# **MG01**

### Particulars of a mortgage or charge



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 for You cannot us particulars of a company To c form MG01s



28/04/2012

COMPANIES HOUSE

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Govers

1. please

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gov uk

Company number

Company name in full

Company details

7411858

("THE CHARGOR")

Filling in this form

Please complete in typescript or in bold black capitals

#352

All fields are mandatory unless specified or indicated by "

Date of creation of charge

Date of creation

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

#### Amount secured

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

Amount secured

ALL OR ANY MONEY AND LIABILITIES WHICH SHALL FROM TIME TO TIME (AND WHETHER ON OR AT ANY TIME AFTER DEMAND) BE DUE, OWING OR INCURRED IN WHATSOEVER MANNER TO THE BANK BY THE CHARGOR, WHETHER ACTUALLY OR CONTINGENTLY SOLELY OR JOINTLY AND WHETHER AS PRINCIPAL OR SURETY (OR GUARANTOR OR CAUTIONER), INCLUDING ANY MONEY AND LIABILITIES OF THE CHARGOR TO A THIRD PARTY WHICH HAVE BEEN ASSIGNED OR NOVATED TO OR OTHERWISE VESTED IN THE BANK AND INCLUDING DISCOUNTS, COMMISSION AND OTHER LAWFUL CHARGES OR EXPENSES WHICH THE BANK MAY IN THE COURSE OF ITS BUSINESS CHARGE OR INCUR IN RESPECT OF ANY OF THOSE MATTERS OR FOR KEEPING THE CHARGOR'S ACCOUNT AND SO THAT INTEREST SHALL BE COMPUTED AND COMPOUNDED ACCORDING TO THE BANK'S USUAL RATES AND PRACTICE AFTER AS WELL AS BEFORE ANY DEMAND MADE OR JUDGMENT OR DECREE OBTAINED UNDER OR IN RELATION TO THE LEGAL CHARGE

Continuation page

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

Department for Business Innovation & Skills

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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	INVESTEC BANK PLC				
Address	(Company No. 00489604)				
	2 Gresham Street, London				
Postcode	E C 2 V 7 Q P				
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	THE CHARGOR, WITH FULL TITLE GUARANTEE AND AS A CONTINUING PAYMENT AND DISCHARGE OF THE AMOUNT SECURED HEREBY CHARGES				
	(1) BY WAY OF LEGAL MORTGAGE, THE PROPERTY DESCRIBED IN THE SCHEDULE TO THE LEGAL CHARGE AS ALL THAT FREEHOLD LAND AND BUILDINGS SITUATE AT AND KNOWN AS APARTMENT 9 QUEENS COURT 30-32 ST MARYS ROAD BRIDGWATER, SOMERSET TA6 3FD AS THE SAME IS MORE PARTICULARLY DESCRIBED IN A LEASE DATED 11TH APRIL 2012 AND MADE BETWEEN (1) ABRACORE LIMITED (2) HIGHSTAR LIMITED AND (3) THE MORTGAGEE				
	"THE MORTGAGED PROPERTY")				
	(2) BY WAY OF FIXED CHARGE				
	(I) ALL PRESENT AND FUTURE CONTRACTS OR POLICIES OF INSURANCE TAKEN OUT BY THE CHARGOR IN RESPECT OF THE PROPERTY OR ANY PART THEREOF ("THE INSURANCES") AND THE PROCEEDS OF ALL CLAIMS AND ALL SUMS PAID OUT ON THE INSURANCES (OR ANY OF THEM),				
	(II) ALL PLANT AND MACHINERY, COMPUTERS, OFFICE AND OTHER EQUIPMENT (IF ANY) SPECIFIED IN SCHEDULE 2 (PLANT, MACHINERY AND EQUIPMENT) OF THE LEGAL CHARGE (NONE) AND THE BENEFIT OF ALL CONTRACTS AND WARRANTIES RELATING TO THE SAME				
	(III) THE GOODWILL OF ANY BUSINESS CARRIED ON BY THE CHARGOR AT THE PROPERTY, AND				
	(IV) ALL AUTHORISATIONS (STATUTORY OR OTHERWISE) HELD OR REQUIRED IN CONNECTION WITH THE CHARGOR'S BUSINESS CARRIED ON AT THE PROPERTY OR THE CHARGOR'S USE OF THE PROPERTY, AND ALL RIGHTS IN CONNECTION WITH THEM				
	PLEASE SEE CONTINUATION SHEET				

### **MG01**

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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

NIL

#### 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).

#### o Signature

Please sign the form here

Signature

Signature X

×

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

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Particulars of a mortgage or charge

#### **Presenter information** Important information Please note that all information on this form will You do not have to give any contact information, but if appear on the public record 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 How to pay will be visible to searchers of the public record A fee of £13 is payable to Companies House in Contact name respect of each mortgage or charge MISS C.R CAVA Company name Make cheques or postal orders payable to Glovers Solicitors LLP 'Companies House' 6 York Street London 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. County/Region For companies registered in England and Wales Postcode D Q The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ Country DX 33050 Cardiff DX 44438 Marble Arch For companies registered in Scotland<sup>1</sup> 020 7935 8882 The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, Certificate 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 We will send your certificate to the presenter's address or LP - 4 Edinburgh 2 (Legal Post) if given above or to the Company's Registered Office if you have left the presenter's information blank For companies registered in Northern Ireland The Registrar of Companies, Companies House, Checklist Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG We may return forms completed incorrectly or DX 481 N R Belfast 1 with information missing Please make sure you have remembered the **Further information** following For further information, please see the guidance notes ☐ The company name and number match the on the website at www companieshouse gov uk or information held on the public Register email enquiries@companieshouse gov uk You have included the original deed with this form You have entered the date the charge was created This form is available in an ☐ You have supplied the description of the instrument You have given details of the amount secured by alternative format Please visit the the mortgagee or chargee forms page on the website at ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge www.companieshouse.gov uk You have entered the short particulars of all the property mortgaged or charged ☐ You have signed the form

You have enclosed the correct fee

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

# MG01 - continuation page Particulars of a mortgage or charge



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		
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Name		
Address		
Postcode		

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### MG01 - continuation page

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

Please give the short particulars of the property mortgaged or charged

Short particulars

THE LEGAL CHARGE CONTAINS (INTER ALIA) PROVISIONS THAT

THE CHARGOR SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK

- (I) CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST IN FAVOUR OF ANY PERSON OTHER THAN THE BANK ANY MORTGAGE, CHARGE, STANDARD SECURITY, RIGHT IN SECURITY, SECURITY, PLEDGE, LIEN, ASSIGNMENT, ASSIGNATION, GUARANTEE, INDEMNITY, RIGHT OF SET-OFF, RIGHT TO RETENTION OF TITLE OR OTHER ENCUMBRANCE, WHETHER FIXED OR FLOATING, OVER ANY PRESENT OR FUTURE PROPERTY ASSETS OR UNDERTAKING ON OR AFFECTING THE ASSETS, PROPERTY AND RIGHTS OF THE CHARGOR ("THE CHARGED PROPERTY") IN THE CHARGED PROPERTY OR ANY PART THEREOF;
- (II) SELL, TRANSFER OR OTHERWISE DISPOSE OF OR DEAL WITH ANY OF THE CHARGED PROPERTY OR ENTER INTO ANY AGREEMENT OR GRANT ANY OPTION FOR ANY SUCH SALE, TRANSFER OR OTHER DISPOSAL OR DEALING,
- PART WITH POSSESSION OF ANY FREEHOLD OR LEASEHOLD INTEREST IN THE CHARGED PROPERTY, GRANT OR AGREE TO GRANT ANY OPTION OR ANY LICENCE, TENANCY OR OTHER RIGHT OF OCCUPATION TO ANY PERSON OR EXERCISE THE POWERS OF LEASING OR AGREEING TO LEASE OR OF ACCEPTING OR AGREEING TO ACCEPT SURRENDERS CONFERRED BY SECTIONS 99 AND 100 OF THE LAW OF PROPERTY ACT 1925 IN CONNECTION WITH THE CHARGED PROPERTY PROVIDED THAT SUCH RESTRICTIONS SHALL NOT BE CONSTRUED AS A LIMITATION OF THE POWERS OF ANY RECEIVER APPOINTED UNDER THE CHARGE AND BEING AN AGENT OF THE CHARGOR AND THE BANK MAY GRANT OR ACCEPT SURRENDERS OF LEASES WITHOUT RESTRICTION, AND/OR
- (IV) PULL DOWN OR REMOVE OR REDEVELOP OR MAKE ANY MATERIAL ALTERATION TO THE WHOLE OR ANY PART OF ANY BUILDINGS OR SEVER, UNFIX OR REMOVE ANY FIXTURES OR REMOVE ANY PLAN OR MACHINERY BELONGING TO OR IN USE BY THE CHARGOR EXCEPT FOR THE PURPOSE OF EFFECTING REPAIRS OR REPLACING THE SAME

5012259



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7411858 CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 11 APRIL 2012 AND CREATED BY ABRAGLADE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO INVESTEC BANK PLC 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 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MAY 2012



