

MG01

Particulars of a mortgage or charge



040694/364

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 Sco
company. To do this, please use
form MG01s

THURSDAY



SCT 04/11/2010 16
COMPANIES HOUSE

1	Company details	<div>For official use 9</div>
Company number	3 0 8 3 8 4 2	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Callers-Linden Holdings Limited (the "Company")	

2	Date of creation of charge
Date of creation	27 10 2010

3	Description
Description	<p>Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</p> <p>Deed of Confirmation granted by the Company in favour of the Security Trustee (the "Deed") in respect of</p> <p>1 the Debenture, and</p> <p>2 the Legal Charge,</p> <p>(together the "Security Documents").</p>

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>The "Secured Obligations".</p> <p>See Continuation page for all definitions</p>	

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 Bank of Scotland plc (SC327000) as security trustee for itself and the other Secured

Address Parties (the "Security Trustee")

The Mound, Edinburgh

Postcode E H 1 1 Y Z

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 See Continuation page

MG01

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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 Quatermile 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 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

MG01

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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 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).


9

Signature

Please sign the form here

Signature

Signature

X 

For and on behalf of Maclay Murray & Spens LLP

X

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

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

The Company irrevocably and unconditionally confirms for the benefit of the Security Trustee that

- 1 the Security Documents and the security granted thereunder remain in full force and effect notwithstanding the entry into the Deed and the amendments to the Facilities Agreement pursuant to the Restatement Agreement,
- 2 paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge contained in each of the debentures and bond and floating charges listed in the Schedule to the Deed,
- 3 with effect on and from the date of the Deed, the Security Documents will be amended and supplemented by the Deed so that all references in the Finance Documents to the Security Documents shall include the Deed and the Deed shall read as one with the Security Documents, and
- 4 with effect on and from the date of the Deed, any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time

For the purposes of this Form MG01

- "Assets"** means the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Company,
- "Debenture"** means the debenture granted by the Company in favour of the Security Trustee dated 19 October 2005 and registered at Companies House on 27 October 2005,
- "Facilities Agreement"** means the facilities agreement between the Company and the Security Trustee, among others, dated 19 October 2005 as amended and restated on 4 February 2008 and 19 June 2009,
- "Finance Documents"** has the same meaning as "Finance Documents" in the Facilities Agreement
- "Finance Parties"** has the same meaning as "Finance Parties" in the Facilities Agreement,
- "Fixed Security"** shall have the meaning given to it in section 486 of the Companies Act 1985

MG01 - continuation page

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6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Legal Charge"	means the legal charge granted by the Company in favour of the Security Trustee dated 19 October 2005 and registered at Companies House on 27 October 2005,
"Loan Stockholders"	shall have the meaning given to it in the Facilities Agreement,
"Relevant Documents"	means each of the Finance Documents, the Skye Exit Fee Letter and any other document designated as such from time to time by the Security Trustee and any one of them shall be a "Relevant Document" ,
"Restatement Agreement"	means the restatement agreement between the Company and the Security Trustee, among others, dated on or about the date of the Deed further amending and restating the facilities agreement,
"Secured Obligations"	means all present and future liabilities and obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which now or hereafter may be or become due and owing by the Company to any Secured Party under each of the Relevant Documents and references to "Secured Obligations" includes references to any of them,
"Secured Parties"	means each Finance Parties, the Loan Stockholders or any person designated as such from time to time by the Security Trustee and any of them shall be a "Secured Party" ,
"Skye Exit Fee Letter"	shall have the meaning given to it in the Facilities Agreement

For the purposes of this Form MG01, any reference to any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect



FILE COPY

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

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

**COMPANY NO. 3083842
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CONFIRMATION DATED
29 OCTOBER 2010 AND CREATED BY CALLERS-LINDEN
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY
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 4 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 NOVEMBER
2010

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES