

MG01

Particulars of a mortgage or charge



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LASERFORM

447151/13

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 on a
company. To do this, use form
MG01s

TUESDAY



A22 16/02/2010 212
COMPANIES HOUSE

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1

Company details

Company number 0 2 9 7 8 9 2 4

Company name in full JACKSONS ENTERPRISES (BYKER) LIMITED ("the Mortgagor")

For official use

Filling 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 9 / 0 2 / 2 0 1 0

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 and General Charge ("the Charge")

4

Amount secured

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

Amount secured

All and any part of the money and liabilities becoming due to
any Group Member from the Mortgagor whether on the Mortgagor's
own account or jointly with any other person, whenever and
however incurred, whether now or in the future, including all
interest, costs, charges and expenses payable by the Mortgagor
and including, but not limited to -
(a) overdrafts, personal and other loans or facilities and
further advances of money,
(b) guarantees and indemnities and any of the Mortgagor's
other contingent liabilities,
(c) discount, commission and other lawful charges and
expenses,
(d) interest on any money and liabilities due from the
Mortgagor at the Interest Rate Interest as above applies
before and after any demand or judgment,
(e) money agreed to be paid by the Mortgagor in accordance
with the Conditions and in particular Condition 57,
("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									
Name	SANTANDER UK PLC ("Santander")									
Address	2 TRITON SQUARE, REGENTS PLACE, LONDON									
Postcode	N	W	1		3	A	N			
Name										
Address										
Postcode										

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged									
Short particulars	<p>(1) The Mortgagor with full title guarantee charges 230-236 Shields Road, Byker, Newcastle upon Tyne NE6 1DU registered at the Land Registry with freehold title under title number TY208252 ("the Property") as legal owner and any Other Property now vested in the Mortgagor by way of legal mortgage to Santander.</p> <p>(2) The Mortgagor charges by way of fixed charge -</p> <p>(a) Other Property at any time hereafter vested in the Mortgagor</p> <p>(b) All the Mortgagor's uncalled capital for the time being and all the Mortgagor's Intellectual Property Rights and all other freehold and leasehold property now or in the future in which the Mortgagor has or acquires any legal or beneficial interest</p> <p>(c) Any legal or beneficial interest which the Mortgagor has (whether now or in the future) in all and any Securities.</p> <p>(d) The Mortgagor's Stock in Trade and Plant so far as it is not charged in 1 and 2(a) to (d) above</p> <p>(e) All the Mortgagor's Land Interests not effectively charged by 1, 2(a)-(d) above and 3 below</p> <p>(f) The Mortgagor's Book Debts</p> <p>(g) Any Derivative made between the Mortgagor and any Group Member.</p> <p>(3) The Mortgagor, so far as they are able (but subject to redemption), assigns all the Related Rights to Santander</p> <p>(4) The Mortgagor charges all its Undertaking (other than anything effectively charged or assigned in paragraphs 1- 3 above inclusive) by way of floating charge including (without limitation) any immovable property and any Assets falling within any of the types mentioned in paragraphs 1-3 above situate in Scotland not effectively charged by way of fixed charge.</p>									

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

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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 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 Dickinson Dees 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 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 Nicola Nutley (ABB/16/554)

Company name Dickinson Dees LLP

Address St Ann's Wharf

112 Quayside

Post town Newcastle upon Tyne

County/Region Tyne and Wear

Postcode N E 1 3 D X

Country

DX DX 61191 Newcastle upon Tyne

Telephone Tel 0191 279 9000

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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>In this Form MG01 the following words and expressions shall have the following meanings -</p> <p>"Assets" all and any part of the Mortgagor's undertaking property and assets whatsoever and wheresoever present and future</p> <p>"Book Debts" book and other debts now and from time to time due or owing to the Mortgagor and whether presently payable or in the future falling due for payment (including bank deposits and credit balances, standing to the Mortgagor's account with the Group or any other bank or financial institution or organisation) and all your rights and claims against third parties now or in the future existing and capable of being satisfied by the payment of money. Book Debts do not include Securities.</p> <p>"Conditions" the Conditions in each section of the Group Standard Security Conditions Booklet 2008 Edition.</p> <p>"Derivative" any option, forward, swap or other derivative transaction between the Mortgagor and any Group Member</p> <p>"Facility" any loan financial accommodation or facility which is secured by the Security.</p> <p>"Group" collectively the companies within Santander UK plc's corporate group including any parent company or subsidiary of Santander UK plc.</p> <p>"Group Member" Santander UK plc and each Subsidiary and Parent of Santander UK plc from time to time</p> <p>"Intellectual Proeprty Rights" all the Mortgagor's current or future patents, patent applications, inventions, trademarks, trade names, registered designs, copyrights, know-how and other intellectual property rights and all licences and ancillary rights, benefits, royalties and other income deriving from these rights</p> <p>"Interest Rate" the rate(s) of interest stated in any Facility as it applies to all or any part of the Secured Liabilities If no rate of interest is otherwise stated to apply to all or any part of the Secured Liabilities, the Interest Rate for that part of the Secured Liabilities is 3% over LIBOR.</p> <p>"Land Interests" (a) all interests now and in future belonging to the Mortgagor in or over land or its proceeds of sale (b) all licences now and in future held by the Mortgagor to enter upon or use land (c) the benefit of all other agreements including any easements, restrictive covenants or other rights relating to land to which the Mortgagor is or may become party or otherwise entitled (d) all trade and tenant's fixtures plant and machinery now and in future annexed for whatever purpose to Real Property.</p> <p>"LIBOR" on any day the rate at which sterling deposits are offered for a three Month period by prime banks in the London inter-bank market at 11am.</p>

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The rate is (a) the rate which appears on the display designated as the British Bankers Association's Interest Settlement Rate on the Reuters service or such other page or service as may replace it or (b) if no such display rate is then available, the mean of the rates notified by each Reference Bank

"Month" calendar month.

"Other Property" the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or in its sale proceeds, now or in the future vested in belonging to or charged to the Mortgagor, together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property, as well as any Related Rights

"Real Property" all and any part of the Property and Other Property which is or becomes the subject of the Security

"Reference Bank" Barclays Bank PLC and National Westminster Bank Plc or such other United Kingdom bank(s) as Santander may from time to time determine

"Related Rights" (a) sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or may become payable in respect of Real Property or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning Real Property (b) all rights, licenses, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to Real Property (c) any shares or membership rights mentioned in Condition 25 (d) any goodwill of any business from time to time carried on at Real Property (e) any rental and other money payable under any lease, license or other interest created in respect of Real Property and (f) any other payments whatever in respect of Real Property, for example, payments from any insurance policy or any compensation money.

"Stock in Trade and Plant" all plant and machinery now or in the future belonging to the Mortgagor (excluding however plant and machinery for the time being forming part of the Mortgagor's stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery and all chattels now or at any time hired or leased by the Mortgagor to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract

"Subsidiary; Holding Company" a subsidiary company or holding company (as the case may be) as defined by Section 1162 of the Companies Act 2006

"Securities" stocks shares and other securities of any kind including all

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allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend interest or otherwise and all your rights and interests in and claims under all policies of insurance and assurance now or in the future held by or enduring to the Mortgagor's benefit

"Undertaking" all the Mortgagor's undertaking and goodwill and all the Mortgagor's property assets and rights whatsoever and wheresoever both present and future



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2978924
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL AND GENERAL CHARGE
DATED 9 FEBRUARY 2010 AND CREATED BY JACKSONS
ENTERPRISES (BYKER) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO ANY
GROUP MEMBER 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 16 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 FEBRUARY
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES