

MG01

Particulars of a mortgage or charge

106249/13



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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 reg  
particulars of a charge for a Sc  
company To do this, please us  
form MG01s

THURSDAY



A07 08/12/2011 31  
COMPANIES HOUSE

1

**Company details**

Company number 0 4 0 4 5 8 7 4

Company name in full VALAD DEVELOPMENT GROUP (UK) LTD (the "Chargor")

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 d0 d1 m1 m2 y2 y0 y1 y1

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 Charge Over Shares (the "Deed")

4

**Amount secured**

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

Amount secured Pursuant to clause 1 1 of the Deed, the Chargor, as primary obligor and not  
merely as surety, covenanted that it will on demand pay or discharge the  
Secured Liabilities when the same are due and payable

Pursuant to clause 1 2 of the Deed, the Chargor covenanted that if it fails to  
pay any amount under the Deed when it is due then such amount shall bear  
interest (after as well as before judgment and payable on demand) at the  
Default Rate from time to time from the due date until the date such amount  
is paid in full to BoS

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

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## 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 ("BoS")
Address	The Mound, Edinburgh
Postcode	E H I I 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	<p><b>1. Charge</b></p> <p>1 1 Pursuant to clause 2 1 of the Deed, the Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, charged in favour of BoS by way of first fixed charge -</p> <p>(a) its entire right, title and interest in and to the Shares,</p> <p>(b) all rights, money or property of a capital nature at any time accruing on, or payable or receivable in respect of, any of the Shares whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise, and</p> <p>(c) all rights, money or property of an income nature, whether by way of dividend, distribution, interest or otherwise</p> <p>(together the "<b>Charged Assets</b>")</p> <p>1 2 Pursuant to clause 2 2 of the Deed, the Chargor covenanted that it will not without the prior written consent of BoS -</p> <p>(a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance right of set-off (except in favour of BoS) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets, or</p> <p>(b) sell, transfer, assign or otherwise dispose of all or any of the Charged Assets, or</p> <p>(c) in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Assets</p> <p>(See MG01 C3 for continuation of this Section 6 )</p>
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## 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 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

Burges Salmon LLP.

X

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 Catherine Goode

Company name Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX

Telephone 0117 307 6812



### 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

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 4 Pursuant to clause 2 4 of the Deed, to the extent that the Charged Assets constitute Financial Collateral, the Chargor has agreed that such Charged Assets shall be held or designated so as to be under the control of BoS for all purposes of the Financial Collateral Regulations

#### Definitions

For the purposes of Sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees

"Charged Assets" means the assets and rights charged in terms of the Deed,

"Company" means Valad Developments (Llantrisant) Limited (Company Number 04481880),

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor,

"Facility Letter" means the facility letter dated on or around the date of the Deed by BoS to the Company in relation to facilities of £5,350,000 (as such letter is amended, varied, supplemented, novated or replaced from time to time),

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations,

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003 No 3226),

"Original Shares" means the shares described in the Schedule of the Deed,

"Schedule" means the schedule attached to the Deed,

"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's terms of the account, and so that interest shall be computed and compounded according to the terms of the Facility Letter (or as otherwise agreed in writing) after as well as before any demand made or decree obtained under or in relation to the Deed,

"Shares" means the Original Shares together with all other shares in the capital of the Company held from time to time by the Chargor

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## 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 SCHEDULE

#### THE ORIGINAL SHARES

Name of Company (including Company Number)	Number of Shares	Class of Shares	Nominal value of Shares
Valad Developments (Llantrisant) Limited (Company number 04481880)	1	N/A	£1

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Short particulars

#### Additional information on the Deed

#### 1 RESTRICTIONS ON DEALING WITH CHARGED ASSETS

1 1 Pursuant to clause 6 1 of the Deed, the Chargor has covenanted that it will not without the prior written consent of BoS -

- (a) permit any person to be registered as the holder of all or any of the Shares (other than BoS or the Nominee),
- (b) exercise (or purport to exercise) any voting rights in respect of the Shares in any manner which may have an adverse effect on the value of any of the Charged Assets or the ability of BoS to enforce the Deed including, without limitation, the amendment of the articles of association of the Company,
- (c) take or allow the taking of any action which may result in any shares in the capital of the Company being issued after the date of the Deed (other than to the Chargor), and
- (d) cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets

#### 2 FURTHER ASSURANCE

2 1 Pursuant to clause 20 of the Deed, the Chargor has covenanted that it will (at its own cost) on demand in writing by BoS or any Receiver execute and deliver (in such form as BoS or any Receiver may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as BoS or any Receiver may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Deed or for facilitating the realisation of the Charged Assets charged by the Deed or the exercise of any rights of BoS or any Receiver hereunder

#### 3 POWER OF ATTORNEY

3 1 Pursuant to clause 17 1 of the Deed, the Chargor has irrevocably and by way of security appointed BoS and any Receiver as the attorney of the Chargor, for the Chargor and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Chargor under the Deed or may be required or deemed proper in the exercise of any of the rights or powers conferred on BoS or any Receiver or otherwise for any of the purposes of the Deed

3 2 Pursuant to clause 17 2 of the Deed, the Chargor has ratified and confirmed and agreed to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 17 1 of the Deed

#### Definitions

For the purposes of this Additional Information of this Form MG01, the following definitions shall have the following meanings

"Nominee" means a nominee company acting for BoS, as notified by BoS to the Chargor from time to time,

"Receiver" means an administrative receiver, receiver and manager or a receiver in each case appointed under the Deed



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

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

**COMPANY NO. 4045874  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 1  
DECEMBER 2011 AND CREATED BY VALAD DEVELOPMENT  
GROUP (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM VALAD DEVELOPMENTS (LLANTRISANT)  
LIMITED TO BANK OF SCOTLAND PLC 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 8 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 DECEMBER  
2011

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES