

84121/13.

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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

TUESDAY



A29 *A1BFMIBN* #305
19/06/2012
COMPANIES HOUSE

1 Company details

Company number 0 2 5 2 7 5 5 9

Company name in full Cema Limited ("Company")

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 d3 m0 m6 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 Legal Charge

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(including without limitation all sums of
principal, interest and expenses) whether actual or
contingent whether owed solely or jointly and
whether as principal debtor, guarantor, cautioner,
surety, indemnifier or otherwise (or the equivalent
in any other relevant jurisdiction) of the Company
to the Bank and in whatever manner and on any
account ("the Secured Liabilities")

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 Clydesdale Bank Plc (t/a both Clydesdale Bank & Yorkshire Bank)

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

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. The Company as security for the due and punctual payment and performance of the Secured Liabilities with full title guarantee charges to the Bank

1 1 by way of legal mortgage the Property (with the intent that the security hereby constituted shall extend to and include the Company's full title interest in the Property or in the proceeds of sale thereof), together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property. The Company is solely and beneficially interested in the Property,

1 2 by way of assignment all rental and other money payable under any lease, licence or other interest created in respect of the Property,

1 3 by way of fixed charge all plant, machinery and other items legally and beneficially owned by the Company, whether now or in the future,

1 4 by way of fixed charge all rights and interest in and claims under all insurance contracts or policies now or in the future held and affecting the Property (including all money payable under them),

1 5 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,

1 6 by way of fixed charge the entitlement of the Company (by virtue of an estate or interest in the Property) to any share or shares in any company connected with the Property when issued and all rights, benefits and advantages at any time arising in respect of the shares and the Company shall (if the Bank so requires) transfer such shares to the Bank or as the Bank shall direct and shall deposit certificates relating to the shares with the Bank, and
(SEE CONTINUATION SHEET)

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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

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 *Gavriel*

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 Charlotte Chapman 42362 236

Company name Gateley LLP

Address

Post town

County/Region

Postcode

N G 1 S F S

Country

DX 15491 Nottingham 2

Telephone 0115 983 8200



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

MG01 - continuation page

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

(CONTINUED)

1 7 by way of floating charge all moveable plant, machinery, furniture, furnishings, tools, equipment and other goods now or at any time after the date of the Legal Charge placed on or in, or used in connection with the Property or the business or undertaking conducted at the Property

NEGATIVE PLEDGE

2 The Company covenants with the Bank that the Company will -

2 1 not without the prior consent in writing of the Bank, create or allow to subsist any Encumbrance (other than a Permitted Encumbrance). In the event that the Company creates an Encumbrance in breach of this prohibition, the Legal Charge shall rank in priority to that Encumbrance,

2 2 not without the prior written consent of the Bank, grant or agree to grant or vary any licence or tenancy affecting all or any part of the Property, nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925, nor in any other way dispose of or agree to dispose of or create any legal or equitable estate or interest in or in the proceeds of sale of the Property or any part, nor part with possession or share occupation of the Property or any part,

2 3 procure that no person shall become entitled to assert any proprietary or other like right or interest over the Property without the prior written consent of the Bank

Definitions

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, lien, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security

"Bank" means Clydesdale Bank Plc (trading as both Clydesdale Bank and Yorkshire Bank)

"Permitted Encumbrances" means

- (a) a fixed security in favour of the Bank,
- (b) any Encumbrance arising by operation of law, and
- (c) an Encumbrance consented to in writing by the Bank

"Property" means all the freehold property known as 8 Eastdale Road, Bakersfield NG3 7GE registered at the Land Registry with title number NT138144



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2527559
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 13 JUNE
2012 AND CREATED BY CEMA LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CLYDESDALE BANK PLC (T/A BOTH CLYDESDALE BANK &
YORKSHIRE BANK) ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JUNE 2012

DX



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**