

MG01

Particulars of a mortgage or charge

379291/130



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

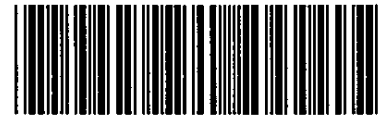
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

FRIDAY



AN1PW7BN

A45

15/04/2011

10

COMPANIES HOUSE

1

Company details

Company number 06867579

Company name in full Pentland Avenue Limited (the **Company**)

For official use

Filling 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 07/04/2011

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 Legal Charge dated 7 April 2011 (the **Charge**) between Nationwide Building Society (**Nationwide**)
(1) and the Company (2)

4

Amount secured

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

Amount secured All moneys, obligations and liabilities now or in the future due, owing
or incurred to Nationwide by the Company when the same become
due for payment or discharge whether by acceleration or otherwise
The moneys, obligations and liabilities 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, (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

Continuation page

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

4

MG01

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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						
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	1.	Fixed Charge
	1 1	The Company with full title guarantee as continuing security for the payment and discharge of the Indebtedness charged to Nationwide
	1 1 1	by way of legal mortgage the Property together with all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefitting the same, including all beneficial interests and Rights of the Company on the Property and any proceeds of sale or disposal of any part of the Property,
	1 1 2	by way of fixed charge any shares held by the Company in any company from time to time which has any rights in or is connected to the Property, and
	1 1 3	by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Charged Property
	1 2	The Company with full title guarantee as a continuing security for the payment and discharge of the Indebtedness assigned to Nationwide
	1 2 1	the goodwill of the business carried on by the Company at the Property together with the benefit of any licences and registrations required or obtained for the running of such business, and
	1 2 2	all monies from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums

(See continuation sheets)

MG01

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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

RLT LLP

X

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

MG01

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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 Peter Skeen

Company name TLT LLP

Address

Post town

County/Region

Postcode

Country

DX 7815 Bristol

Telephone 0117 917 8488



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

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 1 After the Enforcement Date the right to recover all rents reserved by any Occupational Lease shall automatically be assigned to and vest in Nationwide</p> <p>1 2 The Company irrevocably and unconditionally agreed that if there shall be from time to time any credit balance on any of the Company's accounts with Nationwide, Nationwide shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Company whether in whole or in part if at any time there is outstanding any of the Indebtedness which is due for payment</p> <p>2 Negative Pledge</p> <p>2 1 The Company undertook to Nationwide that during the continuance of the security the Company will not without the prior written consent of Nationwide</p> <p>2 1 1 create or purport to create or permit to subsist any Security Right over the whole or any part of the Charged Property other than a lien arising by operation of law (arising in the ordinary course of the Company's business and securing amounts not more than 30 days overdue) and any Permitted Charge,</p> <p>2 1 2 assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property,</p> <p>2 1 3 dispose of all or any part of the Charged Property or agree to do so, or</p> <p>2 1 4 permit or agree to any variation of the Rights attaching to the whole or any part of the Charged Property</p> <p>3 Further Assurance</p> <p>3 1 The Company shall if and when at any time required by Nationwide</p> <p>3 1 1 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 Charged Property to secure the Indebtedness or to perfect or protect the security intended to be created by this Charge over the Charged Property or any part of it, and</p> <p>3 1 2 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 Charged Property</p> <p>Definitions</p> <p>Charged Property means the property and all other assets and rights of the Company charged by the Charge,</p> <p>Enforcement Date means the date that Nationwide demands payment or discharge of all or any part of the Indebtedness or after the occurrence of an Event of Default or, if earlier, the date on which an application for an administration order is presented or any other formal step is taken with a view to appointing an administrator in relation to the Company,</p> <p>Fixtures means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold, leasehold or commonhold property owned by the Company,</p> <p>Indebtedness means all moneys, obligations and liabilities to be paid by the Company pursuant to the Charge</p> <p>Insurances means all present and future contracts or policies of insurance effected by the Company in accordance with the Charge or which the Company is entitled in respect of the Charged Property,</p> <p>Occupational Lease means all leasehold and commonhold interests and other occupational rights whatsoever (including without limitation all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Charged Property</p> <p>Property means the property described in Part B of the Schedule,</p> <p>Rights means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and</p>	

MG01 - continuation page

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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

interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any other person deriving title from the Company from time to time over or in respect of the whole or any part of the Charged Property,

Security Rights 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

Schedule

Part B

Land to the south side of Pentland Avenue, Chelmsford registered at the Land Registry under title number EX797375



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6867579
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 7 APRIL
2011 AND CREATED BY PENTLAND AVENUE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 15
APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES