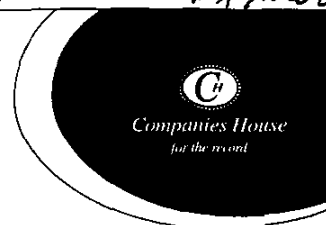


MG01

Particulars of a mortgage or charge

013634/26x2 even payment



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 Scottish  
company. To do this, please use  
form MG01s

FRIDAY



SCT

20/07/2012

#285

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 7 9 7 0 6 7 2	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	Steedland Limited (the "Company")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d 18 m 07 y 2 y 0 y 1 y 2	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Debenture (the "Debenture")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All present and future obligations and liabilities of the Company to the Lender, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Lender (the "Secured Liabilities")	<b>Continuation page</b> 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

**Continuation page**

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

Name PPG Land Limited (the "Lender")

Address 10 Charlotte Square, Edinburgh, EH2 4DR

Postcode E H 2 4 D R

Name

Address

Postcode

**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

**1 Fixed Charge (Land)**

The Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Lender by way of fixed charge any and all estates or interests in any freehold, leasehold or other immovable property now or after the date of the Debenture belonging to it wherever situated and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or after the date of the Debenture on all such property and all improvements and additions to those and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties, guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions of the Debenture) but otherwise free from any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**2 Fixed Charge (Other Assets)**

The Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities hereby charges in favour of the Lender by way of first fixed charge -

2 1 all the goodwill and uncalled capital both present and future of the Company (including future calls whether made by the directors of the Company or by a receiver, administrative receiver, administrator or liquidator),

2 2 so far as chargeable, all plant, machinery, vehicles, computers and office and other equipment of the Company and all related spare parts, equipment, tools and fuel (excluding stock in trade) and all patents, trade marks, trade and business names, service marks, registered designs, design rights, database rights and copyrights (including any applications to any register) both present and future of the Company together with all trade secrets and know-how, confidential or proprietary knowledge and information and all other intellectual property rights now or after the date of the Debenture owned by the Company in any country, together, in each and every case, with the benefit of any licences or other agreements relating to the use or exploitation of rights of any such nature owned by the Company

(continued)

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

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 866)

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 870) 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 *L. Higgins*

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 Euan Hutcheon

Company name HBJ Gateley

Address Exchange Tower

19 Canning Street

Post town Edinburgh

County/Region

Postcode E H 3 8 E H

Country

DX

Telephone 0131 222 2400



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

# 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

2 3 all book and other debts now or at any time during the continuance of the security created by the Debenture due or owing to the Company and all balances now or after the date of the Debenture standing to the credit of any account of the Company with any branch or office of the Lender or any other financial institution,

2 4 so far as chargeable, all the benefit of and rights under or in respect of all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to or vested in or novated or assigned to the Company (including any contract for sale of or other dealing with any of the assets charged by the Debenture),

2 5 all rights, titles and interest of the Company to and in the proceeds of all present or future Insurances (as hereinafter defined) (including any rights of subrogation arising from such Insurances),

2 6 all rights to which the Company or its liquidator or administrator is now or may hereafter become entitled in respect of the proceeds of any order of a competent court made pursuant to Sections 214, 238(3) 239(3) or 423(2) of the Insolvency Act 1986,

2 7 all the Company's present and future rights to recover any value added tax on any supplies made to it and any sum so recovered,

2 8 all the proceeds of any payment of any claim, award, judgement, sum or damages payable to the Company and all the Company's rights and remedies in existence now or after the date of the Debenture arising in respect of those, and

2 9 all rental income, licence fees and any other such income and all the proceeds of sale or other disposal of any property now or after the date of the Debenture owned by the Company and all right, title and interest to and in the same and all the benefit of the same and the right to make demand for and receive the same

#### 3 Floating Charge

The Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities hereby charges in favour of the Lender by way of a first floating charge all the undertaking and assets of the Company whatsoever and wheresoever situated both present and future including, but not limited to, its uncalled capital for the time being, its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland, together with, (if and insofar as the charges on its undertaking and assets created in the Debenture may for any reason be ineffective as fixed charges or if and insofar as such fixed charges shall for any reason be released) all of the property, assets and rights described in (1) and (2) above (under the headings Fixed Charge (Land) and Fixed Charge (Other Assets), respectively), but so that the Company is not to be at liberty to create any mortgage or charge or other Security (as hereinafter defined) on or over, and so that no lien shall in any case or in any manner arise on or affect any part of, its undertaking and assets either in priority to or pari passu with the charge created by the Debenture and further that the Company shall have no power to part with or dispose of any part of such undertaking and assets without the prior written consent of the Lender

(see further continuation sheet for definitions of defined terms)

## 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	<p>"Insurances" means the Company's interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Company in connection with the Secured Assets (as hereinafter defined)</p> <p>"Secured Assets" means the property, rights, assets and income of the Company charged to the Lender (whether by way of fixed or floating charge) by the Debenture and each and every part of those and shall, where the context admits or requires, include either the whole or any part of those</p> <p>"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	



**FILE COPY**

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

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

**COMPANY NO. 7970672  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 JULY 2012  
AND CREATED BY STEEDLAND LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
PPG LAND LIMITED ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 20 JULY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2012**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**