

386241 / 78

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk



R3HG70TN

RCS 29/09/2014 #6
COMPANIES HOUSE
A3H6CWGY
A05 25/09/2014 #213
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01

THURSDAY MONDAY

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 08494699
Company name in full M & G Property Nominee 1 Limited ✓

For official use
1
→ Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 19/09/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Professor Anthony Roger Mellows ✓
Name
Name
Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Land at North Park Farm, North Park Lane, Godstone, Surrey

✓

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

X

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

✓

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

✓

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Kingfisher LLP

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Paul Allen

Company name Knights Solicitors LLP

Address The Brampton

Post town Newcastle under Lyme

County/Region Staffordshire

Postcode S T 5 0 Q W

Country United Kingdom

DX 7111220 NUL 7

Telephone 01782 619225



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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

PROFORMA

Company Number 8494699

Company Name M & G UK Property Nominee 1 Limited

Contact Name/ Organisation Address Paul Allen Knights Solicitors

The Brampton, Newcastle-under-Lyme, Staffordshire, ST5 0QW

**The following details will need to be added to, amended or deleted from the Form
MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ✓ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ✓ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form
MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

**Please amend Section 5 to include a tick in the No box instead of the Yes box
Please also amend the Company name in section 1 to M & G UK Property Nominee 1
Limited**



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8494699

Charge code: 0849 4699 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2014 and created by M&G UK PROPERTY NOMINEE 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2014.

Given at Companies House, Cardiff on 1st October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

19 September

2014

(1) M&G UK PROPERTY NOMINEE 1 LIMITED AND M&G UK PROPERTY NOMINEE 2
LIMITED

and

(2) PROFESSOR ANTHONY ROGER MELLOWS OBE TD

and

(3) RICHARD HENRY SIMPSON STILGOE AND ANNABEL MARGARET STILGOE

DEED OF CHARGE

relating to

Land at North Park Farm, North Park Lane, Godstone, Surrey

WE HEREBY CERTIFY THIS TO BE A TRUE AND
COMPLETE COPY OF THE ORIGINAL

KNIGHTS SOLICITORS LLP
NEWCASTLE STAFFS
DATED 24/9/14

Knights Solicitors LLP
The Brampton
Newcastle-under-Lyme
Staffordshire ST5 0QW

THIS DEED OF CHARGE is dated

19 September

2014

PARTIES

- (1) **M&G UK PROPERTY NOMINEE 1 LIMITED** (Company Registration Number 08494699) and **M&G UK PROPERTY NOMINEE 2 LIMITED** (Company Registration Number 08494704) whose registered office is at Laurence Pountney Hill, London EC4R 0HH (**Debtor** which expression shall where the context admits include the persons deriving title under the Debtor or entitled to redeem this security);
- (2) **PROFESSOR ANTHONY ROGER MELLOWS OBE TD** of 22 Devereux Court, Temple Bar, London WC2R 3JJ (**Chargee** which expression shall where the context admits include the persons deriving title under the Chargee or for the time being entitled to the benefit of this Charge), and
- (3) **RICHARD HENRY SIMPSON STILGOE** and **ANNABEL MARGARET STILGOE** of Trevereux Manor Limpsfield Chart Oxted Surrey RH8 0TL as trustees of The Stilgoe Unapproved Pension Scheme (the **Transferors**)

WHEREAS

- (A) By a Transfer bearing even date herewith and made between (1) the Transferors and (2) the Debtor the property described in Schedule 1 hereto (the **Property**) has been transferred by the Transferors to the Debtor for an estate in fee simple
- (B) By a Transfer dated 27 May 1998 and made between (1) the Chargee and The Prudential Assurance Company Limited and Michael Frederick Clive Fitzgerald (the **Original Transferors**) and (2) the Transferors the Property together with other property (being in total the **1998 Property**) was conveyed by the Original Transferors to the Transferors for an estate in fee simple
- (C) By an agreement dated 27 May 1998 made between (1) the Original Transferors and (2) the Transferors (the **Agreement**) the Transferors undertook in clause 4 thereof that the Chargee be paid on the occasion or occasions therein mentioned an additional sum as therein defined whether such payment or payments be made by the Transferors or the Transferors' successors in title
- (D) By clause 4 5 of the Agreement it was agreed that a deed of charge should be executed in order to secure payment to the Chargee of all moneys undertaken to be paid to the Chargee under the said clause and on 27 May 1998 a deed of charge was entered into between (1) the Transferors and (2) the Chargee (**Deed of Charge**)
- (E) By a deed of variation dated 13 July 2005 made between (1) the Transferors (2) The Prudential Assurance Company Limited (3) the Chargee and (4) Michael Fredenck Clive Fitzgerald (the **Deed of Variation**) the Deed of Charge was varied
- (F) The Deed of Charge provides that upon a disposal of the 1998 Property or any part thereof the disponent shall enter into covenants in favour of the Chargee in the same terms as set out in the Deed of Charge and enter into a charge in favour of the Chargee in the same form as the Deed of Charge.

- (G) The Deed of Variation provides that upon a disposal of the 1998 Property or any part thereof the disponent shall enter into covenants in favour of the Chargee in the same terms as set out in the Deed of Variation
- (H) It is apprehended that since the calculation of the amount of moneys payment of which is to be secured by this Deed is dependent upon events and acts to take place at some uncertain occasion or occasions in the future there is doubt whether such payment can be secured by a charge by way of legal mortgage.
- (I) It is however the intent of the parties that in so far as such payment can be so secured by charge by way of legal mortgage it shall so be under this Deed of Charge but that in so far as it cannot so be then it shall be secured by the equitable charge hereinafter appearing but not further or otherwise
- (J) The Transferors are a party to this Deed for the purpose only of providing the confirmation given by clause 8

NOW THIS DEED WITNESSES as follows

1. COVENANT TO PAY "AGREEMENT MONEYS" ETC

In pursuance of the Agreement the Debtor hereby covenants with the Chargee to

- 1 1 pay to the Chargee all such moneys as the Chargee shall be entitled to under the terms of the said clause 4 of the Agreement in relation to the Property only
- 1 2 observe and perform the obligations of the Transferors under the Deed of Variation

2. LEGAL CHARGE

In further pursuance of the Agreement the Debtor with full title guarantee hereby charges by way of Legal Mortgage All that the Property with the payment to the Chargee of all the said moneys hereinbefore covenanted to be paid

3. EQUITABLE CHARGE

In further pursuance of the Agreement but to the intent as hereinbefore recited the Debtor hereby charges in equity All that the Property with the payment to the Chargee of all the said moneys as aforesaid

4. PROVISIONS ANCILLARY TO EQUITABLE CHARGE

In so far as the Property be hereby charged in equity and not by way of legal mortgage but not further or otherwise the Debtor hereby declares that it holds the Property on trust for the Chargee to have such powers of sale as the Chargee would have under the charge by way of legal mortgage if it were valid and effective and the Chargee shall have full power to appoint himself and any other person or persons trustee or trustees in place of the Debtor in respect of the said trust but subject thereto the Debtor shall hold the Property in bare trust for M&G UK Property Limited Partnership

5. TRANSFER

- 5 1 If the Debtor shall transfer the Property or part thereof the Debtor shall with effect from the date of such transfer be discharged from all future liabilities hereunder in respect of such part of the Property so transferred provided that the Debtor shall first have procured that the transferee shall enter into covenants in favour of the Chargee in the same terms as set out in this Deed (including this clause) and to enter into a Charge in favour of the Chargee in the same form mutatis mutandis as this Charge. In this clause the words Chargee include the assigns or other person entitled to the benefit of the Charge
- 5 2 In the event of the provisions of clause 5 1 hereof being invoked the Debtor agrees to reimburse the reasonable legal costs incurred by the Chargee in respect thereof

6. LAND REGISTRY RESTRICTIONS

- 6 1 The Debtor shall apply to the Land Registry for a restriction to be entered on to the Proprietorship Registers of the Property in the following form
- "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ^{17/11/14} ~~(date)~~ in favour of Professor Anthony Roger Mellows referred to in the charges register or their conveyancer" [Form P]
- and shall provide to the Chargee as soon as reasonably practicable following completion of the registration a copy of the title information document for each title comprising the Property showing the restriction duly entered
- 6 2 Conditional upon compliance with the obligation in clause 6 1, the Chargee consents to the Debtor making an application to the Land Registry to withdraw the restriction existing at the date of this Charge in the Proprietorship Register of the titles to the Property (save for any title number that includes land being retained by the Transferors which is believed to be SY503211 only) relating to the charge dated 27 May 1998 in favour of the Chargee meaning FOR THE AVOIDANCE OF DOUBT that the existing restriction appearing at entry 4 of the proprietorship register of title number SY503211 shall remain in place in relation to that part of the land comprised in title number SY503211 which is retained by the Transferors

7. STATEMENT OF SHARE OF NETT DEVELOPMENT VALUE

The Chargee confirms that the share of the moneys he is entitled to under the terms of clause 4 of the Agreement is 10% of Nett Development Value (as defined by clause 4 of the Agreement)

8. STATEMENT OF PROPORTION OF BASE VALUE

- 8 1 The Debtor, the Transferors and the Chargee respectively confirm that the apportionment of the Base Value (as defined in clause 4 of the Agreement) of the Property by reference to Lots

1, 2 and 3 as shown for the purposes of identification only on the plan attached to the Agreement and the respective areas are as follows

Lot 1 - £149,449 (7 31 acres)

Lot 2 - £178,375 (94 41 acres)

Lot 3 - £25,730 (31 88 acres)

- 8 2 The Debtor, the Transferors and the Chargee respectively confirm that the apportionment of the Base Value (as defined in clause 4 of the Agreement) of the land retained by the Transferors by reference to Lots 1, 2 and 3 as shown for the purposes of identification only on the plan attached to the Agreement and the respective areas are as follows

Lot 1 - £80,551 (3 94 acres)

Lot 2 - £1,625 (0 86 acres)

Lot 3 - £65 (0 08 acres)

IN WITNESS whereof the parties hereto have signed this instrument as their deed and/or sealed this instrument as their deed (as the case may be) in the presence of the persons hereinafter mentioned the day and year first before written

SCHEDULE 1 - THE PROPERTY

All that property known as land at North Park Farm as is edged red on the plan annexed hereto which comprises the whole of the land contained in Title Numbers SY544574, SY549613 SY543745 and SY563586 and part of the land contained in Title Number SY503211

EXECUTED AS A DEED BY PROFESSOR
ANTHONY ROGER MELLOWS OBE TD
in the presence of

)
)
)



Witness signature

MATTHEW JAMES YATES

Witness name

9 New Square, Lincoln's Inn,
London WC2A 3ON

Witness address

SOLICITOR

Witness occupation

EXECUTED AS A DEED by
RICHARD HENRY SIMPSON STILGOE
in the presence of

)
)
)

Witness signature

Witness name

Witness address

Witness occupation

EXECUTED AS A DEED by
RICHARD HENRY SIMPSON STILGOE
in the presence of:

x Richard Simpson Stilgoe

Rosalind Ellis

Witness signature

ROSALIND ELLIS

Witness name

1 TREVEREUX COTTAGES, TREVEREUX HILL, RH8 0TL
Witness address

HOUSEWIFE

Witness occupation

EXECUTED AS A DEED by
ANNABEL MARGARET STILGOE
in the presence of:

x Annabel Margaret Stilgoe

Rosalind Ellis

Witness signature

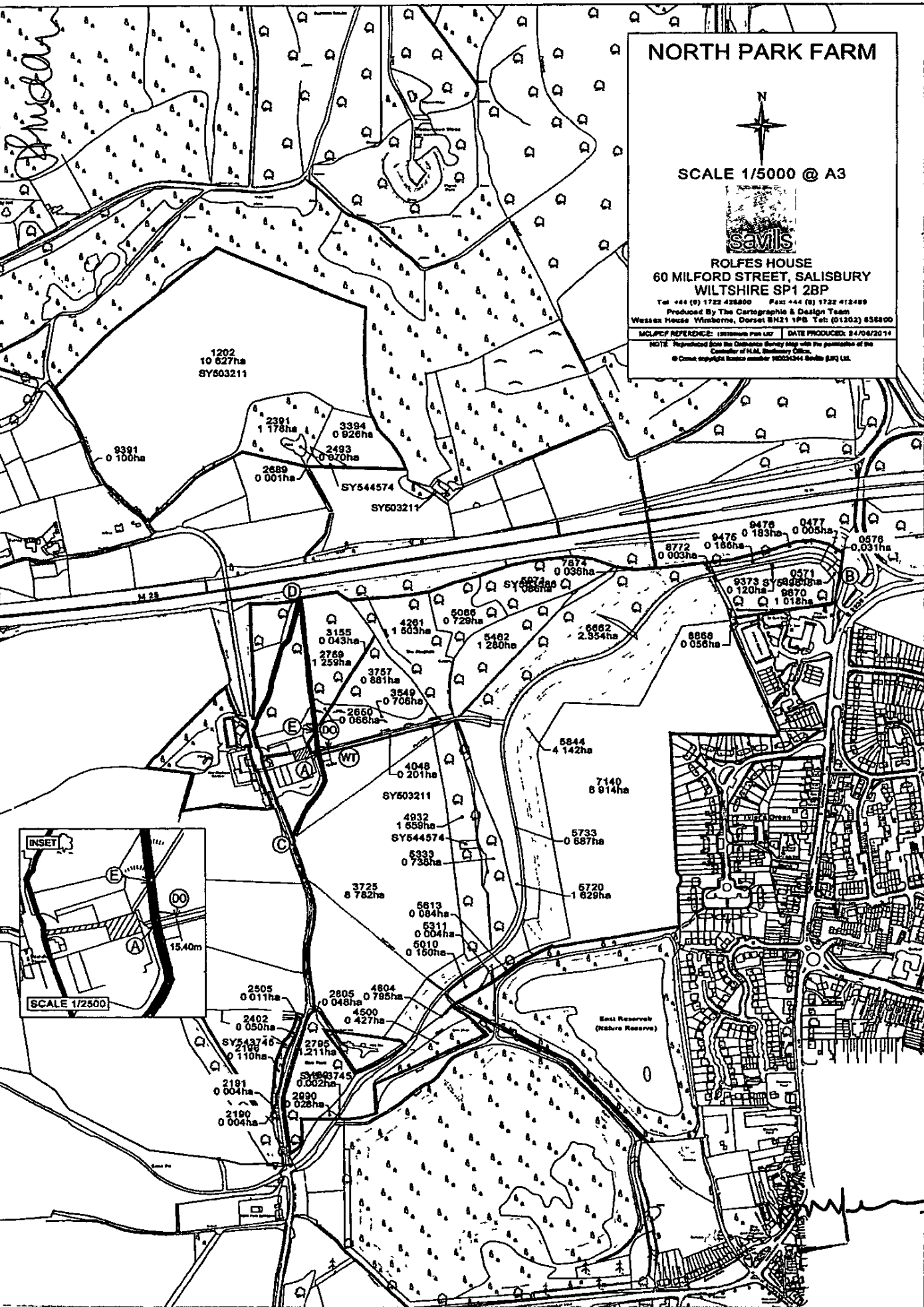
ROSALIND ELLIS

Witness name

1 TREVEREUX COTTAGES, TREVEREUX HILL, RH8 0TL
Witness address

HOUSEWIFE

Witness occupation

[illegible]

NORTH PARK FARM

SCALE 1/5000 @ A3

ROLFE HOUSE
60 MILFORD STREET, SALISBURY
WILTSHIRE SP1 2BP

Tel: +44 (0) 1722 428800 Fax: +44 (0) 1722 412489
Produced By The Cartographic & Design Team
Western House Wimborne, Dorset BH21 1PB Tel: (01202) 858800

MGLREF REFERENCE: 187600000 Plan LUT DATE PRODUCED: 24/06/2014

NOTE: Reproduced from the Ordnance Survey map with the permission of the Controller of H.M. Stationery Office.
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1202
10 627ha
SY503211

9391
0 100ha

2391
1 170ha

3394
0 926ha

2493
0 970ha

2689
0 001ha

SY544574

SY503211

M25

7874
0 036ha

8476
0 183ha

0477
0 005ha

8772
0 003ha

0876
0 031ha

9373
0 120ha

0371
0 018ha

9870
1 018ha

6662
2 354ha

6666
0 056ha

5844
4 142ha

7140
6 914ha

5733
0 687ha

5720
1 629ha

4048
0 201ha

SY503211

4932
1 658ha

SY544574

6339
0 738ha

3725
6 782ha

5613
0 084ha

6311
0 004ha

5010
0 150ha

2505
0 011ha

2402
0 050ha

SV543748
0 110ha

2181
0 004ha

2190
0 004ha

2795
1 211ha

SV543745
0 002ha

2690
0 028ha

2805
0 048ha

4804
0 795ha

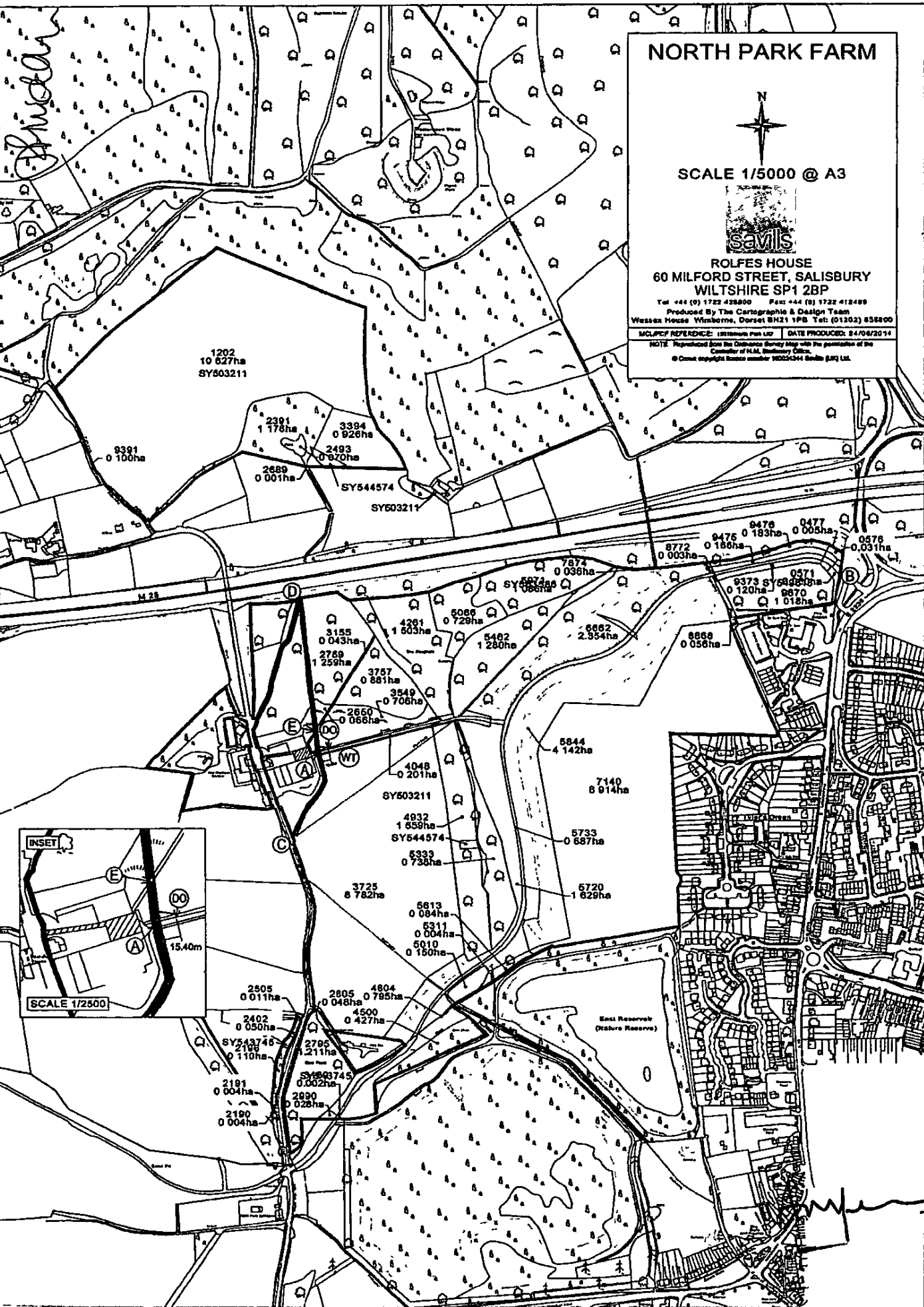
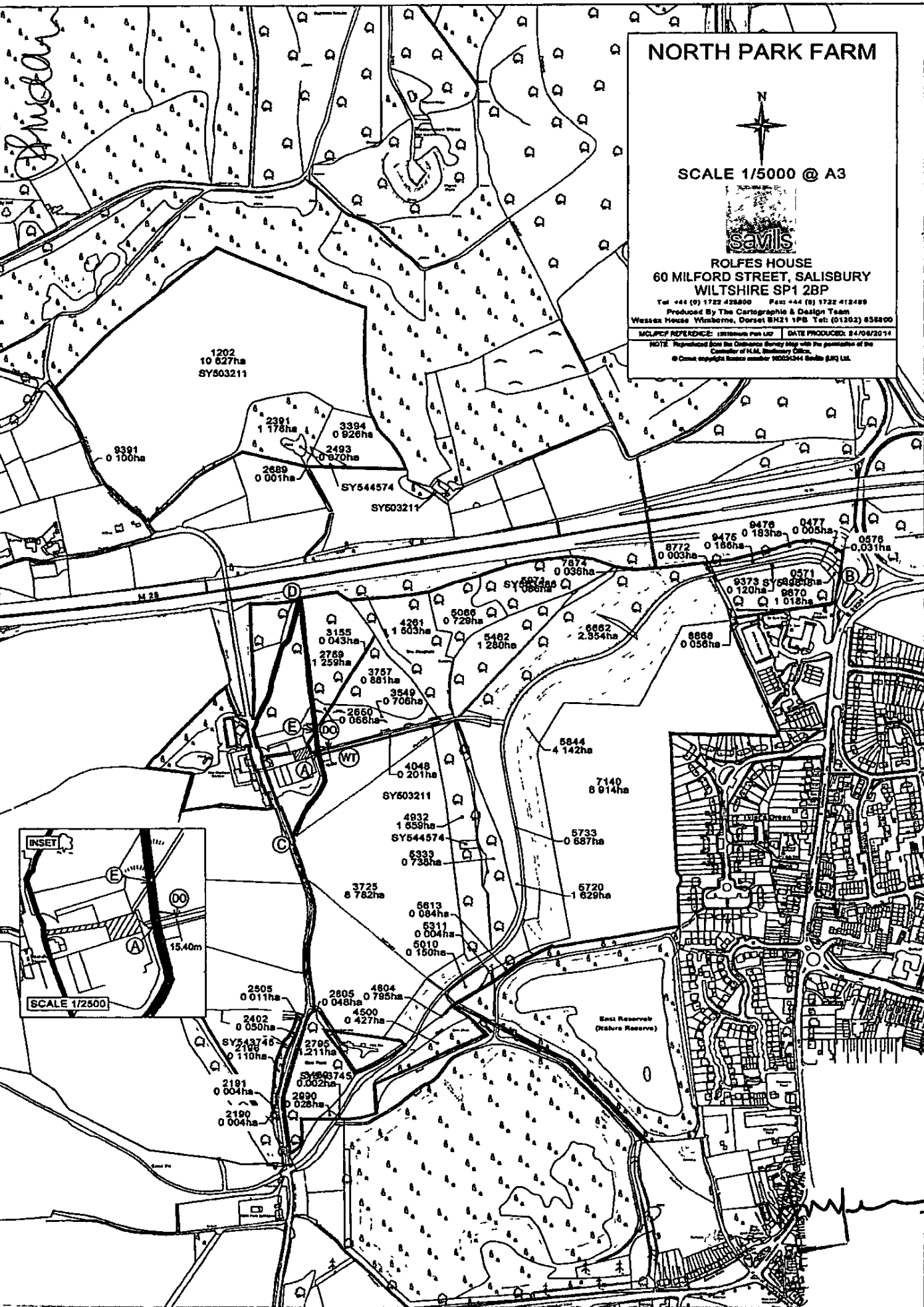
4500
0 427ha

East Reserve
(Nature Reserve)

INSET

SCALE 1/2500

15.40m

[illegible]

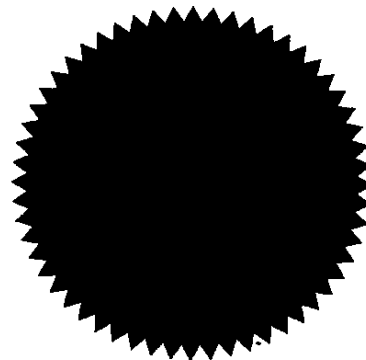
Executed as a deed by affixing the common)
seal of **M&G REAL ESTATE LIMITED** acting)
as attorney for **M&G UK PROPERTY**)
NOMINEE 1 LIMITED in the presence of)

Charles Mordaunt

Name of sealing officer


Signature

Duly appointed authorised sealing officer of
M&G Real Estate Limited



Executed as a deed by affixing the common)
seal of **M&G REAL ESTATE LIMITED** acting)
as attorney for **M&G UK PROPERTY**)
NOMINEE 2 LIMITED in the presence of)

Charles Mordaunt

Name of sealing officer


Signature

Duly appointed authorised sealing officer of
M&G Real Estate Limited

