

# MG01

## Particulars of a mortgage or charge



349306-13

### 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

You cannot use th  
particulars of a ch  
Scottish company  
please use MG01

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28/12/2012

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COMPANIES HOUSE

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uk

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### Company details



For official use

Company number

0 6 9 0 1 2 2 2

Company name in full

ABBE CONTRACT MOTORING LIMITED (the "Mortgagor")

#### → Filing in this form

Please complete in typescript or  
in bold black capitals

All fields are mandatory unless  
specified or indicated by \*

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### Date of creation of charge

Date of creation

1 7 1 2 2 0 1 2

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### 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 Mortgage entered into between (1) The Mortgagor and (2) Midlands Cooperative  
Society Limited (the "Lender") (the "Legal Mortgage")

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### Amount secured

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

Amount secured

Any liability or obligation expressed to be due, owing or  
payable by the Mortgagor to the Lender and/or Advantage  
Motor Group Limited under or in connection with the  
Settlement Agreement (in each case, whether alone or jointly,  
or jointly and severally, with any other person, whether  
actually or contingently and whether as principal, surety or  
otherwise) (together the "Secured Liabilities")

#### Continuation page

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

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### 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

Midlands Cooperative Society Limited

Address

Midlands House, Hermes Road,  
Lichfield, Staffordshire

Postcode

W S 1 3 6 R H

Name

Address

Postcode

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### 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

Please see the attached continuation page

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### 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

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### 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 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X Piusent Masons LLP X

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

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1 **Security**  
  
As a continuing security for payment of the Secured Liabilities the Mortgagor with full title guarantee -
    - 1 1 charged to the Lender all its right, title and interest from time to time in and to each of the following -
      - 1 1 1 by way of first legal mortgage all Land described in Schedule 1 of the Legal Mortgage (and set out below as Schedule 1), and
      - 1 1 2 by way of first fixed charge all Related Rights in respect of the Charged Property, and
    - 1 2 assigned absolutely in favour of the Lender all its right, title and interest from time to time in and to the Insurances and all benefits accruing under the Insurances, subject to a proviso for reassignment on redemption
  - 2 **Trust**  
  
If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Mortgagor shall hold it on trust for the Lender
  - 3 **RESTRICTIONS AND FURTHER ASSURANCE**
    - 3 1 **Security**  
  
The Mortgagor shall not create or permit to subsist any Security over any Charged Property
    - 3 2 **Disposal**  
  
The Mortgagor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property
- Defined Terms:**
- "Charged Property" means all the property, assets and undertaking of the Mortgagor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Lender by or pursuant to the Legal Mortgage
- "Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including trade and tenants' fixtures
- "Insurances" means all contracts and policies of insurance or assurance in force at any time in relation to the Charged Property
- "Land" means any estate, right or interest or over land, whether legal or equitable,

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### Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

and wherever the land is situated, including any buildings and Fixtures on land, and the benefit of any covenants or rights owned to any person or enforceable by him by virtue of the ownership, possession or occupation of land

**"Related Rights"** means in relation to any Charged Property -

- (a) the proceeds of sale of any part of the Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of the Charged Property

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

**"Settlement Agreement"** means the settlement agreement dated 17 December 2012 entered into between (1) Advantage Motor Group Limited (2) Midlands Cooperative Society Limited (3) Graham Pay (4) Tracy Pay (Nee Harrison) (5) Nigel Truman (6) Ruth Stevenson (7) Abbe Contract Motoring Limited (8) Elizabeth Amy Pay (9) Oliver Matthew Tate

#### SCHEDULE 1 - THE PROPERTY

Brief Details of the Property	Title number at the Land Registry
Freehold property known as Unit 1, Checkpoint Court, Lincoln, LN6 3PW	LL274696

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## 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 Farah Chaudry

Company name Pinsent Masons LLP

Address

3 Colmore Circus

Birmingham

Post town

County/Region

Postcode

B 4 6 B H

County

DX 703176 Birmingham 12

Telephone 0121 200 1050



### 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 the 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 NR 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)



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

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

**COMPANY NO. 6901222  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 17  
DECEMBER 2012 AND CREATED BY ABBE CONTRACT  
MOTORING LTD FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO MIDLANDS  
COOPERATIVE SOCIETY LIMITED AND/OR ADVANTAGE  
MOTOR GROUP LIMITED ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 28 DECEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2013**

