

MG01

Particulars of a mortgage or charge

092894/13



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 r
particulars of a charge for a s
company To do this, please
form MG01s

THURSDAY



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AWIGMVM7

07/07/2011

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COMPANIES HOUSE

1 Company details

Company number 0 0 8 1 8 4 0 4

Company name in full GILMOSS LIMITED

9 [] [] [] 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 d2 d3 m0 m6 y2 y0 y1 y1

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 dated 23 June 2011 and made between Gilmooss Limited and Serruys Property
Company Limited ("Chargor") and Santander UK plc as security trustee for each Group Member
("Lender")

4 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 Chargors (or any of them) or the Principals (or any of them) to the
Group Members (or any of them) whether expressed or implied,
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 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 Group Members (or any of them) in relation to any
such moneys or liabilities, the Charged Assets or generally in respect
of the Chargors (or any of them) or the Principals (or any of them)

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
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

Charges

1. Fixed Charge

The following assets, both present and future

(a) by way of legal mortgage each of the Properties,

(b) by way of fixed charge

- (i) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled,
- (ii) its rights under the appointment of any managing agent of any of the Properties,
- (iii) all its rights, title and interest in the Insurances,
- (iv) the benefit of all Authorisations held in connection with the use of any Charges 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
- (v) if and in so far as any assignment in clause 2 (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that clause

2 Assignment

The Chargor assigns to the Lender absolutely 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

3 Negative Pledge

The Chargor shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security

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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

None

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 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).

9 Signature

Please sign the form here

Signature

Signature

X

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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 **Natalie Biggs**

Company name
Birketts LLP

Address **Daedalus House**

Thirty Station Road

Post town **Cambridge**

County/Region **Cambridgeshire**

Postcode

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Country **United Kingdom**

DX **131969 Cambridge 6**

Telephone **01223 326771**



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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"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 1 (Fixed Charge) and 2 (Assignment) above including any part thereof and interest therein

"Group" means Santander UK Plc (registered 2294747) and its Subsidiaries for the time being

"Group Member" means each member of the Group

"Insurances" means all contracts or policies of insurance relating to the Charged Assets 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

"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, or

(c) any Security permitted by the Lender in writing

"Principal" means Serruys Property Company Limited (company registration number 01137245)

"Properties" means the assets of the Chargor described as the leasehold property known as 12 Willow Court, 8 St Georges Lane, Shoeburyness and parking space registered under title number EX768808 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"**) of which the Company holds the legal title to

"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 having a similar effect

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 818404
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 23 JUNE
2011 AND CREATED BY GILMOSS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE CHARGORS (OR
ANY OF THEM) OR THE PRINCIPALS (OR ANY OF THEM) TO
THE GROUP MEMBERS (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 7 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES