In accordance with Section 872(1)(a) of the Companies Act 2006

MG02

Statement of satisfaction in full or in part of mortgage or charge

Companies House — for the record

FRIDAY

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A22 26/04/2013 #254
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge

✗ **What this form is NOT for**
You cannot use this form to a statement of satisfaction or in part of a fixed charge company registered in Scot do this, please use form MG02s

1 Company details

For official use 12

Company number	4 8 2 5 1 1 9
Company name in full	Edenstone Developments Limited

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Creation of charge

Date charge created	0 5 0 4 2 0 1 2
Description ❶	Legal Charge
Date of registration ❷	1 4 0 4 2 0 1 2

❶ You should give a description of the instrument (if any) creating or evidencing the charge, e g 'Legal charge'

❷ The date of registration may be confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name	Bank of Scotland plc
Address	The Mound
	Edinburgh
Postcode	E H 1 1 Y Z
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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

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4 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

The Property

Please see Paper Apart for definitions and full description of the Property

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ❶

☑ In full
☐ In part

❶ Please tick one box only

6 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

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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 The contact information you give will be visible to searchers of the public record

Contact name Stuart Rodden

Company name c/o Le Gros Solicitors LLP

Address James William House, 9 Museum Place

Post town Cardiff

County/Region

Postcode C F 1 0 3 B D

Country

DX

Telephone 029 20368575

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 completed the charge details in Section 2
- ☐ You have the completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

Important information

Please note that all information on this form will appear on the public record

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
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

This is the Paper Apart to Form MG01 in connection with a Legal Charge by Edenstone Developments Limited in favour of Bank of Scotland plc dated 5 April 2012

PART 1 - DEFINITIONS

In this Form MG01, unless the context requires

"**BoS**" means Bank of Scotland plc and also any person

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

"**Borrower**" means Edenstone Developments Limited, a company incorporated in England (Company Registration No 4825119), whose registered office is at Priory House, Priory Street, Usk Monmouthshire NP15 1BJ and as defined in the Conditions means any and every person who is referred to in the Charge as the Borrower and also:

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

"**Charge**" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to BoS

"**Conditions**" means BoS's Commercial Charge Conditions (2007 Edition)

"**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, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by BoS or the Receiver of their powers under the Conditions,
(iii) any costs, charges and expenses incurred by 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 Conditions) with the Property,

together with Value Added Tax upon such sums where appropriate

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

"**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
(ii) any person to whom the Owner's interest 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

"**Property**" means the freehold property known as Plots 28-43 (inclusive) Phase 2 (parcel 16A), Coopers Edge, Brockworth, Gloucester more particularly described and shown edged blue on the plan annexed to the Transfer dated on or about the date hereof and made between (1) Bromford Housing Association Limited and (2) the Borrower being part of the land registered at the Land Registry under

Title Number GR318964 and as defined in the Conditions means the freehold or leasehold property charged to BoS by the Charge as security for the repayment of the Secured Liabilities together with any other assets or rights charged by 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

"**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

"**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 whasoever manner to 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 BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them

PART 2 - FULL DESCRIPTION OF PROPERTY CHARGED

(i) 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,

(ii) By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,

(iii) 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 legal charge,

(iv) By way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,

(v) 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 legal charge, and

(vi) By way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the legal charge on or used in connection with the Property or the business or undertaking conducted at the Property