

MG01

Particulars of a mortgage or charge

989944/13



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 company. To do this, please use form MG01s

MONDAY



AVVWJYN0

A14

24/10/2011

11

COMPANIES HOUSE

1

Company details

Company number

0 3 8 9 2 4 1 6

Company name in full

Megaplace Limited (the "Assignor")

For official use

6

→ 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

d2 d1 m1 m0 y2 y0 y1 y1

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

Deed of Rental Assignment (the "Deed of Rental Assignment")

4

Amount secured

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

Amount secured

Indebtedness

The Assignor hereby covenants that it will pay to Nationwide all moneys and discharge all obligations and liabilities now or in the future due, owing or incurred to Nationwide by the Assignor when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities which are due, owing or incurred to Nationwide may be

(a) express or implied,

(b) present, future or contingent,

(c) joint or several,

(d) incurred as principal or under a guarantee or indemnity to Nationwide,

(e) originally owing to Nationwide or purchased or otherwise acquired by it,

(f) denominated in Sterling or in any other currency, or

(g) incurred on any banking or other account or in any other manner whatsoever

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 Nationwide Building Society ("Nationwide")

Address Nationwide House

Pipers Way, Swindon

Postcode S N 3 8 1 N W

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

Assignment

The Assignor with full title guarantee as a continuing security for the payment and discharge of assignment of the Indebtedness hereby assigns to Nationwide the Rent

Assignment provisions

In respect of the Rents

(a) they are assigned absolutely but subject to reassignment upon the Indebtedness being paid or discharged in full and there being no future or contingent Indebtedness which may arise, whereupon Nationwide shall, at the request and cost of the Assignor, reassign the Rents to the Assignor,

(b) Nationwide may (but shall not be obliged to), and the Assignor shall promptly on request by Nationwide, give to any relevant third parties such notices of assignment as Nationwide shall from time to time require,

(c) Nationwide shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the Borrower under any lease, agreement or contract and the Assignor shall continue to observe and perform such obligations and shall indemnify Nationwide against any liability for performance or breach of them, and

(d) Nationwide shall, notwithstanding the assignment, have no responsibility to take any steps to recover the Rents and shall not be under any liability for reason of it either having abstained from taking any such steps or having taken any such steps

Further advances

The Deed of Assignment secures further advances made by Nationwide to the Borrower

Negative pledge

The Chargor undertakes to Nationwide not to assign or dispose or purport to assign or dispose of

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Particulars of a mortgage or charge

4	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	Other liabilities <p>The liabilities referred to in clause 2.1 of the Deed of Assignment shall, without limitation, include</p> <p>(a) all liabilities arising under the Deed of Assignment including without limitation under clause 8 of the Deed of Assignment,</p> <p>(b) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates, and</p> <p>(c) interest (both before and after judgement) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness or otherwise in respect of the Assignor or any guarantor of any part of the Indebtedness</p>	

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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

the Rents in whole or in part or grant, create or permit to subsist any Security Right (whether ranking in priority to, pari passu with or subordinate to the security hereby created) on or against the Rents or any part thereof without the express prior written consent of Nationwide

Continuing security

The Deed of Assignment and the obligations of the Assignor under the Deed of Assignment shall

i) secure the Indebtedness owing to Nationwide by the Assignor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever,

ii) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide,

iii) not merge with or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by Nationwide dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable,

iv) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Assignor in respect of any Indebtedness nor by any legal limitation in any matter in respect of any Indebtedness or by any other fact or circumstances (whether known or not to the Assignor or Nationwide) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by Nationwide, and

v) remain binding on the Assignor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving Nationwide or of the assets of Nationwide and for this purpose this Deed of Assignment and all rights conferred on Nationwide under it may be assigned or transferred by Nationwide accordingly

Definitions

"**Borrower**" means the Assignor,

"**Facility Letter**" means at any time the facility letter issued by Nationwide and accepted by the Borrower in respect of facilities made available by Nationwide to the Borrower and if there is more than one of them, as the context requires, means each and/or all such facility letters,

"**Indebtedness**" means all moneys, obligations and liabilities to be paid by the Assignor referred to in clause 2 of the Deed of Assignment,

"**Rents**" means all the right, title, benefit and interest (whether present or future) of the Assignor in and to all rent, licence fees or other sums of money now or at any time received or recoverable by the Assignor from any tenant or licensee of the Property or any part thereof including, without limitation, service charge and insurance payments (whether such tenant's tenancy or licensee's licence be express, implied or by operation of law) and any other income in respect of the Property whatsoever but excluding any Value Added Tax on such sums,

"**Property**" means the property described in Part B of the Schedule of the Deed of Assignment, and

"**Security Right**" means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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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

None

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

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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 ACB 202232 91

Company name Shoosmiths

Address Witan Gate House

500 - 600 Witan Gate West

Post town Milton Keynes

County/Region

Postcode M K 9 1 S H

Country

DX DX729360 Milton Keynes 15

Telephone 03700 868300



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3892416
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF RENTAL ASSIGNMENT
DATED 21 OCTOBER 2011 AND CREATED BY MEGAPLACE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO NATIONWIDE BUILDING
SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 24 OCTOBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 OCTOBER
2011**

DX



Companies House
— for the record —



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