

MG01

Particulars of a mortgage or charge

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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 on a
company. To do this use form
MG01s

SATURDAY



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AEA79N45

04/09/2010

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COMPANIES HOUSE

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v uk

1 Company details

Company number 0 2 7 9 7 4 4 1
Company name in full WIGRAMS TURN MARINA LIMITED

6 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 Date of creation of charge

Date of creation 2 7 0 8 2 0 1 0

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 Legal Charge

4 Amount secured

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

Amount secured The Company covenants with the Bank as security
trustee for Santander UK plc and the other Secured
Parties (as defined below) that it will on demand
pay all moneys and discharge all liabilities now or
hereafter due, owing or incurred by it to the
Secured Parties (or any of them) when the same
become due for payment or discharge whether by
acceleration or otherwise, and whether express or
implied; present, future or contingent; joint or
several; incurred as principal or surety,
originally owing to the Secured Parties (or any of
them) or purchased or otherwise acquired by them or
it; denominated in sterling or in any other
currency;

(continued on continuation sheet)

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		
Name	Santander UK plc (the 'Bank') as trustee		Continuation page Please use a continuation page if you need to enter more details
Address	298 Deansgate		
	Manchester		
Postcode	M 3 4 H H		
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	<p>1.1 Fixed charge</p> <p>The Company charges to the Bank (as security trustee for the Secured Parties, as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future</p> <p>(a) by way of legal mortgage the freehold property known as Wigrams Turn Marina, Warwickshire as registered at the Land Registry with title number WK341119 together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (the 'Properties'),</p> <p>(b) by way of fixed charge</p> <p>(i) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled,</p> <p>(ii) its rights under the appointment of any managing agent of any of the Properties,</p> <p>(iii) all its rights, title and interest in all contracts or policies of insurance relating to all the undertaking, property and assets of the Company described in paragraph 1 1 (Fixed charge) and paragraph 1 2 (Assignment) including any part thereof and any interest therein ('Charged Assets') in which the Company has an interest ('Insurances');</p> <p>(iv) the benefit of all authorisations, consents, approvals, resolutions, licences, exemptions, filings or registrations ('Authorisations') held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and</p> <p>(v) if and in so far as any assignment described in paragraph 1 2 (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that clause</p> <p>(continued on continuation sheet 1)</p>		

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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 <ul style="list-style-type: none">- 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	Nil	
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 <div style="text-align: center;">X  X</div> 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

Jane Thomas

Company name

Hill Hofstetter LLP

Address

Trigen House

Central Boulevard

Blythe Valley Park

Post town

Solihull

County/Region

West Midlands

Postcode

B 9 0 8 A B

Country

UK

DX

Telephone

0121 210 6000



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,
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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(continued)</p> <p>or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Secured Parties (or any of them) in relation to any such moneys or liabilities or generally in respect of the Company (the 'Secured Liabilities')</p> <p>'Secured Parties' means the Group Members and the Finance Parties</p> <p>'Group Member' means each member of the Group.</p> <p>'Group' means the Bank and its Subsidiaries for the time being</p> <p>'Subsidiary' means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.</p> <p>'Finance Parties' means the Agent, the Arranger, the Security Agent, the Lenders and the Hedge Counterparties as defined in the Facility Agreement.</p> <p>'Facility Agreement' means the Facility Agreement between Castle Marinas Limited as Borrower, Santander UK plc as Arranger, Original Lender, Original Hedge Counterparty, Agent and Security Agent and the Guarantors named therein dated 27 August 2010</p>	

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Particulars of a mortgage or charge



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

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
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Postcode	
Name	
Address	
Postcode	

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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>(continued)</p> <p>1 2 Assignment The Company assigns to the Bank absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the aggregate of all amounts payable to, or for the benefit or account of, the Company in connection with the letting or permitted third party occupation or use of the whole or any part of a Property ('Rental Income') and all the Company's other rights, title and interest under each agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Company is landlord or licensor except in all cases any licence agreement or arrangement (excluding leases) giving rise to rights of occupation and enjoyment relating to the mooring of marine or canal/river-going vessels (in each case as amended or supplemented) to which any Property is subject</p> <p>On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Bank will, at the request and cost of the Company, reassign the Charged Assets described in this paragraph 1 2 to the Company or as it may direct</p> <p>1 3 Negative Pledge The Company shall not create or permit to subsist any 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') over any of the Charged Assets, other than, (a) any Security granted in favour of the Bank, (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Company, or (c) any Security permitted by the Bank in writing.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2797441
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27
AUGUST 2010 AND CREATED BY WIGRAMS TURN MARINA
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE SECURED PARTIES (OR
ANY OF THEM) 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
4 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES