

MG01

Particulars of a mortgage or charge

155762 | 39



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



A06 \*A14QFPMG\* 15/03/2012 #32  
COMPANIES HOUSE

1

**Company details**

Company number 0 0 6 5 2 5 8 5

Company name in full Hemingford Properties Limited of Fields Farmhouse,  
Priors Hardwick Road, Northamptonshire NN11 6DN

3 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 d1 d2 m0 m3 y2 y0 y1 y2

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 A legal charge (the "**Legal Charge**") dated 12 March 2012 and made between Hemingford Properties Limited (the "**Chargor**") and Nationwide Building Society ("**Nationwide**")

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**Amount secured**

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

Amount secured As specified in the continuation page to this form

**Continuation page**

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

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## Particulars of a mortgage or charge

### 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 Nationwide Building Society

Address Nationwide House

Pipers Way, Swindon

Postcode S N 3 8 1 N W

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

As specified in the continuation page to this form

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

All moneys, obligations and liabilities now or in the future due, owing or incurred to Nationwide by the Chargor when the same become due for payment or discharge whether by acceleration or otherwise ("Indebtedness") The moneys, obligations or liabilities which are due, owing or incurred to Nationwide may be

(a) express or implied,

(a) present, future or contingent,

(a) joint or several;

(a) incurred as principal or under a guarantee or indemnity to Nationwide,

(a) originally owing to Nationwide or purchased or otherwise acquired by it,

(a) denominated in Sterling or in any other currency, or

(a) incurred on any banking or other account or in any other manner whatsoever,

and shall, without limitation, include

(i) all liabilities arising under the Legal Charge including without limitation under clause 13 of the Legal Charge,

(ii) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates, and

(iii) interest (both before and after judgement) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness or otherwise in respect of the Chargor or any guarantor of any part of the Indebtedness

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Fixed charges</b></p> <p>The Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness hereby charges to Nationwide</p> <p>(a) <b>Property</b> by way of legal mortgage the Property together with all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests and Rights of the Chargor in the Property and in any proceeds of sale or disposal of any part of the Property,</p> <p>(b) <b>Securities</b> by way of fixed charge any shares held by the Chargor in any company from time to time which has any rights in or is connected to the Property, and</p> <p>(c) <b>Guarantees</b> by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Charged Property</p> <p><b>Assignment</b></p> <p>The Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness assigns to Nationwide</p> <p>(a) <b>Goodwill</b> the goodwill of the business carried on by the Chargor at the Property together with the benefit of any licences and registrations required or obtained for the running of such business,</p> <p>(b) <b>Insurances</b> all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the refund of any premiums</p> <p><b>Undertakings - negative</b></p> <p>The Chargor shall</p> <p>(a) <b>Alteration or development of the Property</b> not without the prior consent in writing of Nationwide make any structural or material alternation to the Property or any premises forming part of the Property or do or permit to be done anything which is "development" or a change of use within the meaning of the Planning Acts from time to time or any orders or regulations under such acts or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, by-law, order or regulation or any condition of any consent (whether of a public or a private nature) from time to time in force affecting the Property is or may be infringed In the event of Nationwide giving consent to commence and proceed with any works, the Chargor shall, without delay, carry out those works to Nationwide's satisfaction in accordance and within the provisions and conditions of the consent The Chargor shall not sever, unfix or remove any of the Fixtures or plan or machinery on the Charged Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models,</p> <p>(b) <b>Possession of Property</b> not without prior consent in writing of Nationwide (and then only in accordance with any conditions that may be attached to such consent) dispose of the Property or any estate or interest in it (including without limitation rental income in respect of the Property) or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet, sublet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person to</p> <p>(i) be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Acts of the Property (and the Chargor will indemnify Nationwide against the costs of entering any caution against such registration) or create or permit to arise any overriding interest affecting the same within the definition in those Acts or permit any person to assert any proprietary or other similar right or interest over the Property, or</p> <p>(ii) become entitled to any right, easement, covenant, interest or other title encumbrance which might</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

adversely affect the value or marketability of the Property,

(c) Jeopardy not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value (whether monetary or otherwise) to Nationwide of the whole or any part of the Charged Property,

(d) Security Rights and disposals not without the prior written consent of Nationwide

(i) create or purpose to create or permit to subsist any Security Right over the whole or any part of the Charged Property other than a lien arising by operation of law (arising in the ordinary course of the Chargor's business and securing amounts not more than 30 days overdue) and any Permitted Charge, or

(ii) assign or create s Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property, or

(iii) dispose of all or any part of the Charged Property or agree to do so, or

(iv) permit or agree to do any variation of the Rights attaching to the whole or any Part of the Charged Property

(e) Licenced premises not oppose any application by Nationwide or a Receiver for the transfer, grant or renewal of any justices, excise or premises licence relating to the Property,

(f) VAT not without the consent of Nationwide, elect to waive exemption under paragraphs 204 of Schedule 6A to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) in respect of any supply make in relation to the Charged Property or any part of it or any other building, parade, precinct or complex or any agricultural land (including the buildings on such land) in which the Chargor has a right or licence to occupy within the meaning of paragraph 3(2) of Schedule 6A to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) which could give rise to a deemed election to the Charged Property,

(g) Compulsory purchase

(i) except with the prior written consent of Nationwide, not consent to, or enter into any negotiations with any Authority with regard to, the acquisition of the whole or any part of the Charged Property,

(ii) if so requested by Nationwide, permit Nationwide or its agent or anyone engaged by Nationwide to conduct such negotiations or give such consent on the Chargor's behalf, and

(iii) if a notice is given to the Chargor by an Authority that such Authority intends to acquire the whole or any part of the Charged Property and such notice contains any condition, not, at any time after the date of such notice, to do or omit or suffer to be done or omitted any act or thing which may be in breach of such condition

#### Power of attorney

The Chargor by way of security hereby irrevocably appoints each of Nationwide and any Receiver jointly and severally to be its attorney with full power of delegation in its name and on its behalf

(a) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which Nationwide or such Receiver may require for perfecting the title of Nationwide to the Charged Property or for vesting the same in Nationwide, its nominees or any purchaser or generally for any of the purposes set out in the Legal Charge,

(b) to sign, execute, seal, complete and deliver and otherwise perfect any further security document referred to in clause 16 of the Legal Charge,

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## Particulars of a mortgage or charge

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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

(c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on Nationwide or a Receiver under the Legal Charge or which may be deemed expedient by Nationwide or a Receiver in connection with any Disposal, realisation or getting in by Nationwide or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under the Legal Charge

#### Continuing security

The Legal Charge and the obligations of the Chargor under the Legal Charge shall,

(a) secure the Indebtedness owing to Nationwide by the Chargor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever,

(b) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide,

(c) not merge with or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by Nationwide dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, giving time for payment or indulgence or compounding with any person liable,

(d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of any Indebtedness nor by any legal limitation in any matter in respect of any Indebtedness or by any other fact or circumstances (whether known or not to the Chargor or Nationwide) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by Nationwide, and

(e) remain binding on the Chargor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving Nationwide or any of the assets of Nationwide and for this purpose the Legal Charge and all rights conferred on Nationwide under it may be assigned or transferred by Nationwide accordingly

#### Further assurance

The Chargor shall if and when at any time required by Nationwide

(a) execute such further Security Rights and assurances in favour of Nationwide and do and deliver all such acts and things as Nationwide shall from time to time require over or in relation to all or any of the Charged Property to secure the Indebtedness or to perfect or protect the security intended to be created by the Legal Charge over the Charged Property or any part of it, and

(b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which Nationwide may then require to facilitate the realisation of the Charged Property

#### SCHEDULE

The Property known as

5, 5a and 7 Coombe Road New Malden KT3 4PX registered with title absolute under title number SY93300

Land lying to the east of Coombe Road New Malden also known as rear of 5-19 Coombe Road New Malden registered with title absolute under title number TGL107937

7a Coombe Road New Malden KT3 4PX registered with title absolute under title number SGL378137

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## Particulars of a mortgage or charge

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Short particulars

9 Coombe Road New Malden KT3 4PX registered with title absolute under title number SY291599

11-13 Coombe Road New Malden KT3 4PX registered with title absolute under title number SGL281951

