

MR01

Particulars of a charge



178454113

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08

For further information, please
see guidance at

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge.
Delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record.



RCS "R28LJPAB"
17/05/2013 #161
--- COMPANIES HOUSE
"A28LBY7C"
A18 17/05/2013 #278
COMPANIES HOUSE

1 Company details

Company number 5 3 6 5 3 9 6

Company name in full Alltrust Services Limited

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d0 d1 m0 m5 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Miller Parkgate No 1 Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Block 1 The Pavillions Knutsford Business Park, Mobberley Road, Knutsford, Cheshire, WA16 8ZR as shown edged red on Plan 1 (a copy of which is attached to the charge)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **HUGHRA**

Company name
Addleshaw Goddard LLP

Address **100 Barbirolli Square**

Post town **Manchester**

County/Region

Postcode **M 2 3 A B**

Country **UK**

DX **14301 Manchester**

Telephone **0161 934 6000**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 5365396

Charge code: 0536 5396 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2013 and created by ALLTRUST SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2013.

Given at Companies House, Cardiff on 5th June 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL
Addeshaw Goddard LLP
DATE 16 May 2013
ADDLESHAW GODDARD LLP

This Legal Mortgage is dated 10th May April 2013

Between:

- (1) John Robert Mamelok of [REDACTED], Rachel Maryse Mamelok of [REDACTED] and Alltrust Services Limited (Company No. 05365396) whose registered office is at Imperial House, Imperial Way, Newport, Gwent NP10 8HU as trustees of the Haig House Pension Trust (the **Mortgagor**)
- (2) **Miller Parkgate No. 1 Limited** (Company No. 05986711) whose registered office is at c/o Miller 33 Bruton Street, London, W1J 8QU (the **Company**)

Description of the leasehold property to be mortgaged. Block 1 The Pavillions Knutsford Business Park, Mobberley Road, Knutsford, Cheshire, WA16 8ZR shown edged red on Plan 1 and demised by a lease of even date between the Company (1) and the Mortgagor (2)

- 1 If the expression "Mortgagor" includes one or more person it shall be constructed as referring to all and/or any one or more of those persons and their obligations shall be joint and several.
- 2 The Mortgagor with full title guarantee charges by way of first legal mortgage all and every interest in or over the property described above which the Mortgagor now or hereafter has power so to charge and charges in equity all other interests therein (the **Mortgaged Property**) and the proceeds of sale thereof and charges to the Company all moneys to be received under any policy of insurance effected in respect of the Mortgaged Property as a continuing security to the Company for the discharge on demand of
 - (i) The sum of £300,000.00 (three hundred thousand pounds) plus any applicable VAT (**Additional Premium**) due from the Mortgagor to the Company under or in connection with the lease of even dated made between the Company (1) and the Mortgagor (the **Lease**)
 - (ii) any loss suffered by the Company pursuant to the Lease arising out of the Mortgagor's failure to pay the Additional Premium in accordance with clause 4 1(b) of the Lease
 - (iii) all reasonable costs charges and expenses incurred by the Company in enforcing this Mortgage on a full indemnity basis

and for the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgment) at the interest rate defined in the Lease. Such interest will be calculated and compounded as agreed or in such manner as the Company may reasonably determine from time to time.

The costs and expenses referred to herein shall include (for avoidance of doubt) all reasonable amounts the Company may from time to time require to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Mortgage and recovery of the liabilities secured by it. In the absence of manifest error a certificate signed by an officer of the Company as to the amount of such costs and expenses incurred by the Company from time to time shall for all purposes be conclusive evidence (and admissible as such) against and binding upon the Mortgagor.

- 3 The Mortgagor will keep the Mortgaged Property in a good state of repair and condition and will keep it insured against such risks and with such office and for such amounts as the

Company may from time to time approve. If the Mortgagor fails to maintain or insure the Mortgaged Property the Company may do so at the expense of the Mortgagor and without thereby becoming a mortgagee in possession.

- 4 Section 103 of the Law of Property Act 1925 shall not apply to this Mortgage and the statutory power of sale and other powers shall be exercisable at any time after demand.
- 5 If the Mortgagor is not a company (or to the extent that the charge expressed to be created by Clause 2(b) is ineffective) and in the event of the Company taking possession of the Mortgaged Property then without prejudice to clause 7 below the Company is hereby authorised as agent for the Mortgagor to remove store sell or otherwise deal with any furniture or goods whatsoever which the Mortgagor shall fail or refuse to remove from the Mortgaged Property within seven days of being requested so to do by notice from the Company and the Company shall not be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Company against all expenses incurred by the Company in relation to such furniture or goods and the Company shall account to the Mortgagor for the proceeds of any such sale after deducting any such expenses.
- 6 The statutory powers of leasing or of accepting surrenders of leases conferred on mortgagors shall not be exercised by the Mortgagor nor shall the Mortgagor part with possession of the Mortgaged Property or any part thereof nor confer upon any person firm company or body whatsoever any right or interest to occupy the Mortgaged Property or any part thereof without the consent in writing of the Company but the Company may grant or accept surrenders of leases without restriction.
- 7 At any time after the power of sale has become exercisable the Company may by writing under the hand of any officer of the Company appoint any person or persons to be receiver(s) of the Mortgaged Property or any part or parts thereof (a Receiver). The Company and/or any Receiver appointed hereunder may (without prejudice to any other powers howsoever conferred) enter the Mortgaged Property or any part(s) thereof (whether or not any income is arising therefrom) and shall (severally) have full power (i) to do any act or deed whatsoever (in the case of the Company and any Receiver for and in the name of or on behalf of the Mortgagor or in the case of the Company as mortgagee) in relation to or in connection therewith which the Mortgagor was (or might have been) capable of doing and irrespective of the Mortgagor's death insolvency or incapacity and treating the Mortgagor conclusively as sole legal and beneficial owner (including (without limitation) power to manage build complete layout repair cleanse develop use deal with apply for registration permissions and licences equip furnish get-in receive and collect moneys arising sell give effective receipts exchange lease licence sub-lease surrender and accept surrender of leases convey assign transfer covenant exercise statutory rights insure litigate contract compromise employ agents and servants and provide services) and (ii) to conduct any business carried on or in the opinion of the Company or any Receiver capable of being carried on in or from the Mortgaged Property and shall in connection therewith have all of the powers referred to above. Any expenditure incurred in so doing shall be immediately repayable by the Mortgagor with interest at the rate aforesaid and shall be a liability charged on the Mortgaged Property in priority to all other sums secured thereon. The Company and any Receiver may utilise any moneys from time to time received for the purpose of financing any expenditure or costs at any time incurred in connection with the exercise of any powers hereby or otherwise conferred in advance of any other payments or application (whether under Section 109(8) of the Law of Property Act 1925 or otherwise). Any Receiver may borrow and/or secure payment of money which may be required for the exercise of any of the powers hereby or otherwise conferred in such a manner (including the creating of new legal charges of the Mortgaged Property whether or not having priority to this Mortgage) as may

be considered expedient. Neither the Company nor any Receiver shall be liable to the Mortgagor as mortgagee in possession or otherwise for any loss howsoever occurring in the exercise of any such powers and any Receiver shall be the agent of the Mortgagor (who shall be solely responsible for his acts defaults and remuneration). Section 109(6) of the said Act shall apply as though the words "not exceeding five per centum of the gross amount of all money received" were omitted. The Mortgagor hereby irrevocably appoints the Company and any Receiver as agents and attorneys to exercise (severally) any of the said powers. The powers of attorney hereby given are given by way of security. The powers hereby conferred may also be exercised by any substitute or delegate appointed in writing by the Company or any Receiver or by any attorney of any of them or by any substitute or delegate appointed in writing by any such substitute delegate or attorney shall be treated by the Mortgagor and the Company and shall be effective in all respects as an exercise by the Company or by the Receiver as the case may be. The Company and any Receiver (including any substitute delegate or attorney as aforesaid) in connection with any powers howsoever conferred may do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as they may consider necessary or desirable in relation to the exercise of any such powers.

- 8 None of the persons included in the expression "the Mortgagor" shall as against the Company be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "the Mortgagor".
- 9 A demand or notice hereunder shall be in writing signed by an officer or agent of the Company and may be served on the Mortgagor by hand or by post. Service by hand may be made either by delivering the same to the Mortgagor or leaving the same addressed to the Mortgagor at the Property or at the address last provided to the Company by the Mortgagor as its address for service. A demand or notice by post may be addressed to the Mortgagor at the Property or at the address last provided to the Company by the Mortgagor as its address for service and shall be deemed to have been received if posted two days after the day on which it was posted.
- 10 The Mortgagor consents to an application being made by the Company to the Land Registrar for the following restriction in Form P to be registered against the Mortgagor's title to the Property: "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated ^{13th April} 2013 in favour of Miller Parkgate No.1 Limited referred to in the charges register."
- 11 At any time, without the consent of the Mortgagor, the Company may assign or transfer the whole or any part of the Company's rights and/or obligations under this Mortgage to any person.
- 12 The liability of Alltrust Services Limited in relation to this Mortgage will be limited to the value of the assets of the Haig House Pension Trust.
- 13 This Mortgage shall be governed and construed in accordance with the laws of England

In Witness whereof this Deed has been executed by the Mortgagor the day and year first before written

Executed as a deed by
Miller Parkgate No. 1 Limited
acting by two directors or by a director and its
secretary

)
) Director
)
) Director/Secretary

Executed as a deed by
John Robert Mamelok
In the presence of

)
)
)

KATH ABERNETHY
Signature of witness

Name ...

Address ..

Executed as a deed by
Rachel Maryse Mamelok
In the presence of

)
)
)

Signature of witness

Name **KATH ABERNETHY** ..

Address

Executed as a deed by)
Alltrust Services Limited acting by a director)
In the presence of)

[Redacted]

[Redacted]

Signature of witness

Name *W E BROWNING*

Address [Redacted]
[Redacted]

MP 13 25

Podmore Hollow

Cranford Drive

El Sub Sta

Issues

Day Nursery

Rookery

0m 10m 20m