

MG01

Particulars of a mortgage or charge

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Oyez

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 Scottish
company. To do this, please use
form MG01s

TUESDAY



A135P1RF

A22

21/02/2012

#38

COMPANIES HOUSE

FOR OFFICIAL USE

1 Company details

Company number 0 7 7 0 9 5 0 4

Company name in full MORSTON ETRURIA LIMITED (the "Chargor")

Filing 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 01 03 2012

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 LEGAL CHARGE (the "Charge")

4 Amount secured

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

Amount secured All present and future moneys, debts and liabilities due, owing or
incurred by the Company or any Obligor to any Secured Party (in each
case, whether alone or jointly, or jointly and severally, with any other
person, whether actually or contingently and whether as principal,
surety or otherwise) except for any money or liability which, if it were
so included, would cause the infringement of Section 678 of the
Companies Act 2006 (the "Indebtedness")

Continuation page

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

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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 agent for itself and the other Finance

Address Parties (the "Security Agent")

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

Fixed Charges

The Chargor, as security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

(1) by way of first legal mortgage the Premises together with all buildings and fixtures (including trade fixtures) thereon, and

(2) by way of first fixed charge

(i) all other interests (not charged under clause 3 1(1) of the Charge) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all right, title and interest in the Insurances,

(iii) the benefit of all consents and agreements held by it in connection with the use of any of the Charged Property, and

(iv) if not effectively assigned by clause 3 2 (Security Assignment) of the Charge, all its rights and interests in (and claims under) the Rental Income and Occupational Leases

Security Assignment


(1) As further security for the payment of the Indebtedness, the Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in and to the Rental Income and Occupational Leases, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Chargor re-assign the relevant rights, title and interest in the Charged Property referred to in clause 3 2 (Security Assignment) of the Charge to the Chargor (or as it shall direct)

(2) Until the occurrence of a Declared Default, but subject to clause 8 5 (Occupational Leases) of the Charge, the Chargor may continue to deal with the tenants under each Occupational Lease

Please see Continuation Page for Definitions

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<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">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	Delivery of instrument	
	<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 870).</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 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).</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  FOR SAMPLE FRAZER LTD 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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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
DGO/EGA/bos10021-373

Company name
Semple Fraser LLP

Address
80 George Street

Edinburgh

Post town

County/Region

Postcode
E H 2 3 B U

Country

DX
ED447

Telephone
0131 273 3771



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

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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	<p>Continuation Page</p> <p>Definitions</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Charge,</p> <p>"Company" means Morston Assets Limited (Registered No 06167746) incorporated in England & Wales and having its registered office at Cedar House, 105 Carrow Road, Norwich NR1 1HP,</p> <p>"Declared Default" means an Event of Default which has resulted in the Security Agent exercising any of its rights under clause 23 16 (Acceleration) of the Facilities Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Event of Default" means an Event of Default as defined in the Facilities Agreement,</p> <p>"Facilities Agreement" means the facilities agreement dated 18 August 2011 under which certain lenders have made available £90,000,000 of facilities to the Company and certain other Group Companies,</p> <p>"Finance Party" means a Finance Party (including, for the avoidance of doubt, any Hedging Counterparty), each as defined in the Facilities Agreement,</p> <p>"Group Companies" means a Group Company as defined in the Facilities Agreement,</p> <p>"Hedging Counterparty" means a Hedging Counterparty as defined in the Facilities Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor in respect of the Charged Property or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Obligor" means an Obligor as defined in the Facilities Agreement,</p> <p>"Occupational Lease" means any agreement for lease or licence or any occupational lease or licence to which any Premises may be subject for the time being and in respect of which the Chargor is landlord or licensor,</p> <p>"Premises" means all that freehold land lying to the south west of Pidduck Street, Burslem, Stoke-on-Trent, being the whole property registered at the Land Registry under Title Number SF424374,</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Charge,</p> <p>"Rental Income" means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of any Premises, and</p> <p>"Secured Parties" means the Finance Parties, any Receiver and any Delegate</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7709504
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 13
FEBRUARY 2012 AND CREATED BY MORSTON ETRURIA
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY OR ANY OBLIGOR 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 21 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 FEBRUARY
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES