

# MG01

## Particulars of a mortgage or charge



**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 company. To do this, please use form MG01s

THURSDAY



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09/09/2010

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COMPANIES HOUSE

1

### Company details

Company number

3 6 7 2 4

Company name in full

Smith Bradbeer & Company Limited (the **Chargor**)

15

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 \*

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### Date of creation of charge

Date of creation

3 1 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

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### Amount secured

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

Amount secured

All moneys and liabilities now or hereafter due, owing or incurred by the Chargor or the Principal to the Group Members (or any of them) whether present future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgment) 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 indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities, the Charged Assets or generally in respect of the Chargor or the Principal

The Secured Liabilities

**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

**Continuation page**

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

Name Santander UK plc (the Lender) as security trustee for the Group

Address 2 Triton Square, Regent's Place, London

Postcode N W 1 3 A N

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 Please see the continuation sheet

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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

Nil

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X  X

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 Jack Holling - 39819 345

Company name Bond Pearce LLP

Address Oceana House

39-49 Commercial Road

Post town Southampton

County/Region

Postcode S O 1 5 1 G A

Country

DX DX 38517 Southampton 3

Telephone 0845 415 0000



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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1 Charges

##### 1.1 Fixed charge

The Chargor charged to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future:

(a) by way of legal mortgage the Property,

(b) by way of fixed charge:

(i) the benefit of all agreements relating to the Property to which it is or may become a party or otherwise entitled,

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

(iii) all its rights, title and interest in the Insurances,

(iv) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from the 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

(v) if and in so far as any assignment in clause 2.2 (Assignment) of the Legal Charge shall for any reason be ineffective as an assignment, the assets referred to in that clause

##### 1.2 Assignment

The Chargor assigned to the Lender 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 Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Chargor, reassign the Charged Assets referred to in clause 2.2 of the Legal Charge to the Chargor or as it may direct

##### 1.3 Priority

The charges and assignments created by the Legal Charge

(a) rank as first charges or assignments; and

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Short particulars

(b) are given with full title guarantee

1 4 **Negative Pledge**

The Chargor shall not create or permit to subsist any Security over any of its assets, other than Permitted Security

**Schedule 1**

**Property**

- 1 The property known as 41 High Street, Eastleigh registered with freehold title absolute under title number HP15422 and comprising part of Smith Bradbeer House
- 2 The freehold land conveyed by a conveyance dated 4 December 1959 less land sold by the Chargor pursuant to a conveyance dated 20 September 1959 which is now registered under title number HP163293 and known as 43 to 53 High Street, Eastleigh and comprising part of Smith Bradbeer House

**Schedule 2**

**Principal**

RAM Capital Limited, a company registered in England and Wales with the number 7292372, whose registered office is at 14-20 Bell Street, Romsey, Southampton, SO51 8ZE

**Definitions**

In the Legal Charge, unless the context otherwise requires.

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing or registration

**Charged Assets** means all the undertaking, property and assets of the Chargor described in clause 3.1 (Fixed charge) and clause 3.2 (Assignment) of the Legal Charge including any part thereof and any interest therein

**Group** means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being

**Group Member** means each member of the Group

**Insurances** means all contracts or policies of insurance in which the Chargor has an interest

**Occupational Lease** means any 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 Chargor is landlord or licensor

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**Permitted Security** means:

- (a) any Security granted in favour of the Lender
- (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 Chargor
- (c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances
- (d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor or
- (e) any Security permitted by the Lender in writing

**Principal** means the person listed in schedule 2 of the Legal Charge

**Property** means the property of the Chargor described in clauses 3.1 (a) and 3.1 (b) (1) (Fixed charge) of the Legal Charge 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 (each a **Property**)

**Rental Income** means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a **Property**

**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



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

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

**COMPANY NO. 36724  
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 31  
AUGUST 2010 AND CREATED BY SMITH BRADBEER &  
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY OR THE PRINCIPAL TO  
THE GROUP MEMBERS (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 9 SEPTEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 SEPTEMBER  
2010**



*Companies House*  
— for the record —



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

*DX*