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COMPANIES FORM No. 395

Particulars of a mortgage or charge

093743/13

395

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



5509192

Name of company

* Wellbark Nom B Limited ("the Company")

Date of creation of the charge

6 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Charge (the "Deed")

Amount secured by the mortgage or charge

All monies and liabilities now or hereafter due, owing or incurred by the Chargors (or any of them) or the Principals (or any of them) to the Lender whether express or implied, present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Lender or purchased or otherwise acquired by it; 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 Lender in relation to any such moneys or liabilities, the Charged Assets or generally in respect of the Chargors (or any of them) or the Principals (or any of them) ("Secured Liabilities").

For definitions please see the attached Schedule.

Names and addresses of the mortgagees or persons entitled to the charge

Alliance & Leicester plc of Carlton Park, Narborough, Leicester (the "Lender")

Postcode LE19 0AL

Presenter's name address and
reference (if any):

Irwin Mitchell LLP Solicitors
2 Wellington Place
Leeds
LS1 4BZ

JK/CIA/3268500-9

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



A35

AOG5ZBTM

24/07/2009

343

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Chargors charge to the Lender as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:

(a) by way of legal mortgage each of the Properties;

(b) by way of fixed charge:

(i) the benefit of all agreements relating to each Property to which they are or may become a party or otherwise entitled including but not limited to the Lease dated 20 March 1997 made between (1) Anne French Cheetham, Gary Vincent Cheetham and Cheethams (Workshop) Limited and (2) Mechanised Project Management in respect of access rights in favour of 1 Bridge Street, Workshop and all documents that vary or are collateral or supplemental to it;

(ii) their rights under the appointment of any managing agent of any of the Properties;

Continued on Addendum 4/4

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Jim Mitchell LLP

Date

22/7/09

On behalf of ~~XXXXXX XXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

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Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(iii) all their rights, title and interest in the Insurances;

(iv) the benefit of all Authorisations held in connection with the use of any 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 them in respect of such Authorisations or the Charged Assets; and

(v) if and in so far as any assignment in clause 2.2 of the Deed (Assignment) shall for any reasons be ineffective as an assignment, the assets referred to in that clause.

2. The Chargors assign to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all their rights, title and interest both present and future in and to the Rental Income and all the Chargors' other rights, title and interest under each Occupational Lease.

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Chargors, reassign the Charged Assets to the Chargors or as they may direct.

Note, inter alia:

3. The Deed provides that the charges and assignment created by the Deed rank as first charges or assignments and are given with full title guarantee.

4. The Deed provides that the Chargors shall:-

(a) give notice in the form specified in schedule 4 of the Deed to the other parties to each Occupational Lease that the Chargors have assigned to the Lender all their right, title and interest in each Occupational Lease.

(b) give the notices referred to in clause 3(1) of the Deed on request by the Lender

Name of company

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following the occurrence of an Event in Default which is continuing;

(c) use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form appended to such notice within 5 Business Days of that notice being given.

5. The Deed provides that the Chargors will:

(a) collect 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;

(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.

6. The Deed provides that the Chargors shall, if and when required by the Lender:

(a) execute such further Security and assurances in favour of the Lender and do all such acts or things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and

(b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Deed.

SCHEDULE

DEFINITIONS

In these particulars, the following defined terms are used:

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Charged Assets means all the undertaking, property and assets of the Chargors described in clause 2.1 (Fixed Charge) and clause 2.2 (Assignment) of the Deed including any part thereof and any interest therein

Chargor means any of the following parties:- the Principal, Wellbark Nom A Limited (Company Registration Number 5509179) and the Company all of St Ann's Wharf, 112 Quayside, Newcastle Upon Tyne, NE99 1SB

Event of Default means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents

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Finance Documents means the documents governing the terms of the Secured Liabilities

General Partner means Wellbark GP Limited (Company Registration Number 5506597) whose registered office is at St Ann's Wharf, 112 Quayside, Newcastle upon Tyne, NE99 1SB

Insurances means all contracts or policies of insurance relating to the Charged Assets in which the Chargors have an interest

Occupational Lease means any 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 Chargors are landlord or licensor

Principal means MMO Investors Limited Partnership (LP013521) acting through the General Partner of St Ann's Wharf, 112 Quayside, Newcastle Upon Tyne, NE99 1SB

Properties means the following assets of the Chargors:-

<u>Property Description</u>	<u>Title Number</u>
77A-79 Marygate, Berwick upon Tweed	ND768
27 English Street, Carlisle	CU80465
56 Carlton Street, Castleford	WYK89375
56A Carlton Street, Castleford	WYK672097
1 Dukesway Court, Team Valley	TY173417
26 Westgate, Guisborough	CE79259
22 Cheapside, Lancaster	LA736016
42 Clayton Street, Newcastle upon Tyne	ND10641
90-91 Bedford Street, North Shields	TY341950
14-14A Carolgate, East Redford	NT350423
11-15 & 3A Effingham Street, Rotherham	YK6898 & SYK99714
1 Bridge Street, Worksop	NT310570
14A Bridge Street, Worksop	NT335847

together with all buildings and fixtures 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)

Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargors in connection with the letting or permitted third party occupation or use of the whole or any part of a Property

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5509192
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 6 JULY
2009 AND CREATED BY WELLBARK NOM B LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CHARGORS (OR ANY OF THEM) OR THE PRINCIPALS (OR ANY
OF THEM) TO ALLIANCE & LEICESTER PLC ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 24 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2009



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES