

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

138407152  
**395**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

15

04351332

Name of company

\* Gorse Stacks Development Limited (the "Assignor")

Date of creation of the charge

23rd day of September 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Security assignment in respect of a building contract dated 23rd September 2008 and made between (1) the Assignor and (2) National Westminster Bank Plc (the "Lender") (the "Assignment")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations now or at any time due, owing, or incurred in any manner whatsoever to the Lender by the Assignor, whether pursuant to the Agreement or otherwise and whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated and including interest, commission and other lawful charges and reasonable expenses which the Lender may in the course of its business charge in respect of any facilities or accommodation or service provided by the Lender or for the Assignor's account and on a full indemnity basis all costs and expenses incurred by the Lender in relation to the Agreement and all costs and expenses incurred by the Lender in relation to the protection and enforcement of its rights under the Agreement (the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

National Westminster Bank Plc  
135 Bishopsgate  
London

Postcode EC2M 3UR

Presenter's name address and reference (if any)

Halliwell's LLP  
The Plaza  
100 Old Hall Street  
Liverpool  
L3 9TD

Ref RGC/APL/ROY3 22

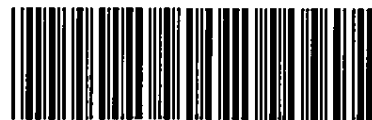
Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



A08

\*A4FLD3RL\*

07/10/2008

293

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see addendum 4/4

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed Hallowells LLP

Date 6/10/09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\*insert full name  
of Company

\* Gorse Stacks Development Limited (the "Assignor")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- 1 The Assignor assigns to the Lender by way of security for the payment and performance of the Secured Liabilities all its title, rights and interest in.
  - 1.1 the Building Contract and all rights and benefits of whatever nature accruing to the Assignor at any time under and/or pursuant to the Building Contract (including, without limitation, any rights to payments or to bring claims or proceedings against any person in connection therewith);
  - 1.2 the proceeds of any claims, damages, awards and/or judgments which are or which may be received or receivable by the Assignor under and/or pursuant to the Building Contract, and
  - 1.3 all agreements, contracts, deeds, undertakings, guarantee, warranties and other documents at any time in existence under or in relation to the Building Contract.
- 2 The Assignment contains a covenant given by the Assignor in favour of the Lender that during the Security Period the Assignor shall not:
  - 2.1 create or permit to subsist any charge, lien or other encumbrance or other security of whatsoever nature on any Security Asset; or
  - 2.2 assign or otherwise transfer all or part of its title, rights and interest in all or part of the benefits to accrue to it under and/or pursuant to the Building Contract to any third party

For the purposes of this Form 395 the terms below shall be ascribed the following meanings:

**"Agreed Plans"** means the detailed architect's drawings and building specifications for the Development in form and content acceptable to the Lender;

**"Agreement"** means the facility agreement dated 31<sup>st</sup> January 2007 as entered into between (1) The Royal Bank of Scotland plc as agent for the Lender and (2) the Assignor;

**"Building Agreement"** means the JCT Standard form of Building Contract 1998 edition including the Schedule of Amendments dated the same date entered into between (1) the Assignor and (2) the Contractor on 28 November 2007 in connection with the Development;

Name of company

\*insert full name  
of Company

\* Gorse Stacks Development Limited (the "Assignor")

**"Car Park"** means 484 underground car park spaces at the Site I Property;

**"Commercial Space"** means approximately 2,630 square metres of ground floor commercial space at the Site I Property;

**"Contractor"** means Watkin Jones & Son Limited (company number 02539870) whose registered office is at Llandygai Industrial Estates, Bangor, Gwynedd, LL5Y 4YH;

**"Development"** means the Site I Development and Site III Development;

**"Security Asset"** means all assets of the Assignor the subject of any security created by or pursuant to the Assignment (and includes without limitation the Assignor's interest in and to the Building Contract;

**"Security Period"** means the period beginning 23<sup>rd</sup> September 2008 and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full;

**"Site I Development"** means the development of the Car Park, the Units and the Commercial Space in accordance with the Agreed Plans,

**"Site I Property"** means the land and buildings known as Site I, Gorse Stacks Development, Chester, Cheshire;

**"Site III Development"** means the development of the Social Housing Units at the Site III Property;

**"Site III Property"** means the land and buildings know as Site III, Gorse Stacks Development, Chester, Cheshire,

**"Social Housing Units"** means 52 social housing units at the Site III Property, and

**"Units"** means all 133 residential units on Site I Property



**FILE COPY**

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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 4351332  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
23 SEPTEMBER 2008 AND CREATED BY GORSE STACKS  
DEVELOPMENT LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO NATIONAL  
WESTMINSTER BANK PLC UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 7 OCTOBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES