

MG01

Particulars of a mortgage or charge

165605/13



A fee is payable with this form

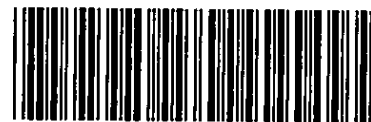
We will not accept this form unless you send the correct fee

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

SATURDAY



A83OVNI9

A26

18/09/2010

503

COMPANIES HOUSE

1 Company details

Company number 01261380

Company name in full Ability Housing Association (the Borrower)

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 14/09/2010

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 A Fixed Charge (the Fixed Charge) made between Ability Housing Association (the Borrower) and
Dexia Credit Local (the Lender)

4 Amount secured

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

Amount secured £5,501,863 00 and all monies, obligations and liabilities whatsoever,
whether for principal, interest or otherwise which may now or at any
time be due, owing at incurred by the Borrower to the Lender (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

Name
Dexia Credit Local (the Lender)

Address
Shackleton House, 4 Battle Bridge Lane

LONDON

Postcode
S E 1 2 R B

Continuation page

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

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

Pursuant to Clause 3 1 of the Fixed Charge

- The Borrower with full title guarantee charges in favour of the Lender by way of legal mortgage as a first fixed charge the Charged Property, and
- the Borrower warrants that it is the legal and beneficial owner of the Charged Property which is subject to no encumbrance or option or right of pre-emption other than Approved Tenancies and any encumbrances permitted by the Principal Agreement other than disclosed to and approved by the Lender

Pursuant to Clause 3 2 (Assignment) of the Fixed Charge

The Borrower as beneficial owner and as a continuing security for payment and discharge of the Secured Liabilities assigns to the Lender all of its rights title and interest in and to

- the personal agreements and covenants by the tenants lessees or licensees of the Charged Property and by all guarantors and all security held by the Borrower in respect of the obligations of such tenants lessees licences (including without limiting the generality of the foregoing all moneys due and owing to the Borrower or which may become due and owing to the Borrower at any time in the future in connection therewith),

- all agreements now or from time to time entered into or to be entered into for the sale letting or other disposal or realisation of the whole or any part of the Charged Property (including without limiting the generality of the foregoing all moneys due and owing to the Borrower or which may become due and owing to the Borrower at any time in the future in connection therewith),

Please see continuation sheet

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>provided that on payment or discharge of the Secured Liabilities the Lender will at the request and cost of the person lawfully requiring the Lender so to do re assign the same and that prior to such payment or discharge upon being requested so to do by the Borrower and upon being provided with a full indemnity for its costs, the Lender will either take such steps (including where appropriate the issue of proceedings) as the Borrower may require to enforce the terms of any of the agreements referred to in this sub-clause or, at the option of the Lender re-assign the relevant agreement or the rights of action accrued thereunder to the Borrower to the extent necessary to enable the Borrower to enforce the same</p> <p>Definitions</p> <p>Charged Property means the whole of the freehold property described in Part I of the Schedule to the Fixed Charge and the leasehold property described in Part II of the Schedule to the Fixed Charge together with all estates and interests in and all buildings trade and other fixtures fixed plant and machinery from time to time on any such property and any proceeds of sale or other realisation thereof and shall include each and every or any part or parts thereof including where the context admits the rights assigned pursuant to clause 3 2 (Assignment) of the Fixed Charge,</p> <p>Approved Tenancies means an assured or secure tenancy, a shared ownership lease or any other lease or licence in any form permitted by the Regulator or such other form as approved by the Lender (such approval not to be unreasonably withheld),</p> <p>Principal Agreement means a loan agreement dated 3 April 2007 and made between the Borrower and Bradford & Bingley plc the benefit of which has been transferred to the Lender as from time to time amended varied and extended or replaced,</p> <p>Regulator means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) as constituted under the Housing and Regeneration Act 2008</p>	

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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

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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 866)

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)

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Signature

Please sign the form here

Signature

Signature

X *Deonshires* X

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

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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 **Joseph Jerrard**

Company name **DEVONSHIRES SOLICITORS**

Address **30 FINSBURY CIRCUS**

Post town **LONDON**

County/Region

Postcode **E C 2 M 7 D T**

Country

DX **33856 FINSBURY SQUARE**

Telephone **0207 065 1835**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1261380
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED CHARGE DATED 14
SEPTEMBER 2010 AND CREATED BY ABILITY HOUSING
ASSOCIATION FOR SECURING £5,501,863.00 AND ALL OTHER
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
DEXIA CREDIT LOCAL WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 18
SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES