

MG01

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 is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

FRIDAY



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07/12/2012

#301

COMPANIES HOUSE

**1 Company details**

Company number 0 0 8 9 2 8 3 2

Company name in full ST MODWEN DEVELOPMENTS LIMITED (the "Company")

142

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 d2 d3 m1 m1 y2 y0 y1 y2

**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 Mortgage between (1) the Company and (2) Persimmon Homes Limited  
(the "Chargee") (the "Charge")

**4 Amount secured**

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

Amount secured Pursuant to clause 2.1 of the Charge, the Company  
covenants that it shall, on demand, pay or procure  
to the Chargee and discharge or procure the  
discharge of the SM Liabilities and all interest  
due pursuant to the Put and Call Option Agreement  
when they become due (the "Secured Obligations")

**Continuation page**

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

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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 **PERSIMMON HOMES LIMITED (Company Number 4108747)**

Address **Persimmon House, Fulford, York**

Postcode **Y O 1 9 4 F E**

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 continuation pages 1 - 2 (Short particulars).**

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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

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 *Squire Sanders (UK) 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 James Thorman

Company name Squire Sanders (UK) LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region

Postcode B 3 2 J R

Country England

DX 708610 Birmingham 17

Telephone +44 (0)121 222 3000



### 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	<p><b>6.1 Fixed Charges</b></p> <p>Pursuant to clause 3 1 of the Charge, the Company, with full title guarantee, charges to the Chargee as a continuing security for the payment and discharge of the Secured Obligations</p> <ul style="list-style-type: none"> <li>(a) by way of first legal mortgage, its legal and beneficial interest in the Property,</li> <li>(b) by way of first fixed charge, the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Company is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Property, including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them,</li> <li>(c) by way of first fixed charge, all its rights in the Insurances (if any) and all moneys from time to time payable to the Company under or pursuant to such Insurances including without limitation the right to the refund of any premiums to the extent not effectively assigned under clause 17 (Assignment) of the Charge</li> </ul> <p><b>6.2 Negative Pledge</b></p> <p>Pursuant to clause 3 2 of the Charge, the Company covenants with the Chargee that unless permitted by the terms of the Put and Call Option Agreement or with the prior written consent of the Chargee, it will not</p> <ul style="list-style-type: none"> <li>(a) dispose of the Property in whole or in part,</li> <li>(b) dispose of all or any of the other Charged Assets; or</li> <li>(c) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance on or affecting the Charged Assets or any part thereof</li> </ul> <p><b>6.3 Further Assurance</b></p> <p>Pursuant to clause 6 of the Charge, the Company shall if and when at any time required by the Chargee immediately execute such further Encumbrances and assurances in favour or for the benefit of the Chargee and do all such acts and things as the Chargee shall from time to time reasonably require over or in relation to all or any of the Charged Assets, to perfect or protect the Chargee's security over the Charged Assets or any part thereof created or intended to be created</p>	

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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

under or evidenced by the Charge

#### Definitions

**"Charged Assets"** means all assets of the Company described in paragraph 6 1 above and clause 3 1 of the Charge (Fixed charges)

**"Encumbrance"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over and asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

**"Insurances"** means all present and future contracts or policies of insurance in respect of the Property taken out by the Company or in which the Company from time to time has an interest and all of the proceeds of the same

**"Property"** means all that freehold land at East Works, Groveley Lane, Rednal, Birmingham shown edged red on the plan attached to the Charge and forming part of the land which is registered under Title Number WR50765

**"Put and Call Option Agreement"** means the Put and Call Option Agreement between (1) St Modwen, (2) St Modwen Developments (Longbridge) Limited and (3) the Chargee dated 30 July 2010 as amended by a Supplemental Agreement dated 20 September 2011 and a Further Supplemental Agreement of even date each made between St Modwen (1), St Modwen Developments (Longbridge) Limited (2) and the Chargee (3) in relation to the Property and other land

**"SM Liabilities"** shall have the meaning given to such term in the Put and Call Option Agreement



FILE COPY

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

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

**COMPANY NO. 892832  
CHARGE NO. 142**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 23  
NOVEMBER 2012 AND CREATED BY ST. MODWEN  
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO PERSIMMON  
HOMES LIMITED 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 7 DECEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 DECEMBER  
2012

DX



**Companies House**



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