

817816/13

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

WEDNESDAY



A03 01/06/2011 126
COMPANIES HOUSE

1 Company details

Company number 02960687
Company name in full Golborne Westbourne Limited

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 24/05/2011

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 24 May 2011 made between (1) Golborne Westbourne
Limited (the "Chargor") and (2) Santander UK PLC (the "Chargee") (the
"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,
whether actual or contingent and whether owed
jointly or severally, as principal or surety and/or
in any other capacity whatsoever, owed by the
Chargor to the Chargee together with all costs,
charges and expenses incurred by the Chargee in
connection with the protection, preservation or
enforcement of its respective rights (the "Secured
Obligations").

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

Address

Thames Valley Corporate Banking Centre, 5th Floor,
Davidson House, 2 The Forbury, Reading, Berkshire

Postcode

R G 1 3 E U

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

Please see continuation sheet.

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

N/A

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 Shoosmiths

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 **Priya Krishan**

Company name
Shoosmiths

Address **Thames Valley Office**

Apex Plaza

Forbury Road

Post town **Reading**

County/Region **Berkshire**

Postcode

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Country

DX **DX117879** **Reading (APEX PLAZA)**

Telephone **03700 8688248** Ref **RMN/198061.10**



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

1 GRANT OF SECURITY

1 1 Charges

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 has charged in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations

1 1 1 by way of legal mortgage, the Real Property,

1 1 2 by way of fixed charge, any Real Property now or at any time after the date of the Charge belonging to the Chargor (other than property charged under clause 3 1 1 of the Charge (as described at paragraph 1 1 1 above),

1 1 3 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,

1 1 4 by way of fixed charge all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3 2 of the Charge (as described at paragraph 1 2 below),

1 1 5 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,

1 2 Security Assignment

The Chargor with full title guarantee assigns to the Chargee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the Insurance Policies

2 NEGATIVE PLEDGE

2 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property, other than as permitted under the Facility Agreement

2 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property

DEFINED TERMS

"Charged Property" means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to the Charge,

"Facility Agreement" means the facility agreement dated 14 February 2011 made between,

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

amongst others, the Chargee and the Chargor,

"Insurance Policies" means any policy of insurance and cover note in relation to the Real Property in which the Chargor may from time to time have an interest,

"Plant and Machinery" means

- a) all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of the Charge become, the property of the Chargor, and
- b) all Related Rights,

"Real Property" means,

- a) The leasehold property known as 22 Powis Terrace registered at the Land Registry with title number BGL37363 as set out in schedule 1 of the Charge,
- b) any buildings, fixtures or fittings from time to time situated on or forming part of such property (including any trade textures and fittings), and
- c) all Related Rights,

"Related Rights" means

- a) the proceeds of sale of any part of that asset,
- b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- d) any income, moneys and proceeds paid or payable in respect of that asset



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

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

COMPANY NO. 2960687
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 24 MAY
2011 AND CREATED BY GOLBORNE WESTBOURNE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO SANTANDER UK 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 1 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES