

MG01

Particulars of a mortgage or charge



152105/13

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 NO

You cannot use this form to register particulars of a charge company. To do this, use form MG01s

WEDNESDAY



A08

"A1B07TM9"

13/06/2012

#215

COMPANIES HOUSE

1 Company details

Company number 0 4 9 7 8 5 8 0

Company name in full Wainhomes (North West) Limited

(the "Borrower")

For official use

10

→ 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 d 0 d 6 m 0 m 6 y 2 y 0 y 1 y 2

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

4 Amount secured

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

Amount secured

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Bank of Scotland by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in Bank of Scotland and including discount, commission and other lawful charges or expenses which Bank of Scotland may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them (the "Secured Liabilities") see continuation page

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 Bank of Scotland plc

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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

See continuation page

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

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

MG01

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 Sarah Gill

Company name Squire Sanders (UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region

Postcode L S 3 1 E S

Country England

DX

Telephone 0113 284 7197



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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Definitions</p> <p>"Interest" means any sum of money payable to Bank of Scotland by way of interest upon the Secured Liabilities</p> <p>"Expenses" means the total of the following</p> <p>(i) any commission and other charges which Bank of Scotland may from time to time charge to the Borrower in the ordinary course of Bank of Scotland's business in respect of the Secured Liabilities or any service provided by Bank of Scotland to the Borrower,</p> <p>(ii) any costs, charges, premiums, fees and expenses incurred from time to time by Bank of Scotland or the Receiver under the Bank of Scotland Commercial Charge Conditions (2007 Edition) (the "Conditions") and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by Bank of Scotland or the Receiver of their powers under the Conditions,</p> <p>(iii) any costs, charges and expenses incurred by Bank of Scotland or the Receiver in connection with Bank of Scotland or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property,</p> <p>together with Value Added Tax upon such sums where appropriate</p> <p>"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by Bank of Scotland pursuant to the Charge in respect of the Owner or of all or part of the Property</p> <p>"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to Bank of Scotland as security for the Secured Liabilities and also</p> <p>(i) the Owner's successors and personal representatives, and</p> <p>(ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge</p> <p>"Property" means the freehold or leasehold property charged to Bank of Scotland by the Charge as security for the repayment of the Secured Liabilities together with any other assets or rights charged by the Charge</p> <p>"Charge" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to Bank of Scotland</p>	

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	<p>1 COVENANT TO PAY</p> <p>1 1 The Borrower agreed with Bank of Scotland that it will pay the Secured Liabilities when Bank of Scotland demands in writing</p> <p>2. CHARGING PROVISIONS</p> <p>2 1 As security for the Secured Liabilities, the Chargor with full title guarantee charged to Bank of Scotland</p> <p>2 1 1 by way of legal mortgage, the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,</p> <p>2 1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,</p> <p>2 1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of this charge,</p> <p>2 1 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to Bank of Scotland absolutely subject to redemption upon repayment of the Secured Liabilities,</p> <p>2 1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under this charge,</p> <p>2 1 6 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this charge on or in or used in connection with the Property or the business or undertaking conducted at the Property</p> <p style="text-align: center;"><u>DEFINITIONS</u></p> <p>"Property" means the freehold/leasehold property known as land at petersgate Mill Moss Lane Worsley registered under Title Numbers GM88513, MAN162957 and GM5571346</p> <p>"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Bank of Scotland by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in Bank of Scotland and including discount, commission and other lawful charges or expenses which Bank of Scotland may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them</p> <p>"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or</p>	

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

any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to Bank of Scotland as security for the Secured Liabilities and also

- (i) the Owner's successors and personal representatives, and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge



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

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

**COMPANY NO. 4978580
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 6 JUNE
2012 AND CREATED BY WAINHOMES (NORTH WEST) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BANK OF SCOTLAND PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 13
JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JUNE 2012

