

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 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

THURSDAY



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21/10/2010

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COMPANIES HOUSE

1 Company details

Company number 02107585

Company name in full The Ryes School Limited

12 For official use

→ Filing 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 04/10/2010

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 Fee Agreement Second Charge

4 Amount secured

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

Amount secured

07

All the Company's liabilities to West Register (Investments) Limited (the 'Mortgagee') under a fee agreement (the 'Fee Agreement') between the Mortgagee and the Company (as varied, novated, supplemented or replaced from time to time between the parties to the Fee Agreement together with the Mortgagee's charges and commission, interest at a rate of 4% per annum above The Royal Bank of Scotland plc's base rate ('Interest') charged to the Company by the Mortgagee from time to time and all expenses (on a full indemnity basis) incurred by the Mortgagee or any receiver and/or manager or administrative receiver or receivers whether alone or jointly appointed at any time (i) in connection with the Property, the Charged Assets, the Goodwill or the Company's obligations under the Legal Charge, or

(continued on Continuation Sheet)

Continuation page

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

MG01

Particulars of a mortgage or charge

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 / West Register (Investments) Limited

Address 42 St Andrew Square

Edinburgh

Postcode E H 2 2 Y E

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

1 By way of legal mortgage -

28 Canon Pugh Drive Acton Sudbury Suffolk Babergh Title Number SK36516 (the 'Property') (to the full extent of the Company's interest in the Property or its proceeds of sale)

2 By way of fixed charge -

2 1 The plant, machinery and fixtures and fittings of the Company now and in the future at the Property

2 2 The furniture furnishings equipment tools and other chattels of the Company now and in the future at the Property and not regularly disposed of in the ordinary course of business

2 3 The present and future goodwill of any business carried on at the Property by or on behalf of the Company (the 'Goodwill') and all assets relating to that business

(together the 'Charged Assets')

(continued on Continuation Sheet)

MG01

Particulars of a mortgage or charge

7

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

8

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)

9

Signature

Please sign the form here

Signature

Signature
X 
For Westfield (Investments) Limited
Duly Authorised Official

X

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

MG01

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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

Company name The Royal Bank of Scotland plc

Address

Post town

Country/Region

Postcode

Country

DX DX 714895 Manchester-25

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(continued)</p> <p>(ii) in taking or perfecting the Legal Charge, or</p> <p>(iii) in preserving defending or enforcing the security created by this Legal Charge, or</p> <p>(iv) in exercising any power under the Legal Charge or otherwise with interest from the date such expenses are incurred</p>	

MG01 - continuation page

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Note The Legal Charge contains covenants by the Company with the Mortgagee not without the Mortgagee's prior written consent to</p> <p>(a) create or permit to arise any mortgage charge or lien, assignment, trust arrangement or security on the Property, the Charged Assets or the Goodwill</p> <p>(b) exercise any of the powers of leasing or agreeing to lease vested in, or conferred on, mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of the whole or any part of the Property or confer upon any person any contractual licence, right or interest to occupy the whole or any part of the Property</p> <p>(c) make or suffer there to be made any conveyance transfer assignment assent or disposition of the Property or the Charged Assets (or any part of either of them) or any other dealing with the Property or the Charged Assets (or any part of it or them) (including without limitation any acquisition by compulsory purchase) of the whole or any part of the Property nor part with possession or share the occupation thereof with any person</p> <p>(d) accept or agree to accept a surrender of any lease, underlease, tenancy, licence or agreement or grant any consents or licences as landlord under any such lease, underlease, tenancy, licence or agreement or vary in any way the terms of any such lease, underlease, tenancy, licence or agreement</p> <p>(e) into any negotiation with any competent authorities with regard to the compulsory acquisition of the Property or consent to any compulsory acquisition of the Property and, if so requested by the Mortgagee or its representatives to conduct such negotiations or give such consent on its behalf</p> <p>(f) agree to grant nor grant any rights easements encumbrances or other privileges over all or any part of the Property</p> <p>If the title to the Property is not registered under the Land Registration Acts 1925 to 1986, the Company shall ensure that no person shall be registered under such Acts as proprietors of all or any part of the Property without the prior written consent of the Mortgagee while this security is in force</p> <p>In the case of registered land the parties request the Chief Land Registrar to enter a restriction on the Proprietorship Register of the Property that except under an order of the Registrar no disposition dealing or charge of the Property or any part of it by any person (including without limitation a mortgagee) is to be registered without the consent of the registered proprietor of this deed</p> <p>The Company shall, subject to the rights of any prior mortgagee, deposit with the Mortgagee and the Mortgagee during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Property and any Charged Assets</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2107585
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FEE AGREEMENT SECOND
CHARGE DATED 4 OCTOBER 2010 AND CREATED BY RYES
SCHOOL LIMITED(THE) FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO WEST REGISTER
(INVESTMENTS) 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 21 OCTOBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES