

MG01

Particulars of a mortgage or charge

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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 Scottish company. To do this, please use form MG01s.

WEDNESDAY



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25/11/2009

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COMPANIES HOUSE

<b>1 Company details</b>		<b>3</b> For official use	
Company number	6 3 3 4 2 6 5	<b>Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *	
Company name in full	Luga Menston Limited (the "Company")		
<b>2 Date of creation of charge</b>			
Date of creation	d 2 4 m 1 1 y 2 0 0 9		
<b>3 Description</b>			
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.			
Description	Third Party Legal Mortgage dated 24 November 2009 in favour of The Governor & Company of the Bank of Ireland (the "Deed")		
<b>4 Amount secured</b>			
Please give us details of the amount secured by the mortgage or charge.			
Amount secured	The Company covenants with The Governor & Company of the Bank of Ireland (the "Bank") that it will pay all money and liabilities now or hereafter due, owing or incurred to the Bank by Luga Parliament House Limited (CRN 5989015) in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith (the "Secured Obligations") as and when the same fall due for payment.		
		<b>Continuation page</b> Please use a continuation page if you need to enter more details.	


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<b>5 Mortgagee(s) or person(s) entitled to the charge (if any)</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.		
Name	The Governor & Company of the Bank of Ireland	
Address	36 Queen Street	
	London	
Postcode	E C 4 R 1 H J	
Name		
Address		
Postcode		
<b>6 Short particulars of all the property mortgaged or charged</b>		
Please give the short particulars of the property mortgaged or charged.		
Short particulars	<p>3. CHARGING CLAUSE</p> <p>As a continuing security for the payment of the Secured Obligations the Company hereby charges in favour of the Bank with full title guarantee:</p> <p>3.1 by way of first legal mortgage Flat 8, Montpellier Apartments, Montpellier Terrace, Harrogate, HG1 2QY (the "Property"), together with all buildings and fixtures (including trade fixtures) at any time thereon; and</p> <p>3.2 by way of first fixed charge the proceeds of any insurance from time to time affecting the Property or all the assets, property and goodwill of the Company charged to the Bank pursuant to the terms of this Deed (the "Charged Property").</p> <p>4. CONTINUING SECURITY</p> <p>4.1 This security is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Company or any other person of the whole or any part of the Secured Obligations.</p> <p>4.2 This security is to be in addition and without prejudice to any other security or securities which the Bank may now or hereafter hold for the Secured Obligations or any part thereof and this security may be enforced against the Company without first having recourse to any other rights of the Bank.</p> <p>6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>Except to the extent permitted by any facility agreement from time to time which the Bank make available to the Borrower for loan facilities, during the continuance of the security created by this Deed, the Company will not, without the prior consent in writing of the Bank:</p> <p>6.1 create or agree or attempt to create or permit to subsist (in favour of any person other than the Bank) any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect over the whole or any part of the Charged Property; or</p> <p>See Continuation Page</p>	

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<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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:</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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 866).</p> <p>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 870). 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).</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here.</p>	
	<p>Signature</p> <p>X  SCOWS L L X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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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

Rachel Thompson

Company name

Gordons LLP

Address

Riverside West

Whitehall Road

Leeds

Post town

West Yorkshire

County/Region

Postcode

LS1 4AW

Country

DX

DX729680 - Leeds 68

Telephone

01132270100



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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

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## 5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>6.2 (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or</p> <p>6.3 dispose of the equity of redemption in respect of all or any part of the Charged Property.</p>	



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

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

**COMPANY NO. 6334265  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL MORTGAGE  
DATED 24 NOVEMBER 2009 AND CREATED BY LUGA  
MENSTON LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM LUGA PARLIAMENT HOUSE LIMITED TO  
THE GOVERNOR & COMPANY OF THE BANK OF IRELAND ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
25 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 NOVEMBER  
2009



*Companies House*  
— for the record —

Dx  
Rd



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES