

MG01

Particulars of a mortgage or charge

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Oyez

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 Scottish
company. To do this, please use
form MG01s

FRIDAY



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LD2

04/03/2011

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COMPANIES HOUSE

1 Company details

Company number 0 1 4 4 5 0 8 1

Company name in full ADLEYHEATH LIMITED ("the Company")

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 0 1 / 0 3 / 2 0 1 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 Legal Charge ("the Legal Charge") between the Company and Nationwide
Building Society ("Nationwide")

4 Amount secured

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

Amount secured 1. All moneys, obligations and liabilities now or
in the future due, owing or incurred to Nationwide
by the Company when the same become due for payment
or discharge whether by acceleration or otherwise
The moneys, obligations or liabilities which are
due, owing or incurred to Nationwide may be:
(i) express or implied;
(ii) present, future or contingent,
(iii) joint or several,
(iv) incurred as principal or under a guarantee
and/or indemnity to Nationwide,
(v) originally owing to Nationwide or purchased or
otherwise acquired by it;
(vi) denominated in sterling or in any other
currency; or
(vii) incurred on any banking or other account or
in any other manner whatsoever

See cont/1..

Continuation page

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

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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

The Company with full title guarantee as continuing security charges to Nationwide:





1. By way of legal mortgage the following property:

The Property together with all buildings, all assets (including trade assets) of whatsoever nature, apart from land and buildings, forming part of any freehold, leasehold or commonhold property owned by the Company 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 (being all the Company'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 Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational rights (including, without limitation, all its rights, title and interest in any 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 ("Occupational Leases"), agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Charged Property) of the Company in the Property and in any proceeds of sale or disposal of any part of the Property.

See Cont/1...

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	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>NIL</p>	
	<p>Delivery of Instrument</p> <p>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)</p> <p>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)</p>	
	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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

Laurence Begner

Company name

Howard Kennedy

Address

19 Cavendish Square

London

Post town

County/Region

Postcode

W1A 2AW

Country

UNITED KINGDOM

DX

DX 42748 Oxford Circus North

Telephone

020 7546 8970



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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Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>2 The liabilities referred to in the Legal Charge and described above shall, without limitation, include:</p> <p>(a) all liabilities arising under the Legal Charge including all costs, charges and expenses including, without limitation, 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 or by any Receiver in or incidental to the enforcement, attempted enforcement, preservation or attempted preservation of any of the security created or pursuant to the Legal Charge or any of the Charged Property or in the administration and management of the Company's accounts with Nationwide or in the collection of all the moneys, obligations and liabilities to be paid by the Company to Nationwide, together with interest at the Default Rate from the date on which such costs, charges or expenses are incurred until the date of payment by the Company (both before and after judgment),</p> <p>(b) any taxation of such costs, charges and expenses being on an indemnity basis;</p> <p>(c) 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</p> <p>(d) interest (both before and after judgment) 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 all moneys, obligations and liabilities to be paid by the Company to Nationwide or any guarantee in respect of any part of the moneys, obligations and liabilities to be paid by the Company to Nationwide, or otherwise in respect of the Company or any guarantor of any part of the moneys, obligations and liabilities to be paid by the Company to Nationwide.</p> <p>In this form</p> <p>"Charged Property" means the property, assets and rights of the Company charged by the Legal Charge</p> <p>"Receiver" means any one or more receivers and/or managers appointed by Nationwide pursuant to the Legal Charge over all or any of the Charged Property including any substituted receiver and/or manager.</p> <p>"Facility Letter" means at any time the facility letter issued by Nationwide and accepted by the Company in respect of facilities made available by Nationwide to the Company and if there is more than one of them, as the context requires, means each and/or all such facility letters.</p> <p>"Default Rate" means the default interest specified in the Facility Letter and if there is more than one Facility Letter and more than one default rate the different default rates shall be applied to such parts of the moneys, obligations and liabilities to be paid by the Company to Nationwide as Nationwide shall in its absolute discretion deem appropriate</p>	

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Particulars of a mortgage or charge



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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	NATIONWIDE BUILDING SOCIETY							
Address	Nationwide House							
	Pipers Way, Swindon							
Postcode	S	N	3	8		1	N	W
Name								
Address								
Postcode								
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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. By way of fixed charge any shares held by the Company in any company from time to time which has any rights in or connected to the Property
3. By way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Charged Property.
- 4 By way of assignment:
 - (a) the goodwill of the business carried on by the Company at the Property together with the benefit of any licences and registrations required or obtained for the running of such business,
 - (b) all monies from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance effected by the Company in accordance with the Legal Charge or to which the Company is entitled in respect of the Charged Property including without limitation the refund of any premiums
5. Under the provisions of the Legal Charge the Company covenants with Nationwide not without the prior written consent of Nationwide:
 - (a) to dispose of the Property or any estate or interest in it 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),
 - (b) to create or purport to create or permit to subsist 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 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 Company's business and securing amounts not more than 30 days overdue) and any charge over the Charged Property which has been granted or permitted to subsist with the prior written consent of Nationwide,
 - (c) to assign or create a 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 over, or otherwise deal with the income from any lease or tenancy of the Property.
- 6 The Company covenants with Nationwide to hold all monies receivable by virtue of any present, future or policies of insurance effected by the Company in accordance with the Legal Charge or to which the Company is entitled in respect of the Charged Property on trust for Nationwide.

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Particulars of a mortgage or charge



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

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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	NATIONWIDE BUILDING SOCIETY
Address	Nationwide House, Pipers Way, Swindon
Postcode	S N 3 8 1 N W
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
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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>In this form "the Property" means (together)</p> <ol style="list-style-type: none"> All those leasehold properties known as Flats <ul style="list-style-type: none"> 2 The Lawns Lee Terrace Lewisham SE3 9TB registered under Title no: SGL393464 13 The Lawns Lee Terrace Lewisham SE3 9TB registered under Title no SGL393467. 19 The Lawns Lee Terrace Lewisham SE3 9TB registered under Title no SGL393461 24 The Lawns Lee Terrace Lewisham SE3 9TB registered under Title no: SGL393462 30 The Lawns Lee Terrace Lewisham SE3 9TB registered under Title no: SGL393456 36 The Lawns Lee Terrace Lewisham SE3 9TB registered under Title no: 393457 All those freehold properties known as Flats 1/1a, 3/3a, registered under Title no EX9612 and 5/5a & 7/7a Cumberland Avenue Hornchurch RM12 6HU registered under Title no EX8237 All those freehold properties known as Flats 9/9a/9b & 11/11a/11b Cumberland Court Hornchurch registered under Title no: EX13758 All those freehold properties known as Flats 2/2a, 4/4a, Matlock Gardens Hornchurch RM12 6HX registered under Title no: EX9614. <p>Freehold land being 6/6a, 8/8a Matlock Gardens Hornchurch RM12 6HX Freehold Land being 13/13a, 15/15a, Matlock Gardens Hornchurch RM12 6HX registered under Title no:</p> <p>Freehold land being 14 & 16 Matlock Gardens Hornchurch RM12 6HX registered under Title no: EX11732. (Please note No 14 has been removed from the title and is not being charged to Nationwide)</p> <p>Freehold land being 17/17a, 19/19a, 21/21a, 23/23a, Matlock Gardens Hornchurch RM12 6HX registered under Title no: EX13516</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1445081
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 1 MARCH
2011 AND CREATED BY ADLEYHEATH LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONWIDE BUILDING SOCIETY 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 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MARCH 2011

D X



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES