

MG01

Particulars of a mortgage or charge

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08/03/2013

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COMPANIES HOUSE

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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1	Company details	69 For official use
Company number	0 1 6 0 4 5 0 9	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Langtree Land and Property PLC (the " Chargor ")	
2	Date of creation of charge	
Date of creation	d0 d5 m0 m3 y2 y0 y1 y3	
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 ")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	As specified in the continuation page to this form.	

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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 Lloyds TSB Bank Plc (the "Lender")

Address 25 Gresham Street

London

Postcode E C 2 V 7 H 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 As specified in the continuation page to this form.

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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 Nil

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

EVENHORS LLP

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 charge created by a company registered in Scotland

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Amount secured

Please give us details of the amount secured by the charge

Amount secured

The amount secured by the Legal Charge is the Overage and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender, pursuant to the Overage Agreement or the Legal Charge (the "**Secured Amounts**")

Capitalised terms used in this form are defined in the Appendix to this form

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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 **Andrew Jordan**

Company name **Eversheds LLP**

Address **115 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 A L**

Country

DX **DX 13004 Birmingham**

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:

- ☐ 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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Charge

- 1 The Chargor, with full title guarantee charged the Property by way of first fixed legal mortgage as security for the payment of the Secured Amounts.

Continuing Security

2. The Legal Charge is made for securing the Secured Amounts. It is a continuing security and will not be discharged by any payment on account of the whole or part of the Secured Amounts

Restrictions on further security

3. The Legal Charge provides that:

- 3 1 The Chargor is not to create or permit to be created any more than one item of Security (other than the Legal Charge) in or over the Property at any time without the prior consent of the Lender (such consent not to be unreasonably withheld or delayed) provided that where consent is required;

(a) such consent shall be deemed to have been given by the Lender if the Lender has not responded to any written request for consent from the Chargor within 5 working days of receipt of such request, and

(b) the Chargor shall, at the request of the Lender, procure that any party in whose favour the Chargor grants or intends to grant any Security in addition to the Legal Charge enters into a deed of priority with the Lender and any other party with any Security in or over the Property on terms acceptable to the Lender (acting reasonably) giving the Lender priority for all sums due to it under the Overage Agreement and the Legal Charge.

- 3 2 Any Security in or over the Property in addition to the Legal Charge shall be expressed to be subject to the Overage Deed and the Lender's priority for all sums due to it under the Overage Agreement and the Legal Charge.

Definitions

4. Capitalised terms used in this form are defined in the Appendix to this form

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this Form MG01 and its Appendices the following definitions apply

"Chargor" has the meaning given on section 1 of this form

"Companies Act" means the Companies Act 2006.

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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

"Lender" has the meaning given on section 5 of this form.

"Legal Charge" has the meaning given in section 3 of this form

"Overage" the Overage defined in and payable by the Chargor in accordance with the Overage Agreement

"Overage Agreement" an overage agreement dated 5 March 2013 made between (1) the Bank and (2) the Chargor.

"Property" the freehold property being land lying to the east of High Street, Tunstall, Stoke on Trent registered under title numbers SF170513 and SF181082.

"Security" means any assignment by way of Security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Secured Amounts" has the meaning given to it in the continuation page to section 4 of this form.

Construction

In this form and its Appendices the following applies.

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;
2. the **"Chargor"** or the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
3. where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
4. references to any Security **"created by the Legal Charge"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Legal Charge,
5. references to the Legal Charge or any other agreement, instrument or deed is a reference to the Legal Charge or other agreement or instrument as amended, novated, supplemented, extended or restated;
6. **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its

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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>indebtedness;</p> <p>7. "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);</p> <p>8 a "person" includes any individual, firm, company, corporation, government, state or agency of a state and any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality); and</p> <p>9 unless the legal charge expressly states otherwise or the context requires otherwise, (a) each reference in the legal charge to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the legal charge) and (b) each reference in the legal charge to any provision of any statute at any time includes any subordinate legislation made before or after the date of the legal charge and whether amended or re-enacted since the date of the Legal Charge).</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1604509
CHARGE NO. 69**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 5 MARCH
2013 AND CREATED BY LANGTREE LAND AND PROPERTY PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LLOYDS TSB BANK PLC 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 8 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2013

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