Debenture) may at any time hold in respect of any of the Secured Obligations and it is hereby declared that no prior security held by the Facility Agent (as defined in the Peer Freeholds Debenture) over the Charged Property (as defined in the Peer Freeholds Debenture) or any part thereof shall merge in the security created hereby or pursuant hereto In particular, the floating charge at clause 4 2 1 12 of the Charge (as set out in paragraph 1 1 1 12 above) shall be in addition to, and shall not prejudice, the floating charge as set out in the Peer Freeholds Debenture</p> <p>1 2 Charge</p> <p>1 2 1 The Chargor, with full title guarantee, hereby charges as continuing security for the payment of the Secured Obligations in favour of the Agent (as defined in the Supplemental Debenture)</p> <p>1 2 1 1 by way of legal mortgage all estates or interests in the New Property (as defined in the Supplemental Debenture),</p> <p>1 2 1 2 by way of assignment</p> <p>(i) all Gross Rental Income (as defined in the Supplemental Debenture) insofar as such relates to the New Property (as defined in the Supplemental Debenture) and the rights of the Borrower to receive the same,</p> <p>(ii) all guarantees at the date of the Charge or in the future of</p>	

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	<p>all Gross Rental Income (as defined in the Supplemental Debenture) (insofar as such relates to the New Property (as defined in the Supplemental Debenture)) whether by way of guarantee, rent deposit or other assurance for the non-payment of any Gross Rental Income (as defined in the Supplemental Debenture),</p> <p>(iii) all agreements, policies of insurance and warranties at the date of the Charge or in the future relating to the New Property (as defined in the Supplemental Debenture) together with all moneys payable to the Chargor under each such agreement, policy or warranty,</p> <p>1 2 1 3 by way of fixed charge the benefit of all rights and claims to which the Chargor is at the date of the Charge or may hereafter become entitled under any building contract and all guarantees, warranties and representations given or made by and all rights and remedies against any building contractor at any time engaged in relation to all or any part of the Legally Mortgaged Property (as defined in the Supplemental Debenture) including any liquidated and ascertained damages under any such contract and all invoices, fees, notes, bills, documents and papers in respect thereof and (without limitation) the right to prosecute in the name of the Chargor any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any buildings forming part of the Legally Mortgaged Property (as defined in the Supplemental Debenture) or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons, and</p> <p>1 2 1 4 by way of fixed charge the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the professional advisers at the date of the Charge or at any time engaged by the Chargor in relation to the Charged Property (as defined in the</p>	

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	<p>Supplemental Debenture) and the manufacturers, suppliers or installers of all Fixtures (as defined in the Supplemental Debenture) and any other person at the date of the Charge or from time to time under contract with or under a duty to the Chargor including (without limitation) the right to prosecute in the name of the Chargor any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any of the said buildings or to the quality or fitness for such of such Fixtures (as defined in the Supplemental Debenture) and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons</p> <p>1 2 2 The security constituted by or pursuant to the Charge shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Agent (as defined in the Supplemental Debenture) or the Banks may at any time hold in respect of any of the Secured Obligations and it hereby declared that no prior security held by the Facility Agent (as defined in the Supplemental Debenture) or the Chargee or the Banks over the Charged Property (as defined in the Supplemental Debenture) or any part thereof shall merge in the security created hereby or pursuant hereto</p> <p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">Definitions</p> <p>"Account" has the meaning given to it under the Facility Agreement,</p> <p>"Banks" has the meaning given to it under the Facility Agreement,</p> <p>"Borrower" means Peer Freeholds Limited (company number 2886867),</p> <p>"Charge on Shares" means the third party charge over shares dated 30 March 2000 between the Chargor and HVB Real Estate Capital Limited,</p>	

<p>In accordance with Section 860 of the Companies Act 2006</p>	<p>MG01 - continuation page Particulars of a mortgage or charge</p>	
<p>6</p>	<p>Short particulars of all the property mortgaged or charged.</p>	
	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>"Facility Agreement" means the facility agreement dated 30 March 2000 (amended by an amendment letter dated 30 August 2001, amended and restated by an amendment and restatement agreement dated 10 June 2004, amended by an amendment letter dated 15 March 2011 and as amended and restated by an amendment and restatement dated 23 October 2012 between, amongst others the Chargor and the Chargee,</p> <p>"Finance Party" has the meaning given to it under the Facility Agreement,</p> <p>"Finance Document" has the meaning given to it under the Facility Agreement,</p> <p>"General Account" has the meaning given to it under the Facility Agreement,</p> <p>"Hedging Document" has the meaning given to it under the Facility Agreement,</p> <p>"Peer Freeholds Debenture" means the debenture dated 30 March 2000 between the Chargor and HVB Real Estate Capital Limited as supplemented by the Supplemental Debenture,</p> <p>"Subsidiary" has the meaning given to it under the Facility Agreement,</p> <p>"Supplemental Debenture" means the Supplemental Debenture dated 10 June 2004 between Peer Freeholds Limited and Hypo Real Estate Bank International, London Branch</p>	

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	<p>"Facility Agreement" means the facility agreement dated 30 March 2000 (amended by an amendment letter dated 30 August 2001, amended and restated by an amendment and restatement agreement dated 10 June 2004, amended by an amendment letter dated 15 March 2011 and as amended and restated by an amendment and restatement dated 23 October 2012 between, amongst others the Chargor and the Chargee,</p> <p>"Finance Party" has the meaning given to it under the Facility Agreement,</p> <p>"Finance Document" has the meaning given to it under the Facility Agreement,</p> <p>"General Account" has the meaning given to it under the Facility Agreement,</p> <p>"Hedging Document" has the meaning given to it under the Facility Agreement,</p> <p>"Peer Freeholds Debenture" means the debenture dated 30 March 2000 between the Chargor and HVB Real Estate Capital Limited as supplemented by the Supplemental Debenture,</p> <p>"Subsidiary" has the meaning given to it under the Facility Agreement, and</p> <p>"Supplemental Debenture" means the Supplemental Debenture dated 10 June 2004 between Peer Freeholds Limited and Hypo Real Estate Bank International, London Branch</p>	

DX



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2886867
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CONFIRMATION DATED
23 OCTOBER 2012 AND CREATED BY PEER FREEHOLDS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND PEER FREEHOLDS
(NEWCASTLE) LIMITED TO THE FIANCE 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 30 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2012



Companies House



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