15 Coombe Road New Malden KT3 4PX registered with title absolute under title number SGL315879

17 Coombe Road New Malden KT3 4PX registered with title absolute under title number TGL33575

Land lying to the East of Coombe Road New Malden KT3 4PX registered with title absolute under title number TGL25896

19 Coombe Road New Malden KT3 4PX registered with title absolute under title number SGL126673

21 Coombe Road New Malden KT3 4PX registered with title absolute under title number SY212813

25 Coombe Road New Malden KT3 4PX registered with title absolute under title number SY221633

27 Coombe Road New Malden KT3 4PX registered with title absolute under title number SGL123682

Land at the junction of Coombe Road and Acacia Grove registered with title absolute under title number SY209788

29 Coombe Road New Malden KT3 4PX registered with title absolute under title number SY231058

#### Definitions

<b>Authority</b>	means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings,
<b>Borrower</b>	means the Chargor,
<b>Charged Property</b>	means the property and all other assets and rights of the Chargor charged by the Legal Charge,
<b>Consents</b>	means all approvals, authorisations, consents, licences, permissions, filings and registrations which it is necessary or advisable to obtain from any Authority or, without limitation, any third party,
<b>Disposal</b>	means a sale, transfer, assignment, declaration of trust or other disposal (including by way of lease, tenancy or loan) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time and "dispose" shall be construed accordingly,
<b>Enforcement Date</b>	means the date on which Nationwide demands the payment or discharge of all or any part of the Indebtedness or after the occurrence of an Event of Default or, if earlier, the date on which an application for an administration order is presented or any other formal step is taken with a view to appointing an administrator in relation to the Chargor,
<b>Event of Default</b>	has the meaning given to it in the Facility Letter,

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	Please give the short particulars of the property mortgaged or charged	
Short particulars		<p><b>Facility Letter</b> means at any time the facility letter issued by Nationwide and accepted by the Borrower in respect of facilities made available by Nationwide to the Borrower and if there is more than one of them, as the context requires, means each and/or all such facility letters,</p> <p><b>Fixtures</b> means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold, leasehold or commonhold property owned by the Chargor,</p> <p><b>Indebtedness</b> means all moneys, obligations and liabilities to be paid by the Chargor referred to in clause 2 of the Legal Charge,</p> <p><b>Insurances</b> means all present and future contracts or policies of insurance effected by the Chargor in accordance with the Legal Charge or to which the Chargor is entitled in respect of the Charged Property,</p> <p><b>Occupational Leases</b> means all leasehold and commonhold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Charged Property,</p> <p><b>Permitted Charge</b> means any charge over the Charged Property which has been granted or permitted to subsist with the prior written consent of Nationwide and "Permitted Chargee" shall be construed accordingly,</p> <p><b>Planning Acts</b> means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980, the Countryside and Rights of Way Act 2000 and the Ancient Monuments and Archaeological Areas Act 1979,</p> <p><b>Property</b> means the assets described in Part B of the Schedule of the Legal Charge and as set out in the schedule to this form,</p> <p><b>Receiver</b> means any one or more receivers and/or managers and/or administrative receivers appointed by Nationwide pursuant to the Legal Charge over all or any part of the charged Property including any substituted receiver and/or manager,</p> <p><b>Rights</b> means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Chargor or any person deriving title from the Chargor from time to time over or in respect of the whole or any part of the Charged Property),</p> <p><b>Security Right</b> means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind,</p>



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## Particulars of a mortgage or charge

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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 870).

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 866). 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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## 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 Steven Dick

Company name Eversheds LLP

Address Central Square South, Orchard Street

Post town Newcastle upon Tyne

County/Region

Postcode N E 1 3 X X

Country

DX DX 724340 Newcastle 24

Telephone 0845 497 9797



### 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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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)



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

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

**COMPANY NO. 652585  
CHARGE NO. 36**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 12  
MARCH 2012 AND CREATED BY HEMINGFORD PROPERTIES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO NATIONWIDE BUILDING  
SOCIETY 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  
15 MARCH 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2012**

*Dd*

