

# MG01

## Particulars of a mortgage or charge

090160/13



**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  
use form MG01s

MONDAY



\*A19DD800\*  
A07 21/05/2012 #92  
COMPANIES HOUSE

### 1 Company details

Company number	0	4	3	5	1	3	3	2
Company name in full	Gorse Stacks Development Limited (the "Company")							

10 For official use

→ **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	d1	d8	m0	m5	y2	y0	y1	y2
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### 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

A legal charge between (1) the Company and (2) Bank of Scotland (the "Charge")

### 4 Amount secured

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

Amount secured

Please see the continuation sheet attached for the amount secured.

**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, Company No SC327000 (the "Lender")

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

Please see the continuation sheets attached for short particulars of the property charged

# 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 *Herbert Smith 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 John Chetwood

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode 

E	C	2	A	2	H	S
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Country

DX 28

Telephone 020 7466 7548

### 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)**

**Gorse Stacks Development Limited (Company Number: 04351332)**

**Section 4: Amount secured continuation sheet 1 of 1.**

Terms defined in this Form MG01 shall have the meaning given to them in section 6 short particular continuation sheet no 2 attached hereto

- 1 Pursuant to clause 2 of the Charge the Company agrees to pay to the Lender the Secured Liabilities when the Lender demands in writing

**Gorse Stacks Development Limited (Company Number: 04351332)**

**Section 6: Short particulars continuation sheets 1 of 3.**

- 1 The Company with full title guarantee charges to the Lender as security for the Secured Liabilities -
  - 1 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
  - 1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
  - 1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge,
  - 1 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to the Lender absolutely subject to redemption upon repayment of the Secured Liabilities,
  - 1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge,
  - 1 6 if the Company is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property,
- 2 The Borrower and the Owner each agree with the Lender not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of the Lender) without the prior written consent of the Lender, and
- 3 The Owner will, at his own cost and whenever required by the Lender, do anything and sign and deliver all such deeds, instruments, notices or other documents of any kind, in such form as the Lender may require, in order to enhance or perfect the Lender's security under the Charge, or to preserve the Property or to enable the Lender either to enforce the Charge or to exercise any of the powers and rights given by the Charge or by law to the Lender or the Receiver

**Gorse Stacks Development Limited (Company Number: 04351332)**

**Section 6: Short particulars continuation sheets 2 of 3.**

**Definitions**

"**Interest**" means any sum of money payable to the BoS by way of interest upon the Secured Liabilities

"**Borrower**" means the Company and also

- (i) the Company's successors and personal representatives, and
- (ii) any person who claims any estate, right or interest from or through the Company in the Secured Liabilities by the Company

"**BoS**" means the Lender and also any person

- (i) who claims any title to or interest in the Charge from the Lender
- (ii) to whom the Lender's interest in all or part of the Charge is transferred, or
- (iii) to whom the business of the Lender is transferred

"**Expenses**" means the total of the following

- (i) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,
- (ii) any costs, charges, premium, fees and expenses incurred from time to time by BoS or the Receiver under the Charge and which are either repayable by the Borrower under the Charge or are incurred in the exercise by BoS or the Receiver of their powers under the Charge.
- (iii) any costs, charges, expenses incurred by the BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by the Charge) with the Property,

together with Value Added Tax upon such sums where appropriate

"**Owner**" means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also

- (i) the Owner's successors and personal representatives, and

**Gorse Stacks Development Limited (Company Number: 04351332)**

**Section 6: Short particulars continuation sheets 3 of 3.**

- (ii) any person to who the Owner's interests in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property

**"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 the BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in the BoS and including discount, commission and other lawful charges or expenses which the BoS may in the course of its business charge or incur in respect of any of those matter or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them

**"Rental Sums"** means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

**"Property"** means the leasehold land shown edged with red on the plan of title number CH565720 filed at the Registry and being Land on the south side of Delamere Street, Chester





**FILE COPY**

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

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

COMPANY NO. 4351332

CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 18 MAY  
2012 AND CREATED BY GORSE STACKS DEVELOPMENT  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE BORROWER 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 21 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2012

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Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES