

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

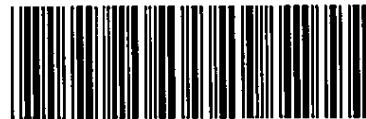
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is

You cannot use this form to register
particulars of a charge created by a
company. To do this you must use
form MG01s

SATURDAY



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08/10/2011

113

COMPANIES HOUSE

Please

gov.uk

official use

1

Company details

Company number 04435134

Company name in full Barndrill Limited

60

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 03/01/2011

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 Deed of Rental Assignment ("the Deed")

4

Amount secured

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

Amount secured

Pursuant to clause 2.1 of the Deed, the Assignor has covenanted 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,

(See MG01 C1 for continuation of this Section 4)

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

Pursuant to clause 3 1 of the Deed the Assignor with full title guarantee as a continuing security for the payment and discharge of assignment of the Indebtedness has assigned 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

(See MG01 C3 for continuation of this Section 6)

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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

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 BURKE & SAMUEL LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 Sally Jupp

Company name Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode

B

S

2

0

Z

X

Country

DX

Telephone



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

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Amount secured

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

Amount secured

- (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

Pursuant to clause 2.2 of the Deed the liabilities referred to in clause 2.1 of the Deed shall, without limitation, include

- (a) all liabilities arising under the Deed including without limitation under clause 8 of the Deed (*Indemnities and costs and expenses*),
- (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
- (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

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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

Credit balances

Pursuant to clause 3 3 of the Deed, the Assignor irrevocably and unconditionally agreed that if there shall from time to time be any credit balance on any of the Assignors accounts with Nationwide, Nationwide shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Assignor whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment

Further advances

Pursuant to clause 3 4 of the Deed, the Deed secures further advances made by Nationwide to the Borrower

Definitions

For the purposes of Sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

Assignor	means Barndrill Limited, Company No 04435134, Registered Office Argyle House Northside, Level 3, Joel Street, Northwood Mills, Middlesex, HA6 1LN,
Enforcement Date	means the date on which Nationwide demands the payment or discharge of all or any part of the Indebtedness or, if earlier, any date on, or after, the occurrence of an Event of Default,
Event of Default	has the meaning given to it in the Facility Letter,
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,
Property	means the leasehold land being parts of basement, ground and first floors, being part of 1 to 5 (odd) Baker Street, and the upper ground and upper part of the building being 2 to 4 Portman Close and part of Fitzhardinge House, 14 Portman Square, London registered with title number NGL811837 The leasehold land being Ground floor garages 9, 10, 16 and 17 and parking space F at Fitzhardinge House, Portman Square, London registered with title number NGL811836
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,
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,

APPENDIX 5

Additional information on the Deed

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

OBLIGATIONS IN RESPECT OF THE RENT

Undertakings

Pursuant to clause 4 1 of the Deed, the Assignor has covenanted

- (a) *Not dispose* not assign or dispose or purport to assign or dispose of 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
- (b) *No indulgence* not release payment or grant time or indulgence in relation to the Rents or suffer to arise any set-off or other adverse rights against the Rents or do or omit to do anything which may delay or prejudice the right of the Nationwide to receive payment of the Rents

POWER OF ATTORNEY

Power of attorney

Pursuant to clause 9 1 of the Deed, the Assignor by way of security has irrevocably appointed Nationwide and any Receiver jointly and severally to be its attorney with full power of delegation in its name and on its behalf

- (a) to sign, execute, seal, complete and deliver any document, Deed of Assignment, agreement, instruments or act which Nationwide may require for perfecting the title of Nationwide to the Rents or for vesting the same in Nationwide, its nominees or generally for any of the purposes set out in this Deed of Assignment,
- (b) to sign, execute, seal, complete and deliver and otherwise perfect any further security document referred to in clause 12, and
- (c) otherwise generally to sign, seal, execute and deliver all Deed of Assignment, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on Nationwide or a Receiver under this Deed of Assignment or which may be deemed expedient by Nationwide or a Receiver in connection with any realisation or getting in by Nationwide of the Rents or any of them or in connection with any other exercise of any power under this Deed of Assignment

Ratification

Pursuant to clause 9 2 of the Deed, the Assignor has covenanted that it will ratify and confirm all transactions entered into by Nationwide any Receiver, or any delegate of Nationwide in the exercise or purported exercise of Nationwide's or the Receivers respective powers and all things done by Nationwide, such Receiver or delegate by virtue of any power of attorney given by this clause 9 of the Deed

Irrevocable

Pursuant to clause 9 4 of the Deed, the Assignor has acknowledged that the power of attorney granted to Nationwide by the Deed and its delegates and substitutes is granted irrevocably and for value as part of the security constituted by the Deed to secure the proprietary interests of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971

CONTINUING SECURITY AND OTHER MATTERS

Continuing security

Pursuant to clause 10 1 of the Deed, the Deed and the obligations of the Assignor under the Deed shall

- (a) 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

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Short particulars

- (b) 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,
- (c) 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,
- (d) 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
- (e) 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

FURTHER ASSURANCE

Further assurance

Pursuant to clause 12.1 of the Deed, the Assignor shall if and when at any time required by Nationwide

- (a) execute such further Security Rights and assurances in favour of Nationwide and do and deliver all such acts and things as Nationwide shall from time to time require over or in relation to all or any of the Rents to secure the indebtedness or to perfect or protect the security intended to be created by this Deed of Assignment over the Rents or any of them, and
- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which Nationwide may then require to facilitate the realisation of the Rents

Certain documentary requirements

Pursuant to clause 12.2 of the Deed, such further assurances shall be prepared by or on behalf of Nationwide at the expense of the Assignor and shall contain,

- (a) an immediate power of sale without notice,
- (b) a clause excluding section 93 of the Law of Property Act 1925 and the restrictions contained in section 103 of the Law of Property Act 1925, and



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4435134
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF RENTAL ASSIGNMENT
DATED 30 SEPTEMBER 2011 AND CREATED BY BARNDRILL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO NATIONWIDE BUILDING
SOCIETY 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
8 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES