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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

131

06054459

Name of company

* Cookson Homes WG2 Limited (the "Chargor")

Date of creation of the charge

24 April 2009

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

Please refer to Schedule 1 attached

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

Sandstone Trading Limited (in administration) (company number: 04961459)
acting by its joint administrators Howard Smith & Richard Fleming of KPMG
LLP, 1 The Embankment, Neville St, Leeds (the "Chargee")

Postcode LS1 4DW

Presenter's name address and
reference (if any):

Walker Morris Solicitors
Kings Court
12 King Street
Leeds
LS1 2HL

NNA/RDR/KPM 1-196

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



A87 *AOZRX9GA* 129
30/04/2009
COMPANIES HOUSE

515633/13

395

Short particulars of all the property mortgaged or charged

Please refer to Schedule 2 attached

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

29 April 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as
appropriate

- 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

* Cookson Homes WG2 Limited (the "Chargor")

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)

SCHEDULE 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The terms defined in appendix 1 attached hereto have the same meanings given to them in that appendix unless otherwise defined herein.

- 1 The Chargor covenants with the Chargee to pay and discharge on the due date or dates for payment and discharge or in the absence of any such date subject to the occurrence of an Enforcement Event forthwith upon any demand made by the Chargee:
 - 1.1 all monies and liabilities whether principal, interest or otherwise which now are or, at any time after the date of the Charge, may become due, owing or incurred to the Chargee by the Chargor either alone or jointly with any other person or company on any account whether current or otherwise and in whatever currency denominated and all other liabilities whatsoever of the Chargor to the Chargee whether actual or contingent and whether as principal debtor, guarantor, surety or otherwise; and
 - 1.2 all costs, charges, expenses and other sums whatsoever (including without prejudice to the generality of the foregoing any legal and other professional costs, charges and expenses including VAT) on a full and unqualified indemnity basis howsoever incurred or to be incurred by the Chargee or by or through any receiver, attorney, delegate, sub-delegate, substitute or agent of the Chargee or the Chargor (including without limitation the remuneration of any of them) for any of the purposes referred to in this deed or otherwise howsoever in relation to the Charged Assets and all other costs, charges and expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation, preparation, completion, protection, realisation, enforcement of, or the collection or recovery of any monies from time to time owing under such Security (or any security collateral or supplemental thereto) or in insuring, inspecting, repairing, maintaining, completing, managing, letting, realising or exercising any other power, authority or discretion in relation to the Charged Assets.

- 2 All payments by the Chargor shall be made in full, without any set-off or counterclaim whatsoever and free from any deductions and withholdings, in sterling and in immediately available funds on the due date.
- 3 If a payment is due on a day which is not a Business Day, the due date for payment shall instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- 4 The total amount recoverable under the Charge shall not exceed the principal sum of £386,963.96.

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The terms defined in appendix 1 attached hereto shall have the same meanings given to them in that appendix unless otherwise defined herein.

- 1 The Chargor, as a continuing security for the payment and discharge of the Secured Liabilities and in the manner specified at 3 below, charges to the Chargee:
 - 1.1 by way of legal mortgage the freehold land being Whitley Willows, Lepton, Huddersfield, HD8 0NH registered at the Land Registry with title number WYK11659 (the Property);
 - 1.2 by way of assignment the proceeds of any Disposal in respect of the Charged Assets, the proceeds of any claim made under any insurance policy relating to the Charged Assets and all deeds and documents from time to time relating to the same and all the proceeds of any insurance from time to time affecting the Charged Assets;
 - 1.3 by way of assignment the Property Rights;
 - 1.4 by way of fixed charge the plant, equipment and goods listed in Part II of the Schedule to the Charge (of which there were none listed at the date of the Charge) and any other plant and machinery which may from time to time be erected on or affixed to the Property;
 - 1.5 by way of floating charge all unattached furniture, furnishings equipment, tools and other chattels of the Chargor now and in the future at the Property and not regularly disposed of in the ordinary course of business; and
 - 1.6 by way of assignment all the Goodwill and the Intellectual Property Rights.
- 2 The Chargee shall be entitled at any time by notice in writing to the Chargor to convert any of the floating charges into fixed charges as regards any assets specified in the notice.
- 3 Every Disposition effected by the Charge is made with full title guarantee. The other terms of the Charge do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of

Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

4 NEGATIVE PLEDGE

4.1 The Chargor shall not during the Security Period without the prior consent in writing of the Chargee:

- create or permit to arise any Security on the Charged Assets whether ranking before, pari passu with or after this Charge;
- grant or agree to grant any lease, agreement for lease or licence in respect of the Charged Assets, or part with or share possession of the Charged Assets or grant any legal or equitable interest in or right over the Charged Assets;
- accept any surrender of any lease, agreement for lease or licence of the Charged Assets;
- vary the terms of any lease, agreement for lease or licence of the Charged Assets;
- make any Disposition of the Charged Assets or any estate or interest in the Charged Assets

5 INSURANCE

The Chargor covenants with the Chargee during the Security Period to:

- 5.1 keep such of the Charged Assets as are insurable insured with the interest of the Chargee endorsed or noted on the policies in such manner as the Chargee may require against loss or damage by fire and such other risks as the Chargee shall from time to time require to the full reinstatement value thereof (together with additional amounts estimated as sufficient to cover architects' and surveyors' fees and the costs of demolition site clearance and shoring up (including VAT)) or as the Chargee may decide with such insurance office or underwriters as may from time to time be approved by the Chargee in writing and the Chargor shall maintain such other insurances as are normally maintained by a prudent company carrying on a similar business;

- 5.2 to punctually pay all premiums and other monies necessary for keeping the insurances mentioned in clause 5.1 above in force and, on demand, lodge the policies and receipts for such payments with the Chargee. Upon default of the same the Chargee may (but shall not be obliged to) take out or renew such insurances in such sums as the Chargee may think expedient and all monies expended by the Chargee under this clause 5.2 shall be deemed to be properly paid by the Chargee;
- 5.3 to apply all monies which may at any time be received or receivable under any insurances (whether effected by the Chargor or the Chargee and whether or not effected in pursuance to the covenants in this clause) in replacing, restoring or reinstating the Charged Assets in respect of which the monies were received or, if so required by the Chargee, towards the discharge of the Secured Liabilities; and
- 5.4 to comply with the terms and conditions of any policy of insurance and not to do or omit to do anything whereby any such insurance may become void or voidable in whole or in part.

Note.

1. The Chargee may transfer all or any of its rights under the Charge
2. The Charge gives the Chargee the right to appoint a Receiver.
3. The Charge contains a power of attorney.

APPENDIX 1

DEFINITIONS

Business means the business carried on by the Chargor whether from the Property or elsewhere;

Charged Assets means all property, assets and rights of the Chargor charged by the Charge;

Disposal includes any charge, sale (whether subject to the Charge or otherwise), lease, sub-lease, assignment or transfer, or any agreement to enter into any of the foregoing, the grant of an option or similar right, the creation of a trust or other equitable interest in favour of a third party and a sharing or parting with possession or occupation whether by way of licence or otherwise and **Dispose** and **Disposition** shall be construed accordingly;

Enforcement Event means each of the following events;

- Any breach by the Chargor of any of the terms of the Charge.
- The Chargor takes any corporate action for or other formal steps are taken or legal or other proceedings started or a petition is presented for its winding up, administration, dissolution or reorganisation (other than for the purposes of a bona fide solvent scheme of reconstruction previously approved in writing by the Chargor) or for the appointment of a provisional liquidator, receiver, administrator, trustee or similar officer of all or any material part of its assets.
- A moratorium in respect of all or any of the debts of the Chargor or a composition or arrangement, readjustment or rescheduling with all or any class of creditors of the Chargor is proposed, agreed, applied for, ordered or declared.
- A Receiver or Administrative Receiver is appointed in respect of the Chargor or in respect of all or any material part of its assets or if any security over all or any material part of the Chargor's undertaking, assets, rights or remedies become enforceable or any step is taken to enforce that security.

- The Chargor is or becomes or admits in writing its inability to pay its debts as they fall due or its assets are less than its liabilities, taking into account its contingent and prospective liabilities.
- Any distress, execution, attachment or other process is carried out or otherwise affects any assets of the Chargor and is not discharged within three days.
- The Chargor ceases or threatens to cease to carry on all or any substantial part of its business.
- Any assets of the Chargor are compulsorily acquired and such acquisition has, or is likely to have, a Material Adverse Effect.
- Any event occurs in relation to the Chargor in any jurisdiction to which it or any of its assets or undertaking is subject which corresponds (whether in specie or as to its effects) in that jurisdiction to any of those mentioned above.
- There occurs any other event or series of events whether related or not (including without limitation any material adverse change in the business, assets or financial condition of the Chargor) which the Chargee and the Administrators bona fide and reasonably consider likely to be materially adverse to the ability of the Chargor to comply in any material respect with any covenants in the Charge.

Fixtures means all assets of whatever nature apart from land and buildings forming part of the Property;

Goodwill means the present and future goodwill of the Business;

Intellectual Property Rights means rights of any description in any country (whether registered or registrable or not) and applications and rights to apply for registration in and to patents, trade and service marks and all goodwill associated therewith, registered designs, design rights, copyright, database right, trade names, business names, inventions, discoveries, improvements, processes, techniques, trade secrets, know-how and confidential information and all similar and/or equivalent rights, including all rights under any agreements to use any of the above, licences and permissions relating thereto and pending applications for registration or recording thereof;

Property means Whitley Willows, Lepton, Huddersfield, HD8 0NH (title number WYK11659) together with all buildings thereon and all Fixtures subject to and with the benefit of all rights, easements, covenants, restrictions, stipulations, agreements, declarations and other matters affecting and/or benefiting the same;

Property Rights means any guarantees relating to the Property, any share or membership rights in a residents' association or management company relating to the Property and any other benefit or right of any kind relating to the Property its construction use or title;

Receiver includes a receiver (whether or not an administrative receiver), a receiver and manager and a manager;

Secured Liabilities means all monies, obligations and liabilities, whether actual or contingent, now or hereafter due, to the Chargee and which are owed or have been incurred by Chargor, in whatever currency denominated subject to a maximum aggregate amount of £386,963.96, under clause **Error! Reference source not found.** of this deed or under any other provision of this deed and references to the Secured Liabilities include references to any of them;

Security means any mortgage, charge, pledge, lien, rights of set off, guarantee, or any other security whatsoever;

Security Period means the period beginning on the date of this deed and ending on the date on which the Chargee is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and the security hereby created has been unconditionally and irrevocably released and discharged and that no further Secured Liabilities are capable of arising.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6054459
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 24 APRIL
2009 AND CREATED BY COOKSON HOMES WG2 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SANDSTONE TRADING LIMITED (IN
ADMINISTRATION) ON ANY ACCOUNT WHATSOEVER 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 30 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES