

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

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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A11VK8Q2

03/02/2012

COMPANIES HOUSE

#158

1

Company details

Company number ☒ 0 3 0 2 0 2 4 2

Company name in full ☒ Merlina Limited (the "Chargor")

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 ☒ d0 d1 m0 m2 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 (the "Legal Charge")

4

Amount secured

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

Amount secured ☒

(A) All moneys and all liabilities now or
hereafter due, owing or incurred by the
Chargor to the Lender as security trustee and
its subsidiaries for the time being (the
"Group Members") (or any of them) when the
same become due for payment or discharge
whether by acceleration or otherwise, and
whether express or implied, present, future or
contingent, joint or several, incurred as
principal or surety, originally owing to the
Group Members (or any of them) or purchased or
otherwise acquired by them or it,

Please see attached continuation sheet

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	/	Santander UK plc (the "Lender")
Address	/	Wales Corporate Banking Centre, 9 Queen Street, Cardiff
Postcode		C F 1 0 2 U D
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	<p>(A) As a continuing security by way of legal mortgage each of the properties (the "Properties") specified in the schedule below together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (each a Property)</p> <p>(B) As a continuing security by way of fixed charge</p> <ul style="list-style-type: none"> the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled, its rights under the appointment of any managing agent of any of the Properties, all its rights, title and interest in the Insurances, the benefit of all authorisations, consents, approvals, resolutions, licences, exemptions, filings or registrations ("Authorisations") held in connection with the use of any of the undertaking, property and assets of the Chargor described in this clause B and clause C below including any part thereof and any interest therein (the "Charged Assets") or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets; and if and in so far as any assignment in clause C below shall for any reason be ineffective as an assignment, the assets referred to in that clause
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Please see attached continuation sheet

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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).

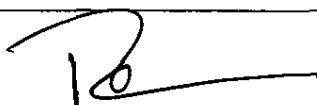
9 Signature

Please sign the form here

Signature

Signature

X



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 Simon Pickett

Company name Beachcroft LLP

Address Portwall Place

Portwall Lane

Post town Bristol

County/Region

Postcode B S 9 9 7 U D

Country

DX DX 7846 Bristol

Telephone 0117 918 2036



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 enquires@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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Amount secured

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

Amount secured

- (A) CONT
denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor
- (B) Interest on any amounts payable under the Legal Charge from the due date up to the date of actual payment (both before and after judgment) at the highest rate of interest described in the finance documents (the "Finance Documents") governing the secured liabilities described in (A) and (B) (the "Secured Liabilities"), such interest (if unpaid) being compounded monthly

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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

CONT ...

(C) By way of assignment absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property (the "Rental Income") and all the Chargor's other rights, title and interest under each agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor (the "Occupational Lease")

THE SCHEDULE

Units 1-4 Upper Park Road, Tenby, Pembrokeshire (SA70 7LT) otherwise referred to as land on the south side of Upper Park Road, Tenby, Pembrokeshire	Title Number WA498149
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NOTE

- (A) By clause 5 2 of the Legal Charge the Chargor shall not create or permit to subsist any security over any of the Charged Assets, other than (a) any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect ("Security") granted in favour of the Lender (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor or (c) any Security permitted by the Lender in writing
- (B) By clause 5 18 of the Legal Charge the Chargor (a) will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so and (b) shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same
- (C) By clause 5 3 of the Legal Charge the Chargor covenanted that it will (a) collect in the ordinary course of its business and pay into a bank account specified by the Lender all Rental Income and hold the proceeds of such Rental Income (until payment into such bank account) on trust for the Lender and (b) not, without the prior written consent of the Lender (i) set off, vary, postpone or release any obligation of any person to pay Rental Income or (ii) do or omit to do anything which may delay or prejudice the full recovery of any Rental Income

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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	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3020242
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 1
FEBRUARY 2012 AND CREATED BY MERLINA LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SANTANDER UK PLC AS SECURITY TRUSTEE
AND ITS SUBSIDIARIES FOR THE TIME BEING (THE "GROUP
MEMBERS") (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 3 FEBRUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2012

AX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES