

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

TUESDAY



A78ETLGX

A15

06/07/2010

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COMPANIES HOUSE

1 Company details

Company number ☒ 2 7 1 4 2 0 0

Company name in full MIDAS HOMES LIMITED

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 m0 m7 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 A Supplemental Legal Charge dated 1st July 2010 ("the Supplemental Legal
Charge") made by way of deed between (1) the Chargor and (2) HSBC Bank
Plc as agent and trustee for each of the Finance Parties ("the Security
Agent")

4 Amount secured

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

Amount secured All present and future obligations and liabilities
actual or contingent, whether owed jointly,
severally or in any other capacity whatsoever and
whether originally incurred by an Obligor or by
some other person of each Obligor to the Finance
Parties (or any of them) under each of the Finance
Documents except for any obligation or liability
which, if it were included, would cause that
obligation or liability or any of the Security in
respect thereof, to be unlawful or prohibited by
any applicable law ("Secured Obligations")

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 HSBC BANK PLC in its capacity as Security Agent

Address LEVEL 24 - 8, CANADA SQUARE, LONDON

Postcode E 1 4 5 H Q

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 SCHEDULE 1

PLEASE SEE SCHEDULE 2

PLEASE SEE SCHEDULE 3

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

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 866).

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).

9 Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

MG01

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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 **JOE PENGELLY**

Company name **Boyce Hatton Solicitors**

Address **12, TOR HILL ROAD,
CASTLE CIRCUS,**

Post town **TORQUAY**

County/Region **DEVON**

Postcode **T Q 2 5 R B**

Country **ENGLAND**

DX **59000 Torquay (1)**

Telephone **01803 403403**



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

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included the original deed with this form
- ☒ [X] You have entered the date the charge was created
- ☒ [X] You have supplied the description of the instrument
- ☒ [X] You have given details of the amount secured by the mortgagee or chargee
- ☒ [X] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [X] You have entered the short particulars of all the property mortgaged or charged
- ☒ [X] You have signed the form
- ☒ [X] 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 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

FORM MG01

COMPANY NAME: MIDAS HOMES LIMITED

COMPANY NUMBER: 02714200

SCHEDULE 1
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. MORTGAGE

The Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*) below (the "**Mortgaged Property**")

2. COVENANTS FOR FURTHER ASSURANCE

This Supplemental Legal Charge contains covenants for further assurance

3. RESTRICTIONS ON DEALING

This Supplemental Legal Charge contains restrictions on dealing

FORM MG01

COMPANY NAME MIDAS HOMES LIMITED

COMPANY NUMBER 02714200

SCHEDULE 2
MORTGAGED PROPERTY

Chargor	Property Description	Tenure	Title Number(s)
MIDAS HOMES LIMITED	DORCHESTER HOTEL, DADDYHOLE ROAD, TORQUAY TQ1 2EE	FREEHOLD	DN491378

FORM MG01
COMPANY NAME: MIDAS HOMES LIMITED
COMPANY NUMBER: 02714200

SCHEDULE 3 DEFINITIONS

In this Form MG01:

"Accession Letter" means a document substantially in the form set out in Schedule 6 of the Facility Agreement (*Form of Accession Letter*)

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*)

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*)

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Ancillary Lenders" means Barclays Bank PLC and HSBC Bank plc (and "Ancillary Lender" means either of them)

"Arrangers" means Barclays Capital, HSBC Bank plc, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or together)

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a borrower in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*)

"Company" means Galliford Try plc

"Facility Agent" means HSBC Bank plc as facility agent of the other Finance Parties

"Facility Agreement" means the facilities agreement dated 8 February 2007 between, amongst others, the Company, the Original Borrowers, the Original Guarantors, the Arrangers, the Security Agent and the Original Lenders

"Fee Letter" or "Fee Letters" means any letter or letters dated on or about the date of the Legal Charge between the Arrangers and the Company (or the Facility Agent and the Company) setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement

"Finance Documents" means the Facility Agreement, the Transaction Security Documents, the Mandate Letter, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Facility Agent and the Company.

"Finance Party" or "Finance Parties" means the Facility Agent, the Security Agent, the Issuing Bank, the Arrangers, a Lender and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender)

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Issuing Bank" means HSBC Bank plc as issuing bank

"Legal Charge" means a legal charge dated 9 March 2007 made by way of deed by Galliford Try plc (00836539), Galliford Try Services Limited (01306929), Galliford Try Properties Limited (00060572), Galliford Try Construction Limited (02472080), Galliford Try Investments Limited (05047034), Galliford Try Homes Limited (03158857), Galliford Try Partnerships Limited (00800384), Rock & Alluvium Limited (01795468), Pentland Limited (04257636), Stamford Homes Limited (00409955), Midas Homes Limited (02714200), Morrison Construction Limited (SC055775), Morrison Highway Maintenance Limited (04172749), Gerald Wood Homes Limited (03586768), Chartdale Homes Limited (01938208), Galliford Brick Factors Limited (00451055), Chartdale Limited (01792431), Try Group Limited (01989257), Try Accord Limited (01894256); Try Construction Limited (01983966), Try Homes Limited (01108676), Questsun Limited (02256197), Chancery Court Business Centre Limited (02461530); Galliford Try Plant Limited (05860430), Galliford Try Employment Limited (02252941), AWG Shelf 9 Limited (04530735), and Redplay Limited (04358567) as chargors in favour of HSBC Bank plc as the agent and trustee for each of the Finance Parties

"Lender" means (a) any Original Lender and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the Facility Agreement

"Mandate Letter" means the letter dated 30 January 2007 between the Arrangers, the Company and others

"Obligor" means a Borrower or Guarantor under the Facility Agreement

"Original Borrowers" means Galliford Try plc, Galliford Try Services Limited, Galliford Try Properties Limited, Galliford Try Construction Limited, Galliford Try Investments Limited, Galliford Try Homes Limited, Galliford Try Partnerships Limited, Rock & Alluvium Limited, Pentland Limited, Stamford Homes Limited, Midas Homes Limited, Morrison Construction Limited, Morrison Highway Maintenance Limited, Gerald Wood Homes Limited, Chartdale Homes Limited, Galliford Brick Factors Limited, Chartdale Limited, Try Group Limited, Try Accord Limited, Try Construction Limited, Try Homes Limited, Chancery Court Business Centre Limited, Questsun Limited, Galliford Try Plant Limited and Galliford Try Employment Limited, or, when referred to in the singular, the applicable individual original borrower out of the Original Borrowers

"Original Guarantors" means Galliford Try plc, Galliford Try Services Limited, Galliford Try Properties Limited, Galliford Try Construction Limited, Galliford Try Investments Limited, Galliford Try Homes Limited, Galliford Try Partnerships Limited, Rock & Alluvium Limited, Pentland Limited, Stamford Homes Limited, Midas Homes Limited, Morrison Construction Limited, Morrison Highway Maintenance Limited, Gerald Wood Homes Limited, Chartdale Homes Limited, Galliford Brick Factors Limited, Chartdale Limited, Try Group Limited, Try Accord Limited, Try Construction Limited, Try Homes Limited, Chancery Court Business Centre Limited, Questsun Limited, Galliford Try Plant Limited, Galliford Try Employment Limited, AWG Shelf 9 Limited and Redplay Limited, or, when referred to in the singular, the applicable individual original guarantor out of the Original Guarantors

"Original Lenders" means Barclays Bank PLC, HSBC Bank plc, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc or, when referred to in the singular, the applicable individual original lender out of the Original Lenders

"Party" means a party to the Facility Agreement

"Resignation Letter" means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facility Agreement.

"Security" means a mortgage, legal charge over property, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Subsidiary" or "Subsidiaries" means a subsidiary within the meaning of section 736 of the Companies Act 1985

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 2 (*Conditions Precedent*) of Part IB of Schedule 2 of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets (owned now or in the future) in respect of the obligations of any of the Obligors under any of the Finance Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2714200
CHARGE NO. 111**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 1 JULY 2010 AND CREATED BY MIDAS HOMES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES (OR
ANY OF THEM) 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
6 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JULY 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES