

MG01

Particulars of a mortgage or charge

✓ 02771/13

Oyez

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 company. To do this, please
use form MG01s

TUESDAY



LD3

03/05/2011

COMPANIES HOUSE

For official use

1 Company details

Company number 0 7 4 4 4 1 8 0
Company name in full Emerald Shared Equity Limited

► 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 d 1 d 8 m 0 m 4 y 2 y 0 y 1 y 1

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 fixed and floating charge dated 18 April 2011 and made between Emerald
Shared Equity Limited (the **Chargor**), McInerney Homes Limited (in
administration) (the **Company**) and Richard Heis, Paul Nicholas Dumbell and
Brian Green as joint administrators of the Company (the **Joint
Administrators**) (the **Security Agreement**)

4 Amount secured

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

Amount secured Any and all present and future sums, liabilities
and obligations (actual or contingent whether owed
solely or jointly with any other person and whether
as principal or surety) owing, payable or incurred
by the Chargor to the Company in any currency under
the Shared Equity Documents

All capitalised terms used shall have the meaning
given to them in the attached continuation pages
unless defined elsewhere in this Form MG01

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	
Name	McInerney Homes Limited (in administration)
Address	KPMG LLP, St James' Square
	Manchester
Postcode	M 2 6 D S
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	
Short particulars	<p>1 FIXED CHARGE</p> <p>1 1 Under the Security Agreement, the Chargor charged by way of first fixed charge all of its rights, title and interest from time to time in and to the MHL Account</p> <p>2 FLOATING CHARGE</p> <p>2 1 Under the Security Agreement, the Chargor charged by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located The floating charge so created is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 of the Insolvency Act 1986</p> <p>3 NEGATIVE PLEDGE</p> <p>3 1 The Security Agreement contains a negative pledge which states that, subject to and save as otherwise permitted in the Transaction Documents, the Chargor may not create or permit to subsist any Security Interest on any of the Security Assets except for any Security Interest created pursuant to the Security Agreement and the Miller Security Interest</p> <p>(Please see continuation page for further details of short particulars)</p>

Continuation page

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

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 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 Freshfields Bruckhaus Deringer LLP 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

Kathryn Bruce

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



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 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

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4 FURTHER ASSURANCES

4 1 Under the Security Agreement, the Chargor has provided further assurances that it shall, at its own expense, take whatever action the Company or a Receiver may reasonably require or consider expedient for

- (a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement,
- (b) facilitating the realisation of any Security Asset on and after the occurrence of an Enforcement Event,
- (c) creating and perfecting security in favour of the Company over the assets of the Chargor located in any jurisdiction outside England and Wales, or
- (d) facilitating the exercise of any right, power or discretion exercisable by the Company or any Receiver in respect of any Security Asset

4 2 The actions contemplated in paragraph 4 1 above expressly include the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Company or to its nominee and the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Company may think expedient

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Defined terms

Assignment Agreement means the agreement dated 18 April 2011 between the Company and the Chargor in relation to the transfer of the MHL Shared Equity Agreements;

Development Management Agreement means the agreement dated 4 April 2011 between the Company (1), Miller Homes Limited (2), and The Miller Group Limited (3) in relation to the provision by Miller Homes Limited of certain development management services, as amended, varied or supplemented from time to time,

Enforcement Event means the breach by the Chargor of any of the provisions of the Shared Equity Documents,

MHL Account means a bank account held with Bank of Scotland plc in the name of the Chargor with account number 06166837 and sort code 80-20-00, over which security has been created pursuant to the Security Agreement,

MHL Shared Equity Agreement means a shared equity agreement entered into by the Company on or before 18 April 2011 and which has been transferred to the Chargor pursuant to the Assignment Agreement, and includes, where the context so permits, the legal charges or other security entered into pursuant to such shared equity agreement.

Miller Security Interest means any Security Interest created under or pursuant to the security agreement dated 18 April 2011 between the Chargor and Ludgate Hill Developments Limited;

Old Shared Equity Agreement means the agreement dated 18 April 2011 between the Chargor, the Company, the Joint Administrators and The Miller Group Limited in relation to the management of MHL Shared Equity Agreements and the application of any proceeds derived therefrom,

Receiver means a receiver and manager or other receiver appointed under the Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver,

Security Assets means all the assets and undertaking of the Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement,

Security Interest means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement trust or arrangement (including a right of set-off or contribution) having a similar effect,

Shared Equity Documents means the Assignment Agreement and the Old Shared Equity Agreement,

Transaction Documents means the Development Management Agreement and the Shared Equity Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7444180
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 18
APRIL 2011 AND CREATED BY EMERALD SHARED EQUITY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO MCINERNEY HOMES 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 25 OF THE COMPANIES ACT
2006 ON THE 3 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MAY 2011

