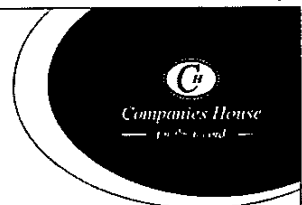


MG01

Particulars of a mortgage or charge

1 065781 26



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  
company. To do this, please  
use form MG01s

WEDNESDAY



\*A830TXQP\*

A42

21/09/2011

169

COMPANIES HOUSE

1 Company details

Company number 03215228

Company name in full Gladedale Holdings Limited (the "Chargor")

15 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 14/09/2011

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 Shares Pledge dated 14 September 2011 between (1) the Chargor and (2) Bank of Scotland  
plc (as "Security Agent")

4 Amount secured

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

Amount secured

(i) All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or in any other  
capacity whatsoever) of each Residential Obligor to any Residential  
Secured Party under any Residential Finance Document, and

(ii) (up to and until the occurrence of a Decoupling Event) all present  
and future obligations and liabilities (whether actual or contingent and  
whether owed jointly or severally or in any other capacity whatsoever)  
of each Commercial Obligor to any Commercial Secured Party under  
any Commercial Finance Document

Please see attached continuation sheet for definitions

Continuation page

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

MG01

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

Name Bank of Scotland plc as agent and trustee for the Secured Parties

Address (pursuant to the Intercreditor Agreement) (the "Security Agent") of

The Mound, Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

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

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

Nine hundred and ninety nine (999) ordinary shares of one pound (£1 00) in Castlegait Homes Limited (company registration number SC038429) and all other stocks, shares or securities (if any) which are delivered to the Security Agent to be held subject to the terms and conditions of the Shares Pledge

# MG01

## Particulars of a mortgage or charge

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### 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

None

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

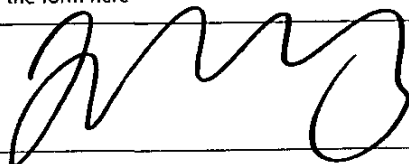
### Signature

Please sign the form here

Signature

Signature

X



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 Jonathan Eves

Company name Burges Salmon LLP

Address One Glass Wharf

Post town Bristol

County/Region

Postcode B S 2 0 Z X

Country

DX 7829 Bristol

Telephone 0117 939 2000



### 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)

This is the continuation sheet referred to in the foregoing Form MG01 relative to a Shares Pledge by Gladedale Holdings Limited in favour of Bank of Scotland plc, as agent and trustee for the Secured Parties dated 2011

**Definitions:**

<b>Commercial Facility Agreement</b>	means the facilities agreement dated 1 September 2009 and made between, amongst others, the Parent, Gladedale Commercial Group Limited as borrower, the Original Guarantors under and as defined therein, Bank of Scotland plc as the arranger, Bank of Scotland plc as security agent and the persons named in the that facilities agreement as Lenders
<b>Commercial Finance Documents</b>	means the Finance Documents under and as defined in the Commercial Facility Agreement
<b>Commercial Obligors</b>	means the Obligors under and as defined in the Commercial Facility Agreement
<b>Commercial Secured Parties</b>	means the Secured Parties under and as defined in the Commercial Facility Agreement (and <b>Commercial Secured Party</b> shall be construed accordingly)
<b>Decoupling Event</b>	means the giving of notice by the Security Agent to the Parent pursuant to Clause 3 of the Intercreditor Agreement
<b>Facility Agent</b>	means Bank of Scotland plc as facility agent for the lenders under the Residential Facilities Agreement
<b>Intercreditor Agreement</b>	means the intercreditor agreement dated 1 September 2009 and made between (amongst others) the Parent, the Security Agent and the Facility Agent
<b>Parent</b>	Gladedale Group Holdings Limited (Company Number 6986776) (formerly known as Terret Group Limited having changed its name to conform to Certificate of Change of Name dated 22 December 2009)
<b>Pledged Assets</b>	means the Shares which are to be transferred, or which have been transferred, to the Security Agent or its nominees, and all other stocks, shares or securities (if any) which are hereafter transferred or delivered to the Security Agent to be held subject to the terms and conditions of the Pledge

<b>Residential Facilities Agreement</b>	means the facilities agreement dated 1 September 2009 and made between, amongst others, the Parent, Gladedale Residential Group Limited as borrower, Bank of Scotland plc as the arranger, Bank of Scotland plc as security agent and the persons named in the that facility agreement as Lenders
<b>Residential Finance Documents</b>	means the Finance Documents under and as defined in the Residential Facilities Agreement
<b>Residential Obligors</b>	means the Obligors under and as defined in the Residential Facilities Agreement
<b>Residential Secured Parties</b>	means the Secured Parties under and as defined in the Residential Facilities Agreement (and <b>Residential Secured Party</b> shall be construed accordingly)
<b>Shares</b>	Means the nine hundred and ninety nine (999) ordinary shares of £1 each in Castlegait Homes Limited (company registration number SC038429)



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

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

**COMPANY NO. 3215228  
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE DATED 14  
SEPTEMBER 2011 AND CREATED BY GLADEDAL HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE EACH RESIDENTIAL OBLIGOR TO ANY RESIDENTIAL  
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 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 SEPTEMBER  
2011

