

MG01

Particulars of a mortgage or charge

024132/13



iris  
LASERFORM

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

MONDAY



LD4 \*LQ78AJ3M\*

12/04/2010

72

COMPANIES HOUSE

1

**Company details**

Company number

0 3 0 0 2 8 6 5

Company name in full

Franklin Homes Limited (the "Chargor")

2111

For official use

→ Filling 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

00 06 00 04 20 01 00

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

Debenture (the "Debenture") granted by the Chargor in favour of the Security Trustee.

Please see attached continuation page (Amount Secured) for definitions

4

**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally as principal debtor, guarantor, surety or otherwise which are now or may at any time hereafter (whether before or at any time after demand) by the Chargor to the Finance Parties under the Finance Documents and all or any monies, liabilities and obligations due by the Chargor under or pursuant to the Debenture (the "Secured Liabilities")

Please see attached continuation page (Amount Secured) for definitions

**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 (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	The Royal Bank of Scotland plc (as "Security Trustee")		
Address	36 St Andrews Square		
	Edinburgh		
Postcode	E H 2 2 Y B		
Name			
Address			
Postcode			

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>Please see attached continuation pages (Short particulars of all the property mortgaged and charged) for charging provisions and definitions.</p> <p><b>Negative Pledge</b></p> <p>The Chargor shall not create or permit to subsist any Security (other than a Permitted Security) on any of its property or assets without the prior written consent of the Security Trustee</p>	

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### 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

N/A

### 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 *William Greig*  
X WILLIAM GREIG  
For McGaughey LLP X

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

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## 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 Apicksha Patel

Company name MCGRIGORS LLP

Address 5 Old Bailey

Post town

County/Region

Postcode E C 4 M 7 B A

Country

DX DX 227 LONDON CHANCERY LANE

Telephone 020 7054 2500



### 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)

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>Definitions</b></p> <p><b>"Facilities Agreement"</b> means the £120,000,000 term loan and revolving credit facilities agreement with term out dated 23 April 2008 and as amended and restated on 20 August 2009 entered into between, inter alios, the Original Borrower (each as defined therein) and The Royal Bank of Scotland plc as Arranger, Agent, Original Lender, Original Hedging Lender and Security Trustee (each as defined therein) as may be amended (however fundamental), supplemented, extended, restated or novated from time to time;</p> <p><b>"Finance Documents"</b> means the Finance Documents, as such term is defined in the Facilities Agreement,</p> <p><b>"Finance Party"</b> means the Finance Parties, as such term is defined in the Facilities Agreement, and</p> <p><b>"Security Trustee"</b> means the Royal Bank of Scotland plc incorporated in Scotland (Registered Number SC090312) whose registered office is at 36 St Andrews Square Edinburgh EH2 2YB acting by its branch at 280 Bishopsgate, London EC2M 4RB in its capacity as Agent and Security Trustee for the Finance Parties under and as defined in the Facilities Agreement and its successors</p>	

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## 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

#### Short particulars of all the property mortgaged or charged

##### 1 FIXED SECURITY

##### 1 1 Creation of fixed security

The Chargor, as beneficial owner and with full title guarantee (and without the benefit of section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994), as security for the payment of all the Secured Liabilities, charges in favour of the Security Trustee:

(a) by way of a first legal mortgage, all interests in any freehold or leasehold property now or in the future belonging to it including the freehold and leasehold interests specified in the Debenture being the freehold property known as The Mews, Main Street, Bessingby, Bridlington, YO16 4UH and registered at the Land Registry with Title Number HS90059 belonging to it together with the Premises and the Fixtures on and in them, and the Ancillary Rights pertaining thereto;

(b) by way of first equitable mortgage, all Investments with intention that, in relation to any Shares, or any Shares forming any part of any Derived Assets, until such Shares are registered in the name of the Security Trustee (or its nominee), the Security shall take effect by way of first fixed equitable charge, and upon such Shares being so registered, shall take effect by way of first legal mortgage.

(c) by way of first fixed charge

(1) all estates or interests in any property belonging to it from time to time (other than those estates or interests charged pursuant to Clauses 1.2(a) above);

(11) all of its rights and benefit under any agreement relating to the acquisition of the Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Mortgaged Property,

(111) all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession from time to time;

(1v) (to the extent that they are not the subject of a mortgage under Clause 1 2(a)) its interest in all the Investments and their Related Rights;

(v) to the extent of its interest thereto, all moneys standing to the credit of any account and any Investments with any person and the debts represented by them,

(vi) all rights to all moneys (including the proceeds of any claims, awards or judgments and any return of premium) which at any time may be or become payable to the Chargor under the Insurances;

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(vii) its rights under any appointment of any managing agent of the Mortgaged Property,

(viii) all of the Chargor's Debts,

(ix) its goodwill (including all brand names not otherwise subject to a fixed charge pursuant to the Debenture),

(x) the benefit of all authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this clause and the right to recover and receive all compensation which may be payable to it in respect of them,

(xi) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to it against such persons,

(xii) its uncalled capital; and

(xiii) its Intellectual Property Rights (if any)

#### 1.2 Assignment

1 2 1 The Chargor as beneficial owner and with full title guarantee as security for payment of all the Secured Liabilities hereby assigns and agrees to assign to the Security Trustee all its rights, title and interest in and to the Assigned Agreements

#### 2 FLOATING CHARGE

##### 2 1 Creation of floating charge

The Chargor, as beneficial owner and with full title guarantee (and without the benefit of section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994), as security for the payment of all of the Secured Liabilities, charges in favour of the Security Trustee by way of a first floating charge all its property, undertaking and assets present and future not otherwise effectively mortgaged or charged by way of assignment, mortgage or charge by Clause 1 (Fixed Security)

#### Definitions

"Acquisition Agreement" means the Acquisition Agreement, as such term is defined in the Facilities Agreement;

"Additional Shares" means all Shares (other than any Shares forming part of any Derived Assets) which the Chargor and the

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Security Trustee may at any time agree shall be subject to the Debenture and the Security;

**"Ancillary Rights"** means the benefit of all covenants, leases, tenancies, agreements, licenses, rights, conditions or encumbrances relating to the Mortgaged Properties and all monies paid or payable thereunder;

**"Assigned Agreements"** means:

- (a) any Acquisition Agreement;
- (b) any Hedging Agreements; and
- (c) all Insurances;

including, in each case, all moneys which at any time may be or become payable to the Chargor pursuant thereto;

**"Debts"** means all book and other debts now or in the future becoming due to the Chargor (whether alone or jointly with any other person), whenever payable and liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any bank or financial institution and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt;

**"Derived Assets"** means all Shares, rights, property and distributions of a capital nature at any time paid, payable, offered, issued or otherwise arising or accruing (by way of bonus, rights, redemption, substitution, preference, warrant, option or otherwise) in respect of any Existing Shares, any Additional Shares or any Shares, rights, property or distributions previously paid, offered, issued, arising or accruing as before mentioned,

**"Dormant Subsidiary"** means, on any given date, a Subsidiary of any Obligor which has been dormant within the meaning of Section 249AA of the Companies Act 1985 for the period of not less than 12 Months ending on that date or, if shorter, the period since its date of incorporation which does not trade (for itself or as agent for any person) and does not own, legally or beneficially, assets (including, without limitation, indebtedness owed to it) which in the aggregate have a value of £50,000 or more or its equivalent in other currencies),

**"Excluded Investments"** means any shares held by an Obligor in any Dormant Subsidiary and any other Subsidiary (whether acquired by the Chargor or incorporated by the Chargor) that is not required to become an Obligor under the Facilities Agreement;



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## 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>"Existing Shares" means the shares specified in the Debenture,</p> <p>"Facilities" means the Facilities, as such term is defined in the Facilities Agreement,</p> <p>"Facilities Agreement" means the £120,000,000 term loan and revolving credit facilities agreement with term out dated 23 April 2008 and as amended and restated on 20 August 2009 entered into between, inter alios, the Original Borrower (each as defined therein) and The Royal Bank of Scotland plc as Arranger, Agent, Original Lender, Original Hedging Lender and Security Trustee (each as defined therein) as may be amended (however fundamental), supplemented, extended, restated or novated from time to time,</p> <p>"Finance Documents" means the Finance Documents, as such term is defined in the Facilities Agreement,</p> <p>"Fixtures" means all fixtures and fittings and fixed plant and machinery from time to time in and upon the Mortgaged Properties;</p> <p>"Hedging Agreements" means any agreements entered into by the Chargor for the purpose of managing or hedging interest rate liabilities in relation to all or any part of the Facilities,</p> <p>"Insurances" means any insurances that the Chargor is required to maintain under the Finance Documents (other than the Keyman Insurances),</p> <p>"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same) anywhere in England and Wales;</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Relevant Shares), but in all cases excluding the Excluded Investments,</p> <p>"Keyman Insurance" means the Keyman Insurance, as such term is defined in the Facilities Agreement;</p> <p>"Mortgaged Property" means all freehold or leasehold property from time to time forming a part of the Security Assets including the property listed in the Debenture or the acquisition of which is</p>

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financed by one or more utilisations under the Facilities Agreement;

"Obligors" means the Obligors, as such term is defined in the Facilities Agreement;

"Permitted Security" means the Permitted Security, as such term is defined in the Facilities Agreement;

"Premises" means all buildings and erections from time to time forming part of the Security Assets;

"Related Rights" means any dividend or interest paid or payable in relation to any share or securities and any rights, moneys or property accruing or offered at any time in relation to any shares or securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Shares" means all shares in the capital of each Subsidiary of the Chargor from time to time (other than the Excluded Investments) which becomes or is required to become an Obligor;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Chargor which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be created by or pursuant to the Debenture;

"Security Interest" means any mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or security interest of any kind, or any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement);

"Shares" means shares, stock and other securities of any kind,

"Subsidiary" means in relation to any company or corporation, a company or corporation

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation,

(b) more than half the issued share capital of which is

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### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body



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

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

**COMPANY NO. 3002865  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 APRIL 2010  
AND CREATED BY FRANKLIN HOMES LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO THE FINANCE PARTIES 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 12 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 APRIL 2010

*DX*  
*Joh*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES