

MG01

Particulars of a mortgage or charge

220764/39



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

WEDNESDAY



LD3 29/09/2010 357
COMPANIES HOUSE

1

Company details

Company number 03091645

Company name in full Greymount Properties Ltd (the "Charging Company")

40

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 20/09/2010

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 Supplemental Legal Mortgage dated 20 September 2010 made between the Charging Company (1) in favour of Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the "Legal Mortgage")

4

Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01) includes reference to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

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 | Barclays Bank PLC | |
| Address | (in its capacity as Security Agent for the Beneficiaries) 5 The North Colonnade, London | |
| Postcode | E 1 4 4 B B | |
| 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 | <p>In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Legal Mortgage unless otherwise specified. References in this Form MG01 to the Legal Mortgage or to any other document (including any Finance Document) include reference to the Legal Mortgage, or to such other document, as varied in any manner from time to time.</p> <p>Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Legal Mortgage and which must be read as part of those charges.</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent by way of legal mortgage all of the Mortgaged Property together with all buildings, fixtures and fixed plant and machinery at any time thereon.</p> <p style="text-align: center;">PLEASE SEE ATTACHED CONTINUATION PAGES</p> | |

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

CONTINUATION PAGE 1

Covenants and Restrictions in the Legal Mortgage

The Charging Company agreed that all of the covenants, provisions and powers contained in or subsisting under the Deed of Accession and Charge (pursuant to which it acceded to the Debenture) shall be applicable for securing all of the moneys and liabilities secured by the Legal Mortgage and for defining and enforcing the rights of the Parties under the Legal Mortgage as if such covenants, provisions and powers had been set out in full in the Legal Mortgage, with the appropriate charges having been made. For further details see the Form 395 filed against the Charging Company in respect of the Deed of Accession and Charge (pursuant to which it acceded to the Debenture).

Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

"Agent" means Barclays Bank PLC

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty

"Debenture" means the debenture dated 18 July 2008 between, amongst others, Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as chargor) and Barclays Bank PLC (as Security Agent), and to which the Charging Company acceded under the Deed of Accession and Charge

"Deed of Accession and Charge" means the Deed of Accession and Charge to the Debenture dated 2 October 2008 between, amongst others, the Charging Company (as a New Chargor) and Barclays Bank PLC (as Security Agent)

"Facilities Agreement" means the facilities agreement dated 18 July 2008 between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as the Parent), the companies listed as Original Borrowers, the Companies listed as Original Guarantors, Barclays Leveraged Finance, Calyon and RBC Capital Markets as Arrangers, Barclays Bank PLC as Agent, Security Agent and Issuing Bank and Barclays Bank PC, Credit Agricole CID (formerly known as Calyon) and Royal Bank of Scotland (as Original Lenders)

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Document

"Group" means the Parent and its Subsidiaries for the time being

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement

"Hedging Document" has the meaning given to that term in the

MG01 - continuation page

Particulars of a mortgage or charge

| | |
|----------|---|
| 6 | Short particulars of all the property mortgaged or charged |
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|--|
| Please give the short particulars of the property mortgaged or charged |
|--|

Short particulars

Intercreditor Agreement

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

CONTINUATION PAGE 2

"Intercreditor Agreement" means the intercreditor agreement dated 18 July 2008 as amended and restated on 29 August 2008 and made between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as the Parent), Barclays Bank PLC (as Security Agent, Senior Agent and Mezzanine Agent), Barclays Leveraged Finance, Credit Agricole CIB (formerly known as Calyon) and RBC Capital Markets (as Senior Arrangers and Mezzanine Arrangers), the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Investors, the Obligors, the Intercompany Creditors and the Intercompany Debtors (each term as defined therein)

"Mezzanine Agent" means Barclays Bank PLC

"Mezzanine Facility Agreement" means the Mezzanine Facility Agreement dated 18 July 2008 between Craegmoor Group (No 3) Limited (formerly known as Miro Mezzco Limited) (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors and Barclays Leveraged Finance, Calyon and RBC Capital Markets as Arrangers, the Financial Institutions listed as Original Lenders, Barclays Bank PLC as Agent and Security Agent and in certain other capacities

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any Fee Letter, any Resignation Letter, the Transaction Security Documents, the Intercreditor Agreement, any Transfer Certificate or undertaking delivered pursuant to Clause 25 (*Changes to the Lenders*) of the Mezzanine Facility Agreement, any Compliance Certificate, any Utilisation Request and any other document designated as such by the Mezzanine Agent and the Parent (where terms referred to in this definition shall have the meanings given to them in the Mezzanine Facility Agreement)

"Mezzanine Finance Party" means the Mezzanine Agent, each Arranger, the Lenders (each as defined in the Mezzanine Facilities Agreement), the Security Agent and any Hedge Counterparty

"Mortgaged Property" means the property described below

- 1 Indtherm, 116 Wellington Road, Dudley (Freehold) (Title number WM721339),
- 2 24 Ounsdale Road, Wombourne (Freehold) (Title number SF528634)
- 3 1A Lyndon Grove, Wall Heath, Kingswinford (Freehold) (Title number WM952453)

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

CONTINUATION PAGE 3

4 98 Bridgnorth Road, Wombourne (Freehold) (Title number SF260451)

5 63 Belvue Road, Northolt (Freehold) (Title number MX462921)

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor (as defined in the Debenture and including the Charging Company) to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

(a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Finance Party" means the Agent, the Security Agent, the Arranger, the Lenders, the Issuing Bank and any Ancillary Lender (each defined in the Facilities Agreement unless otherwise defined in this Schedule)

END OF CONTINUATION PAGES

MG01

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

Not applicable

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 *Hogan Lovells International LLP* X

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

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 F3/BL/SM

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3091645
CHARGE NO. 40**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 20 SEPTEMBER 2010 AND CREATED BY
GREYMOUNT PROPERTIES LTD FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR
ANY OF THE BENEFICIARIES 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 29 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 OCTOBER 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES