

MG01

168737/13



Particulars of a mortgage or charge

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**

You cannot use  
particulars of a c  
company To do  
form MG01s

MONDAY



A03 09/07/2012 #49  
COMPANIES HOUSE

, please  
t  
gov.uk

**1 Company details**

Company number 0 3 6 7 5 4 6 9

Company name in full Gladedale (East Midlands) Limited

14 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 8 0 6 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 Bond and Floating Charge (the "Charge")

**4 Amount secured**

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

Amount secured (Please see continuation pages attached)

**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

Bank of Scotland plc (as **Security Agent**)

Address

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

1 The Chargor, with absolute warrandice and as security for the payment and discharge of all the Secured Liabilities grants in favour of the Security Agent a floating charge over the whole of the Charged Assets

2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge

3 The Chargor agrees that the Security Agent or any Secured Party may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Security Agent or the relevant Secured Party or of the Chargor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Liabilities owed to the Security Agent or that Secured Party which are then due and payable

4 The Chargor will not without the prior written consent of the Security Agent, save as expressly permitted by the terms of the Residential Facilities Agreement, create or attempt to create or permit to subsist in favour of any person other than the Security Agent, any Security on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of trading over property other than land

5 Any fixed security granted by the Chargor in favour of the Security Agent (whether before or after the Charge) shall rank in priority to the floating charge created by the Charge

6 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in paragraph 4 above or with the consent of the Security Agent under the said paragraph 4 but with no written agreement of the Security Agent as to the ranking of them, the Charge shall rank in priority to that fixed security or floating charge

Where

**"Charged Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Chargor, and

**"Security"** means any mortgage, charge (whether fixed or floating), standard security, pledge, lien, hypothecation, assignment by way of security, assignation in security or other security interest of any kind

Terms defined in Parts 1, 3 and 4 of this Form MG01 shall have the same meaning in Part 6 of this MG01

# 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

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 *Dickson Munte*

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 Stephen Maxwell

Company name Dickson Minto W S

Address 16 Charlotte Square

Post town Edinburgh

County/Region Midlothian

Postcode E H 2 4 D F

Country

DX DX 199 Edinburgh

Telephone 0131 225 4455

**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 mortgage 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)**

# MG01 - continuation page

## 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>a) 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 Residential Obligor to any Residential Secured Party under any Residential Finance Document,</p> <p>b) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Residential Obligor to any BACS Creditor under any Residential BACS Finance Document;</p> <p>c) (up to and until the occurrence of a Decoupling Event) 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 Commercial Obligor to any Commercial Secured Party under any Commercial Finance Document, and</p> <p>d) (up to and until the occurrence of a Decoupling Event) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Commercial Obligor to any BACS Creditor under any Commercial BACS Finance Document,</p> <p>(together the "<b>Secured Liabilities</b>")</p> <p>Where -</p> <p>"<b>BACS Creditor</b>" means Bank of Scotland plc or any of its affiliates as creditor in respect of the BACS Facility and Set-Off Agreements.</p> <p>"<b>BACS Facility and Set-Off Agreements</b>" means.</p> <p>(a) the Commercial BACS Facility and Set-Off Agreement;</p> <p>(b) the Residential BACS Facility and Set-Off Agreement, and</p> <p>(c) any other agreement or document relating to the provision of any BACS Facility by any BACS Creditor to any of the Commercial Obligors or the Residential Obligors.</p> <p>"<b>Commercial BACS Facility and Set-Off Agreement</b>" has the meaning given to it in the Intercreditor Agreement.</p> <p>"<b>Commercial BACS Finance Documents</b>" has the meaning given to it in the Intercreditor Agreement.</p> <p>(see continuation page attached)</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured
Amount secured	<p data-bbox="300 331 1037 365">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="300 383 1495 611"> <b>"Commercial Facility Agreement"</b> means the facilities agreement dated 1 September 2009 (as amended from time to time including by amendment letters dated 29 March 2011, 29 June 2011 and 7 July 2011 and as amended and restated on or around the date of the Charge) and made between, amongst others, the Parent, Gladedale Commercial Group Limited as borrower, the Original Guarantors under and as defined therein, Bank of Scotland plc as the agent, Bank of Scotland plc as the arranger, Bank of Scotland plc as security trustee and the persons named in that facility agreement as Lenders         </p> <p data-bbox="300 645 1495 701"> <b>"Commercial Finance Documents"</b> means the Finance Documents under and as defined in the Commercial Facility Agreement         </p> <p data-bbox="300 734 1495 790"> <b>"Commercial Obligors"</b> means the Obligors under and as defined in the Commercial Facility Agreement         </p> <p data-bbox="300 824 1495 902"> <b>"Commercial Secured Parties"</b> means the Secured Parties under and as defined in the Commercial Facility Agreement (and Commercial Secured Party shall be construed accordingly)         </p> <p data-bbox="300 936 1495 969"> <b>"Company"</b> means Gladedale Residential Group Limited (registered number 6987861)         </p> <p data-bbox="300 1003 1495 1059"> <b>"Decoupling Event"</b> means the giving of notice by the Security Agent to the Parent pursuant to Clause 3 (Decoupling Event) of the Intercreditor Agreement         </p> <p data-bbox="300 1093 1495 1205"> <b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 1 September 2009 as amended and restated on or about the date of the Charge and made between (amongst others) the Parent, the Residential Facility Agent (as defined therein), the Commercial Facility Agent (as defined therein) and the Security Agent         </p> <p data-bbox="300 1238 1495 1294"> <b>"Parent"</b> means Gladedale Group Holdings Limited (formerly Terret Group Limited (registered number 6986776, England and Wales))         </p> <p data-bbox="300 1328 1495 1384"> <b>"Residential BACS Facility and Set-Off Agreement"</b> has the meaning given to it in the Intercreditor Agreement         </p> <p data-bbox="300 1417 1495 1473"> <b>"Residential BACS Finance Documents"</b> has the meaning given to it in the Intercreditor Agreement         </p> <p data-bbox="300 1507 1495 1731"> <b>"Residential Facilities Agreement"</b> means the facilities agreement dated 1 September 2009 (as amended from time to time including by amendment letters dated 29 June 2011, 7 July 2011 and 16 March 2012 and as amended and restated on or around the date of the Charge) and made between, amongst others, the Parent, the Company as borrower, the Original Guarantors under and as defined therein, Bank of Scotland plc as the agent, Bank of Scotland plc as the arranger, Bank of Scotland plc as the security agent and the persons named in that facility agreement as Lenders         </p> <p data-bbox="300 1765 758 1798">(See continuation page attached)</p>

MG01 - continuation page  
Particulars of a mortgage or charge

4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"<b>Residential Finance Documents</b>" means the Finance Documents under and as defined in the Residential Facilities Agreement</p> <p>"<b>Residential Obligors</b>" means the Obligors under and as defined in the Residential Facilities Agreement</p> <p>"<b>Residential Secured Parties</b>" means the Secured Parties under and as defined in the Residential Facilities Agreement</p> <p>"<b>Secured Parties</b>" means the Commerical Secured Parties, the Residential Secured Parties and the BACS Creditor</p> <p>"<b>Security Agent</b>" means Bank of Scotland plc of The Mound, Edinburgh EH1 1YZ as agent and trustee for the Secured Parties</p> <p>Terms defined in Parts 1 and 3 of this Form MG01 shall have the same meaning in Part 4 of this Form MG01</p>



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

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

**COMPANY NO. 3675469  
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A BOND AND FLOATING CHARGE  
DATED 28 JUNE 2012 AND CREATED BY GLADED DALE (EAST  
MIDLANDS) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH RESIDENTIAL OBLIGOR TO ANY  
RESIDENTIAL SECURED PARTY AND ANY BACS CREDITOR ON  
ANY ACCOUNT WHATSOEVER AND ALL MONIES DUE OR TO  
BECOME DUE FROM EACH COMMERCIAL OBLIGOR TO ANY  
COMMERCIAL SECURED PARTY AND ANY BACS CREDITOR  
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 9 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2012

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES