

MG01

Particulars of a mortgage or charge

188994/13



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 company. To do this, please use form MG01s

FRIDAY



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A30

31/08/2012

#214

COMPANIES HOUSE

1

Company details

Company number

0 2 0 5 0 7 3 4

Company name in full

Stanjames (Abingdon) Limited

For official use

24

→ 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

28 08 2012

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

Rent deposit deed dated 28 August 2012 and made between (1) FREP (Belle Vale) Limited (the "Landlord") and (2) Stanjames (Abingdon) Limited (the "Tenant") (the "Rent Deposit Deed").

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Amount secured

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

Amount secured

The amount secured (the "Liabilities") means all sums required:

(a) to discharge all obligations which are due from time to time to the Landlord under the Lease or under the Rent Deposit Deed; and

(b) to compensate the Landlord for all losses from time to time of the Landlord which arise by reason of the forfeiture of the Lease or disclaimer of liability under the Lease,

and include and extend to:

Continuation page

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

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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 FREP (Belle Vale) Limited

Address 3rd Floor, Windward House, La Route de la
Liberation, St Helier, Jersey

Postcode J E 2 3 B Q

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

As security for payment of the Liabilities, the Tenant, with full title guarantee

1.1 charges by way of first fixed charge and in favour of the Landlord from time to time

(a) all its interest in the Account; and

(b) all its interest in the Deposit Balance, and

1.2 assigns by way of security all its rights under the Rent Deposit Deed (including its right to the return of the Deposit Balance from the person who is the Landlord at the relevant time).

Definitions

"Deposit Balance" means the sum from time to time in the Account which is equal to the Initial Deposit plus any further sums which the Landlord has placed in the Account pursuant to clause 6 of the Rent Deposit Deed, less any sums which the Landlord has withdrawn from the Account pursuant to clause 5 of the Rent Deposit Deed, plus any interest which has accrued to the Account and which has been applied for the purposes of the Rent Deposit Deed pursuant to clause 7.2 of the Rent Deposit Deed

"Account" means the interest bearing, instant access account or a money market or bond fund opened by the Landlord at a United Kingdom clearing bank or other financial institution of repute from time to time and used by the Landlord for purposes of the Rent Deposit Deed.

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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

None.

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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 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).

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Signature

Please sign the form here

Signature

Signature

X

Nabeeno

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 Michael Preston

Company name Nabarro LLP

Address Lacon House

84 Theobalds Road

Post town London

County/Region

Postcode W C 1 X 8 R W

Country

DX

Telephone



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

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Amount secured

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

Amount secured

(c) rent, service charges, sums in respect of insurance, interest, costs, outgoings and all other payments payable to the Landlord by the Tenant under the Lease or for which the Landlord would otherwise be responsible in default of payment by the Tenant (and for which the Tenant is responsible under the Lease) and in any case whether or not reserved as rent and whether or not formally demanded,

(d) claims, damages, losses, costs and expenses arising out of, or incidental to:

(1) any breach by the Tenant of any of the covenants and conditions on the part of the tenant in the Lease or of the Tenant's obligations in the Rent Deposit Deed, or

(11) the enforcement of those covenants, conditions or obligations;

(e) loss of rent arising by reason of

(1) the disclaimer of liability under the Lease, or

(11) the forfeiture of the Lease; or

(111) any other determination of the Lease otherwise than by effluxion of time (or any period of any statutory continuation having come to an end) or by agreement,

or an amount equal to the rent which would have been reserved by the Lease had there been no disclaimer or forfeiture or other such determination,

(f) all bank charges applied to or levied on the Account by the Bank; and

(g) VAT, if chargeable, in relation to such sums.

"Lease" means the lease of Unit 9 Belle Vale Shopping Centre dated 13 December 2010 and made between (1) FREP (Belle Vale) Limited and (2) Tote Bookmakers Limited and includes any agreement collateral or supplemental to that lease.

"Account" means the interest bearing, instant access account or a money market or bond fund opened by the Landlord at a United Kingdom clearing bank or other financial institution of repute from time to time and used by the Landlord for purposes of the Rent Deposit Deed.

"Bank" means RBS International or such other United Kingdom clearing bank as the Landlord may from time to time nominate and at which the Account is held at any relevant time.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2050734
CHARGE NO. 24**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 28
AUGUST 2012 AND CREATED BY STANJAMES (ABINGDON)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO FREP (BELLE VALE) LIMITED
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 31 AUGUST 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 SEPTEMBER
2012**



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES