

MR01

Particulars of a charge

038193/13

IRIS 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

☒ **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 MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within
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. This
must be scanned and placed on the public record

WEDNESDAY



A2GPN3KH

A08

11/09/2013

#331

COMPANIES HOUSE

1 Company details

Company number 0 8 2 5 0 1 9 8 ✓

Company name in full C2 SKYE DEVELOPMENTS LIMITED ✓

0002 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 09 09 2013 ✓

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 RQ CAPITAL LTD (Co No. 7914552) ✓

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

None

5

Fixed charge or fixed security

✓

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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8

Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Penkton

X

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

MR01**Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Lanyon Bowdler

Address 39-41 Church Street

Post town Oswestry

County/Region Shropshire

Postcode

S

Y

1

1

2

S

Z

Country

DX DX 26603 Oswestry

Telephone 01691 652241

**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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8250198

Charge code: 0825 0198 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th September 2013 and created by C2 SKYE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2013

DX

Given at Companies House, Cardiff on 12th September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We hereby certify this to be
a true copy of the original

DEED OF
DEBENTURE

Lanyon Bowdler ✓
LANYON BOWDLER 9.9.0
Oswestry, Shropshire

FRONT SHEET

DATE
9 th SEPTEMBER 2013
PARTIES
(1) C2 Skye Developments Limited (Company Registration Number 08250198) of Little Crftins Farm, Dudleston Heath, Ellesmere, Shropshire, SY12 9JD ("the Chargor") AND (2) RQ Capital Limited (company number 7914552) whose registered office is at Bawdeswell Hall, Dereham, Norfolk, NR20 4SA ("the Chargee")
DETAILS OF THE FINANCE DOCUMENT (the "Finance Documents")
The Facility Letter from RQ Capital Limited to the Chargor and dated 10th July 2013

- 1 This deed incorporates this Front Sheet and the Terms and Conditions (comprising clauses 1 to 20 and Schedules 1 and 2) set out below
- 2 The Chargor covenants with each Chargee to pay and discharge all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by the Chargor to any Chargee and whether present or future, actual or contingent in any matter whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, legal and other costs, charges and expenses (the "**Secured Obligations**")
- 3 The Chargor charges with full title guarantee in favour of the Chargee and as security for the payment and discharge of the Secured Obligations
 - 3 1 by way of legal mortgage all Land (as defined in the Terms and Conditions) vested in the Chargor at the date of this Deed,
 - 3 2 by way of fixed charge
 - 3 2 1 all other Land which in the future becomes vested in the Chargor,
 - 3 2 2 all present and future interests of the Chargor in or over land or the proceeds of sale of it and all present and future licences of the Chargor to enter upon or use land,
 - 3 2 3 the benefit of all other agreements relating to land which the Chargor is or may become party to or otherwise entitled,
 - 3 2 4 all plant and machinery now or in the future attached to any Land, now or in the future, vested in the Chargor,
 - 3 2 5 the Securities (as defined in the Terms and Conditions) together with all rights, money or property of an income nature at any time accruing ,

3 2 6 all goodwill and uncalled share capital of the Chargor,

3 2 7 all Intellectual Property Rights (as defined in the Terms and Conditions),

3 2 8 all trade and other debts now or in the future owing to the Chargor,

3 2 9 all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),

3 2 10 all other present and future debts or monetary claims of the Chargor against third parties, and

3 2 11 the benefit of all warranties, pledges, security and guarantees and other rights now or in the future available to the Chargor in respect of any asset itself subject to a fixed charge in favour of the Chargee,

3 3 assigns and agrees to assign absolutely with full title guarantee to the Chargee as security for the payment and discharge of the Secured Obligations, the benefit of all the Chargor's rights, claims, title and interest in relation to the Charged Property (as defined in the Terms and Conditions) including without limitation all insurance policies in relation to the Charged Property and all proceeds paid or payable thereunder

3 4 by way of floating charge all the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property revenue and undertaking of the Chargor not effectively otherwise mortgaged, charged or assigned by this clause 3, (including, without limitation, any immovable property of the Chargor in Scotland and any assets in Scotland falling within any of the types mentioned in clause 3 2 and 3 3)

4 The floating charge created under this Deed



4 1 is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and

4 2 shall automatically operate as a fixed charge instantly upon the occurrence of an Event of Default

5 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document

IN WITNESS whereof this Deed has been executed by the Chargor and the Chargee and shall take effect on the day and year stated at the beginning of this document

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before accepting this document

SIGNED AND DELIVERED AS A DEED by the Chargor acting by a Director and a secretary, two Directors or a Director in the presence of an independent witness	
Signature	 Director /
Signature	 Director/Secretary/Witness /
Witness name	AZAN CLIVE GIDDINS
Address of Witness	39/41 Church Street Orwinstrey
Occupation	Solicitor

SIGNED AND DELIVERED AS A DEED by RQ Capital Limited acting by a Director and a secretary, two Directors or a Director in the presence of an independent witness

Signature

Director

Signature

Director/Secretary/Witness

Witness name

Address of Witness

Occupation