

MG01

Particulars of a mortgage or charge



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**iris**  
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 register  
particulars of a charge for a Scot  
company. To do this, please use  
form MG01s

WEDNESDAY



"LQWB4IKO"

LD2

24/03/2010

42

COMPANIES HOUSE

**1 Company details**

Company number 0 5 1 0 3 8 4 6

Company name in full CCLP (GP) Limited as general partner of Rutland CCLP  
(company number LP006896) (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 d1 d5 m0 m3 y2 y0 y1 y0

**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 Deed of Charge over Credit Balances

**4 Amount secured**

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

Amount secured All money and liabilities now or at any time  
hereafter due, owing or incurred to Barclays Bank  
PLC (the "Bank") by the Chargor on any account or  
accounts in respect of the Chargor's obligations  
under the demand guarantee between the Chargor, The  
Rutland Partnership, Rutland Fund A, Rutland Park  
Avenue LP and Alan Jamieson as guarantors, Scott  
Tod Developments Limited as borrower and the Bank  
dated 15 March 2010 in whatsoever manner and  
whether actually or contingently and whether alone  
or together with another or others and whether as  
principal or surety and in whatsoever name or  
style, together with interest, discount, commission  
and all other charges, costs and expenses for which  
the Chargor may become liable to the Bank.

**Continuation page**

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

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## Particulars of a mortgage or charge

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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

Barclays Bank PLC

Address

1 Churchill Place

London

Postcode

E 1 4 5 H P

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 sheet: Short Particulars

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>
	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>
Commission allowance or discount	None

<b>8</b>	<b>Delivery of instrument</b>
	<p>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)</p> <p>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)</p>

<b>9</b>	<b>Signature</b>
	<p>Please sign the form here</p>
Signature	<p>Signature</p> <p>X <i>Simmons f Simmons</i> . 24 March 2010 X</p>
	<p>This form must be signed by a person with an interest in the registration of the charge</p>

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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 Helen McHale

Company name Simmons & Simmons

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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

The attached schedule contains certain covenants and restrictions on the Chargor which protect and further define the charge and which must be read as forming part of the security.

The charge creates a fixed charge over all the "Deposit(s)" referred to in the schedule (including all or any part of the money payable pursuant to such Deposit(s) and the debt(s) represented thereby) together with all interest from time to time accruing thereon.

It also creates an assignment by the Chargor, for the purposes of and to give effect to the security, over the right of the Chargor to require repayment of such Deposit(s) and interest thereon

##### Schedule

Details of the charged Deposit(s):

In this security the expression "Deposit(s)" is defined to mean all sums of money in any currency:

- (a) deposited or paid by the Chargor now or at any time after the date of the charge to the credit of the account(s) (if any) with the Bank specified below and/or (where the context permits) any additional and/or substitute account(s) hereafter opened with the Bank for the deposit or holding of all or part of the money or interest subject to the security; and
- (b) deposited or paid by the Chargor with or to the Bank or held by the Bank on behalf of the Chargor pursuant to the deposit contract(s) (if any); and
- (c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in (a) or (b) above,

and, in each case, whether any such account is opened in the name of the Chargor, in the name of the Bank or otherwise.

Details of the charged accounts:

200000 03473325

##### Covenants and Restrictions

The Chargor has agreed under clause 3 of the security, that during the currency of the security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with the Bank or paid to it or held by it, such Deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Bank for repayment of such Deposit(s) or for payment of interest thereon, unless the Bank shall first have agreed to release the security insofar as it concerns such Deposit(s).

The Chargor is prohibited under clause 6 of the security from assigning, transferring, charging or otherwise alienating, dealing with or encumbering any or all money or interest subject to the security or the

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor's right, title or interest therein, or agreeing to do so



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

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

**COMPANY NO. 5103846  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER CREDIT  
BALANCES DATED 15 MARCH 2010 AND CREATED BY CCLP  
(GP) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO BARCLAYS BANK 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 24 MARCH 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**