

194962/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



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. 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 must be scanned and placed on the public record

THURSDAY



A2FAD03F
A08 22/08/2013 #48
COMPANIES HOUSE

1 Company details

Company number 0 0 6 3 8 8 9 1

Company name in full Saga Group Limited

23 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 d3 m0 m8 y2 y0 y1 y3

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 Barclays Bank PLC as security trustee

Name

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The leasehold land and buildings known as The Call Centre Building, Plot 29D, Eurokent Business Park, Kent

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

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Particulars of a charge

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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

Adhurst LLP

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name MDAVEN/MCHANC/BAR04 00163/28642799

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

Country/Region

Postcode EC2A 2HA

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 enquires@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 638891

Charge code: 0063 8891 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2013 and created by SAGA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2013.

DX

Given at Companies House, Cardiff on 27th August 2013



ashurst

Certified as a true copy of the original instrument save for the material redacted pursuant to s 359G of the Companies Act 2006

EXECUTION VERSION

Ashurst UK

Supplemental Legal Mortgage

Saga Group Limited

as Charging Company

and

Barclays Bank PLC

as Security Trustee

relating to leasehold land and buildings known as
**The Call Centre Building, Plot 29D, Eurokent
Business Park, Kent**

Note: the application of recoveries under this security instrument is regulated by the terms of the Intercreditor Agreement

Ashurst UK
August
13 ~~July~~ 2013

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Amend UP

THIS DEED is made on ^{August} 13 ~~July~~ 2013

BETWEEN:

- (1) **Saga Group Limited** (a company incorporated in England and Wales with registered number 00638891) (the "**Charging Company**"), and
- (2) **Barclays Bank PLC** as security trustee for itself and the other Secured Parties (the "**Security Trustee**")

RECITALS:

- (A) This deed is supplemental to a debenture originally dated 17 September 2007 (the "**Original Debenture**") (as acceded to by the Charging Company by way of a security accession deed dated 7 December 2007 between, amongst others, the Charging Company and the Security Trustee (the "**Security Accession Deed**" and together with the Original Debenture, the "**Debenture**").
- (B) The Charging Company has acquired an interest in the property specified in the schedule to this deed (the "**Property**") and is required to enter into this deed by clause 5 (Further Assurance) of the Original Debenture.
- (C) This deed is supplemental to the Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand

THE PARTIES AGREE as follows:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Original Debenture and in the Senior Facilities Agreement (as defined in the Original Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed
- 1.2 The provisions of clause 1.2 (Construction) and 1.3 (Other References) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed

2. CHARGING CLAUSE

- 2.1 The Charging Company, as continuing security for the payment and discharge of the Indebtedness, charges in favour of the Security Trustee by way of first ranking security with full title guarantee and by way of first legal mortgage, the Property together with all buildings and fixtures (including trade fixtures) on the Property.
- 2.2 The Charging Company confirms that, as continuing security for the payment of all the Indebtedness:
 - (a) it has charged in favour of the Security Trustee by way of fixed charge the assets relating to the Property and referred to in clause 2.3.2(b) (Fixed Charges) of the Security Accession Deed, and
 - (b) it has assigned to the Security Trustee by way of security the assets (if any) relating to the Property and referred to in clause 2.5.1 (Security Assignment) of the Security Accession Deed
- 2.3 The Charging Company shall within five Business Days after the date of this deed give notice of the charges and assignments in clause 2.2(a) and 2.2(b) (Charging Clause) to

the extent that they relate to the Property substantially in the form set out in schedule 7 and schedule 9 of the Original Debenture (as appropriate) and shall use all reasonable endeavours to procure that each party served with any such notice countersigns and returns the notice within 20 Business Days of the service of such notice.

3. **INCORPORATION**

3.1 The provisions of clauses 4 (Continuing Security) to clause 21 (Miscellaneous) (both inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Charging Company" shall be deemed to be references to the Charging Company.

3.2 References in the Original Debenture to "**this deed**", "**hereof**", "**hereunder**" and expressions of similar import shall be deemed to be references to the Debenture as amended by this deed and to this deed.

4. **LAND REGISTRY**

4.1 The Charging Company hereby irrevocably consents to the Security Trustee applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Property on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date*] in favour of Barclays Bank PLC as security trustee referred to in the charges register (or, their conveyancer or [*specify appropriate details*]) "

4.2 Subject to the terms of the Senior Facility Agreement, the Lenders are under an obligation to make further advances to the Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Trustee may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of the Property that there is an obligation to make further advances on the security of the registered charge

4.3 The Charging Company certifies that the security created by this deed does not contravene any of the provisions of its memorandum or articles of association.

4.4 The Charging Company hereby irrevocably undertakes to ensure the registration of particulars of this deed at Companies Registry in England and Wales and promptly pay all appropriate registration fees, or if the Security Trustee gives notice to the Charging Company that the Security Trustee will submit the relevant forms to the Companies Registry, the Charging Company shall promptly provide the Security Trustee with all duly completed forms reasonably requested by the Security Trustee and all appropriate registration fees

5. **CONTINUATION**

5.1 The Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Debenture and this deed shall be read and construed together.

5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Trustee and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness and this security may be enforced against the Charging Company without first having recourse to any other rights of the Security Trustee or any other Secured Party in connection with the Indebtedness.

6 **REPRESENTATION**

The Charging Company represents and warrants to the Security Trustee on the date of this deed and on each date that any Indebtedness is outstanding that there are no proceedings, actions or circumstances relating to the Property which materially and adversely affect its value or the Charging Company's ability to use the Property for the purposes for which it is currently used

7. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Charging Company shall not.

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Property,

except as permitted by the Original Debenture, the Senior Facility Agreement or with the prior consent of the Security Trustee.

8. **FINANCE DOCUMENT**

This document is a Finance Document.

9 **INTERCREDITOR AGREEMENT**

This deed is subject to the terms of an Intercreditor Agreement between, amongst others, the Security Trustee and the Charging Company originally dated 18 September 2007 (as acceded to by the Charging Company by way of an accession deed dated 7 October 2007).

10. **GOVERNING LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation shall be governed by and construed in accordance with English law.

11. **ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this agreement) (a "Dispute")
- (b) For the benefit of the Secured Parties only, the parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

THIS DEED has been entered into as a deed on the date stated at the beginning of this deed.

SCHEDULE

The Property

Charging Company	Address or Description	Title No	Tenure	Date of lease	Parties to lease
Saga Group Limited	The Call Centre Building, Plot To be 29D, Eurokent Business Park, allocated Kent		Leasehold	13 August 2013	(1) Acromas Insurance Company Limited and (2) Saga Group Limited

SIGNATORIES

The Charging Company

EXECUTED as a deed by **SAGA GROUP**)
LIMITED acting by a director and its)
secretary or two directors)
)

Signature of director

Name of director

STUART HOWARD

Signature of director/secretary

Name of director/secretary

Andrew Schmitt

The Security Trustee

EXECUTED as a deed by)
BARCLAYS BANK PLC)
Acting by its duly authorised signatory)

In the presence of

Name:

Address:

Occupation:

SIGNATORIES

The Charging Company

EXECUTED as a deed by **SAGA GROUP**)
LIMITED acting by a director and its)
secretary or two directors)
)

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary

The Security Trustee

EXECUTED as a deed by)
BARCLAYS BANK PLC)
Acting by its duly authorised signatory)

In the presence of

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London
E14 4BB

Name:

Address:

Occupation:

.....
.....
Estela Landra
.....
Banker