

MR01

Particulars of a charge

130744/13

Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page.

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MRC

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**

FRIDAY



LD4 \*L3L4EMP7\* #110  
COMPANIES HOUSE

**1 Company details**

Company number S C 1 9 2 4 8 2  
Company name in full SANTON GROUP DEVELOPMENTS LIMITED

332 For official use  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d1 d7 m1 m1 y2 y0 y1 y4

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name HSBC BANK PLC (and its successors in title and  
permitted transferees)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

MR01

Particulars of a charge

**4** Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The freehold land at Chester Road, Stretford, registered at the Land Registry with the title number MAN223482 specified in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

**5** Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

**6** Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

**7** Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

**8** Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

**9** Signature

Please sign the form here.

Signature

Signature

X Linklaters LLP X

This form must be signed by a person with an interest in the charge.

**MR01****Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Jankee Gohil

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX

Telephone 0207 456 5757

**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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**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 filed on paper.**

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](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)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 192482

Charge code: SC19 2482 0332

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th November 2014 and created by SANTON GROUP DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st November 2014.

Given at Companies House, Edinburgh on 28th November 2014



**Companies House**



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

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.  
Linklaters LLP.

Dated 17 November 2014

SANTON GROUP DEVELOPMENTS LIMITED

and

HSBC BANK PLC

## SUPPLEMENTAL DEED

relating to

land at Chester Road, Stretford

### Linklaters

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Telephone (+44) 20 7456 2000  
Facsimile (+44) 20 7456 2222

Ref Christopher Williams

THIS SUPPLEMENTAL DEED is made on the 17 day of November 2014

BETWEEN:

- (1) **SANTON GROUP DEVELOPMENTS LIMITED** (Company Number SC192482) whose registered office is at c/o DLA, Rutland Square, Edinburgh, Lothian EH1 2AA (hereinafter called the "Chargor"); and
- (2) **HSBC BANK PLC** whose registered office is at 8 Canada Square, London, E14 5HQ (the "Chargee" which expression shall include the successors in title and assigns of the Chargee)

and is SUPPLEMENTAL to a Deed (the "First Principal Deed") dated 15 January 2004 made between the Chargor and the Chargee, to a Supplemental Deed supplemental to the First Principal Deed dated 4 April 2005 made between the Chargor and the Chargee (the "Second Principal Deed"), to a Deed dated 16 August 2006 made between the Chargor and the Chargee (the "Third Principal Deed") and to a Deed dated 30 July 2010 made between the Chargor and the Chargee (the "Fourth Principal Deed", and together with the First Principal Deed, the Second Principal Deed and the Third Principal Deed, the "Principal Deeds").

Now this Supplemental Deed witnesses as follows:-

## 1 DEFINITIONS

All words and expressions defined in the Fourth Principal Deed shall have the same meanings where used in this Supplemental Deed.

## 2 CHARGE OF NEW PROPERTY

- 2.1 As security for the payment to the Chargee of the Liabilities, the Chargor with full title guarantee, and to the intent that the security created shall rank as a continuing security, hereby charges to the Chargee: (a) by way of legal mortgage those properties particulars of which are set out in the Schedule to this Supplemental Deed together with all buildings, erections and fixtures (including trade fixtures but excluding tenant's fixtures) and fixed plant and machinery for the time being thereon and all improvements and additions thereto and all easements, rights and licences appurtenant thereto, subject to and with the benefit of all existing leases, underleases, tenancies, agreements to lease, rights, covenants and conditions affecting the same but otherwise free from Security; and (b) assign absolutely the monies deposited (or to be deposited) today with the Chargee and from time to time deposited with the Chargee in each case on the terms set out in Security to the Principal Deeds; PROVIDED ALWAYS that the Chargee shall not, as a result of the charges pursuant to this Clause 2.1, become or be deemed to have become a mortgagee in possession or have imposed on it any of the liabilities as would be imposed on it were it a mortgagee in possession.
- 2.2 The Chargor agrees to promptly:
  - (a) apply to the Land Registry requesting a restriction in the form specified by the Chargee to be entered on the register of the title of each of the properties charged pursuant to Clause 2.1 above; and
  - (b) pay all appropriate registration fees,

or, if the Chargee gives notice to the Chargor that the Chargee will submit the relevant forms to the Land Registry, the Chargor shall promptly provide the Chargee with all duly completed forms reasonably requested by the Chargee and all appropriate registration fees.

### **3      PRINCIPAL DEEDS**

The Principal Deeds shall henceforth be read in conjunction with this Supplemental Deed and all terms thereof are deemed to be incorporated into this Supplemental Deed as if set out in full herein (with all necessary modifications).

### **4      GOVERNING LAW AND JURISDICTION**

- (a) This Supplemental Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute regarding the existence, validity or termination of this Supplemental Deed) (a "Dispute").
- (c) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (d) This Clause 4 is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings related to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof the parties hereto have executed this instrument as a Deed the day and year first before written.

**SCHEDULE  
PARTICULARS OF PROPERTY**

The freehold land at Chester Road, Stretford, registered at the Land Registry with title number MAN223482.



EXECUTED as a DEED by  
SANTON GROUP  
DEVELOPMENTS LIMITED  
acting by:

}

Director

*Sean Gray*  
Director/Secretary

EXECUTED as a DEED by  
JULIE PICKARD  
as duly authorised attorney for  
HSBC BANK PLC in the  
presence of

} [REDACTED]

[REDACTED]

Witness Name: JANE GREENWOOD

Address:

8 Canada Square  
London E14 5HQ

Occupation: BANKER