

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 re-
particulars of a charge for a S
company To do this, please use
form MG01s.

WEDNESDAY



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02/03/2011

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COMPANIES HOUSE

1 Company details

Company number 0 1 0 6 7 0 5 2

Company name in full BANNER HOMES CENTRAL LIMITED (the 'Chargor')

3 6 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 d 2 d 5 m 0 m 2 y 2 y 0 y 1 y 1

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')

4 Amount secured

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

Amount secured All moneys, obligations and liabilities covenanted to be paid or
discharged under or pursuant to clause 2 (Covenant to pay) of the
Debenture (the 'Secured Liabilities')

Continuation page

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

MG01

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	Santander UK plc as security trustee for the Group Members		
Address	(as defined below) (the 'Lender')		
	Brdle Road Bootle Merseyside		
Postcode	L 3 0 4 G 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		Continuation page Please use a continuation page if you need to enter more details.
Short particulars	<p>1 DEFINITIONS</p> <p>In the interpretation of this form MG01 the following words and expressions shall have the respective meanings given to them below. All other capitalised terms definitions used in this form MG01 shall have the same meanings given to them in the Debenture</p> <p>'Charged Assets' means all the undertaking, property and assets of the Chargor described in clause 3.1 (Fixed charge), clause 3.2 (Assignment) and clause 3.3 (Floating charge) of the Debenture including any part thereof and any interest therein,</p> <p>'Group' means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being,</p> <p>'Group Member' means each member of the Group,</p> <p>'Permitted Security' means</p> <ul style="list-style-type: none">(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, <p>'Properties' means the assets of the Chargor described in clauses 2.1(a) and 2.1(b)(i) (Fixed charge) now or hereafter vested in the Chargor 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),</p> <p>'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,</p> <p>'Subsidiary' means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,</p> <p>PLEASE SEE CONTINUATION SHEET</p>		

MG01

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

- 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 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

X

DMH Stallard LLP

X

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

MG01

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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

Helen Ripley (Ref hlr/200111-14)

Company name

DMH Stallard LLP

Address

Gainsborough House

Pegler Way

Post town

Crawley

County/Region

Wessex Sussex

Postcode

R H 1 1 7 F Z

Country

UK

DX

57102 CRAWLEY

Telephone

01293 605097



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 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

MG01 - continuation page

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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	<p>CONTINUED</p> <p>2 CHARGES</p> <p>2 1 Fixed charge</p> <p>The Chargor has charged to the Lender, 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</p> <p>(i) all the property described in schedule 1 (Properties) of the Debenture including, without limitation, 80 Camlet Way Hadley Wood Barnet EN4 0NX, and</p> <p>(ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales then belonging to the Chargor;</p> <p>(b) by way of fixed charge</p> <p>(i) (to the extent that they are not the subject of an effective mortgage under clause 1 1(a) of the Debenture) all estates or interests in any freehold, leasehold or commonhold property in England and Wales then or thereafter belonging to the Chargor;</p> <p>(ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences then or in the future held by it to enter on or use land,</p> <p>(iii) the benefit of all other agreements relating to each Property to which it was or may become a party or otherwise entitled,</p> <p>(iv) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession,</p> <p>(v) its rights under the appointment of any managing agent of any of the Properties,</p> <p>(vi) all its rights, title and interest in the Insurances,</p> <p>(vii) its Investments together with all Related Rights,</p> <p>(viii) all its Intellectual Property,</p> <p>(ix) the amount from time to time standing to the credit of any Account,</p> <p>(x) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing,</p> <p>(xi) all its goodwill and uncalled capital,</p> <p>(xii) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets 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>(xiii) if and in so far as any assignment in clause 3 2 (Assignment) of the Debenture shall for any reason be ineffective as an assignment, the assets referred to in that clause</p> <p>2 2 Assignment</p> <p>The Chargor has 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</p> <p>(a) the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease, and</p> <p>(b) any Hedging Agreement</p> <p>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 this clause 2 2 (clause 3 2 of the Debenture) to the Chargor or as it may direct.</p> <p>2 3 Floating charge</p> <p>The Chargor has charged to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 (Fixed charge) or assigned pursuant to clause 3 2 (Assignment) of the Debenture</p> <p>3 NEGATIVE PLEDGE</p> <p>The Chargor shall not create or permit to subsist any Security over any of its assets, other than Permitted Security</p>



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

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

COMPANY NO. 1067052
CHARGE NO. 366

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25
FEBRUARY 2011 AND CREATED BY BANNER HOMES CENTRAL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO SANTANDER UK PLC AS
SECURITY TRUSTEE FOR THE GROUP MEMBERS 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
2 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES