

MG01

Particulars of a mortgage or charge

00040905/S46



IRIS<sup>™</sup>  
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**

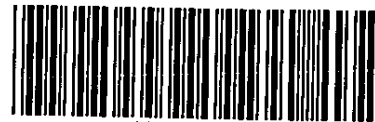
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



A24 16/11/2010 232  
COMPANIES HOUSE  
SCT 12/11/2010 322  
COMPANIES HOUSE

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**Company details**

Company number

0 0 9 3 6 0 3 2

Company name in full

Craxton Wood Developments Limited (the "Chargor")

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 \*

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**Date of creation of charge**

Date of creation

2 9 1 0 2 0 1 0

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**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

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**Amount secured**

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

Amount secured

The "Secured Obligations"

See Continuation page for definitions.

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

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**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	Bank of Scotland plc as agent and security trustee for each
Address	of the Secured Parties (the "Security Trustee") The Mound, Edinburgh
Postcode	E H 1 1 Y Z
Name	
Address	
Postcode	

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**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

Subject to the Existing Security, the Chargor charges with full title guarantee to the Security Trustee by way of first legal mortgage the Property to secure the Secured Obligations

See Continuation page for definitions

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## Particulars of a mortgage or charge

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### 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

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### 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 866)

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 870) 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)

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### Signature

Please sign the form here

Signature

Signature

X

*Andrew Reid*

X

For and on behalf of MacLay Murray & Spens LLP

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 AKC/SMK/BAN/13/4193

Company name  
Maclay Murray & Spens LLP

Address  
Quartermile One

15 Lauriston Place

Post town  
Edinburgh

County/Region

Postcode  
E H 3 9 E P

Country

DX DX ED137 Edinburgh

Telephone 0131 228 7000



### 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)

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

"Obligor" has the meaning given to it in the Facilities Agreement,

"Property" means land on west side of Parkgate Road, Ledsham, Ellesmere Port CH66 9PB (Freehold) having title number CH469523,

"Secured Party" has the meaning given to it in the Facilities Agreement,

"Security" means any mortgage, standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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## Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor or any other Obligor to the Security Trustee and the other Secured Parties (or any of them) under the Finance Documents together with</p> <ul style="list-style-type: none"> <li>(a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities,</li> <li>(b) any further advances and additional facilities which may be made by any Secured Party to the Chargor or any other Obligor under any agreement expressed to be supplemental to the Finance Documents and all interest, fees, and costs in connection therewith,</li> <li>(c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents,</li> <li>(d) any claim against the Chargor or any other Obligors flowing from the recovery by the Chargor or any other Obligors of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;</li> <li>(e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and</li> <li>(f) all costs, charges and expenses incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against the Chargor or any other Obligor</li> </ul> <p>(the "Secured Obligations")</p> <p><b>Definitions</b></p> <p>Terms defined in the Facilities Agreement, unless otherwise defined in this Charge or unless a contrary intention appears, bear the same meaning when used in this Charge</p> <p><b>"Charge"</b> means this legal charge,</p> <p><b>"Existing Security"</b> means any Transaction Security Documents entered into by a Chargor in favour of the Security Trustee prior to the date of this Charge,</p> <p><b>"Facilities Agreement"</b> means the facilities agreement dated 19 October 2005 as amended and restated on 4 February 2008 and 19 June 2009 and as further amended and restated on or around the date of this Charge between, among others, the Obligors and Bank of Scotland plc as Arranger, Agent, Security Trustee and an Original Lender,</p> <p><b>"Finance Documents"</b> has the meaning given to it in the Facilities Agreement,</p>



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

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

**COMPANY NO. 936032  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29  
OCTOBER 2010 AND CREATED BY CRAXTON WOOD  
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER  
OBLIGOR TO BANK OF SCOTLAND PLC (THE "SECURITY  
TRUSTEE") AND THE OTHER SECURED PARTIES (OR ANY OF  
THEM) 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 16  
NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 NOVEMBER  
2010

*JX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES