

MG01s

Particulars of a charge created by a company registered in Scotland



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 charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. If
this, please use form MG01.

FRIDAY



STXSOUOG

SCT

03/06/2011

913

COMPANIES HOUSE

1

Company details

Company number S C 2 2 2 3 4 0

Company name in full Scarborough Group Developments Limited (the "Chargor")

For official use 2 2

→ **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 2 0 0 5 2 0 1 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Debenture (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the charge.

Amount secured

All present and future indebtedness, moneys,
obligations and liabilities of each Obligor and the
Chargor to the Finance Parties under the Finance
Documents (including the Debenture), in whatever
currency denominated, whether actual or contingent
and whether owed jointly or severally or as
principal or as surety or in some other capacity,
including any liability in respect of any further
advances made under the Finance Documents, together
with all Expenses and all interest under Clause 2.2
(Interest) of the Debenture (the "**Secured
Liabilities**").

See continuation sheet for definitions.

ALL Sums Due...

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge

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 Bank of Scotland plc as security trustee for the

Address Finance Parties (the "Security Trustee")

The Mound, Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

See continuation sheet.

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ^①

Negative Pledge

The Chargor shall not create or extend or permit to arise or subsist any Security (as defined within the Facilities Agreement) over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clause 24.5 of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under the Facilities Agreement.

Restriction on Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than as expressly permitted under the Facilities Agreement.

Qualifying Floating Charge

The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to clause 4.1 (Creation of Floating Charges) of the Debenture.

^① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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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

None

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Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

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Signature ②

Please sign the form here.

Signature

Signature

X 

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS LLP

X

② Signature

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 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 HAFH/CEXM/BAN/13/4472

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region

Postcode

E	H	3		9	E	P
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Country United Kingdom

DX DX ED137 Edinburgh

Telephone 0131 228 7000



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 deed (if any) 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 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 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 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

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

1. Fixed Security

Charges

- 1.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as Trustee for the Finance Parties) by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (*Real Property*) below, other than the Excluded Assets).
- 1.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as Trustee for the Finance Parties) by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future:
 - 1.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 1.1 (*Charges*) above and the Excluded Assets);
 - 1.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - 1.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - 1.2.4 all Rental Income and any other amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
 - 1.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - 1.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
 - 1.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;

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Short particulars	<p>1.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));</p> <p>1.2.9 all Securities and their Related Rights;</p> <p>1.2.10 all of its goodwill and uncalled capital;</p> <p>1.2.11 all Intellectual Property;</p> <p>1.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;</p> <p>1.2.13 each of the Specified Contracts, together with:</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;</p> <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and</p> <p>(d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),</p> <p>including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.</p>	

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2. Floating Charge

Creation of Floating Charge

2.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance parties) by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 1 (*Fixed Security*) above.

Qualifying Floating Charge

2.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 2.1 (*Creation of Floating Charges*) above.

Conversion by Notice

2.3 The Security Trustee may by notice in writing at any time to the Chargor convert the floating charge created by pursuant to Clause 2.1 (*Creation of Floating Charge*) above with immediate effect into a fixed charge (either generally or specifically as regards any assets of the Chargor specified in the notice) if:

- 2.3.1 an Event of Default has occurred and is continuing; or
- 2.3.2 the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

Automatic Conversion

2.4 Notwithstanding Clause 2.3 (*Conversion by Notice*) above and without prejudice to any law which may have a similar effect, floating charge created by Clause 2.1 (*Creation of Floating Charge*) above will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 2.4.1 the Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Facilities Agreement);
- 2.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 2.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed in respect of the Chargor.

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Schedule 1

Real Property

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the
Chargor is registered as the proprietor at the Land Registry)

Premises at:

County/District

Registered at The Land
Registry under Title
No:

Part 2 - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered
at the Land Registry of which the Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of
title:

Document

Date

Parties

Description

Schedule 2

Intellectual Property

Nature of Intellectual
Property (patent,
trademark, service mark,
design mark etc)

Further details of the Intellectual
Property (relevant registry, registration
number or reference etc)

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Schedule 3

Securities

Part 1 - Shares

Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder
SDG Ireland Limited	25	Ordinary 'A' Shares	Scarborough Group Developments Limited
SDG Ireland Limited	75	Ordinary 'B' Shares	Scarborough Group Developments Limited
Haymarket House (Belfast) Limited	50	Ordinary 'A' Shares	Scarborough Group Developments Limited
Thorpe Park Developments Limited	500	Ordinary 'A' Shares	Scarborough Group Developments Limited
Thorpe Park Developments Limited	500	Ordinary 'B' Shares	Scarborough Group Developments Limited
Thorpe Park Developments Limited	250	Ordinary 'C' Shares	Scarborough Group Developments Limited
SDG Property Holdings Limited	1	Ordinary Shares	Scarborough Group Developments Limited

Part 2 - Other Securities

Details of issuer/obligor/ company	Description of stock or other securities	Registered holder (if applicable)	Document evidencing or indicating title /Uncertificated?

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Schedule 4

Specified Contracts

Document	Date	Parties
Asset Management Agreement	On or about the date hereof	(1) The companies listed in Schedule 1 therein; and (2) SPC Group Limited

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Definitions

"Authorisations" shall have the meaning given to this term in the Facilities Agreement.

"Event of Default" shall have the meaning given to this term in the Facilities Agreement.

"Excluded Assets" shall mean any freehold, commonhold, leasehold or heritable property situated in Scotland.

"Insurances" shall mean all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

"Intellectual Property" shall mean:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated,

including, without limitation, any of the same specified in Schedule 2 (*Intellectual Property*) above.

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"Mortgaged Property" shall mean any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it.

"Premises" shall mean all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

"Related Rights" shall mean, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

"Rental Income" shall have the meaning given to this term in the Facilities Agreement.

"Securities" shall mean all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 3 (*Securities*) above, together with all property and rights of the Chargor in respect of any account held by or for the Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

"Specified Contracts" shall mean each of the contracts specified in Schedule 4 (*Specified Contracts*) above.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 222340
CHARGE NO. 22

I HEREBY CERTIFY THAT A CHARGE CREATED BY
SCARBOROUGH GROUP DEVELOPMENTS LIMITED

ON 20 MAY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 3 JUNE 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 6 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES