

MG01

Particulars of a mortgage or charge

0082/13



A35 27/11/2010 230

COMPANIES HOUSE

SATURDAY

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

refer to our guidance at
www.companieshouse.gov.uk

1 Company details		7 For official use	
Company number	0 4 1 4 8 5 2 1	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	ALNWICK COMMUNITY DEVELOPMENT TRUST LIMITED		
2 Date of creation of charge			
Date of creation	d 1 d 1 m 1 m 1 y 2 y 0 y 1 y 0		
3 Description			
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' LEGAL CHARGE dated 11th day of November 2010 being made between ALNWICK COMMUNITY DEVELOPEMENT TRUST LIMITED (CRN 4148521 and a registered charity number 1089444) ("the Borrower") which expression includes the persons claiming title under it where the context admits and NORTHUMBERLAND COUNTY COUNCIL ("the Council") which expression includes the persons claiming title under it where the context so admits ("the Legal Charge")		
4 Amount secured			
Amount secured	Please give us details of the amount secured by the mortgage or charge 1 The sum of up to one hundred and fifty seven thousand three hundred and fifty pounds (£157,350 00) ("the Loan") upon having the repayment thereof secured in manner thereafter appearing and upon the Borrower entering into the covenants thereafter contained Together with payment to the Council of all principal and interest and other monies thereby covenanted to be paid by the Borrower 2 The Legal Charge also provides 2 1 In consideration of the Loan the Borrower covenanted with the Council that it would repay the Loan to the Council on such date as shall be 28 days from 11 November 2010 (See continuation page)		
		Continuation page Please use a continuation page if you need to enter more details	

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Particulars of a charge created by a company registered in Scotland

4	Amount secured	
	Please give us details of the amount secured by the charge	
Amount secured	<p>2 2 The Legal Charge also provides that if at 31 March 2016 all of the terms and conditions to be observed on the part of the Borrower have been so observed or on the earlier redemption of the Loan by the Borrower then the security given by the Legal Charge shall come to an end and at the request of the Borrower the Council shall complete the appropriate documentation to facilitate the removal from the Registers of the title to the Property of the entries relating to the Charge hereby</p>	

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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	Northumberland County Council	
Address	County Hall Morpeth Northumberland	
Postcode	N E 6 1 2 E F	
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	<p>Definition</p> <p>1 "The Property" 34-38 Green Batt Alnwick being the property comprised in the title above mentioned (hereinafter called "the Property") free from incumbrances (The title above referred is stated in the Legal Charge as being Title Number ND110155)</p> <p>2 For the consideration of £157,350 00 aforesaid the Borrower charged by way of legal mortgage with full title guarantee ALL THAT the Property with the payment to the Council of all principal interest and other monies thereby covenanted to be paid by the Borrower</p> <p>3 The Legal Charge also provided that -</p> <p>3 1 The Council would not call in the Loan or any part thereof or take any steps to enforce its security unless and until</p> <p>(a) the Property is sold or exchanged in whole or in part, or</p> <p>(b) the Prerty is demised in whole or in part for a term of 7 years or more, or</p> <p>(c) the Borrower shall be in breach of any of its obligations under the Legal Charge and/or the items referred to in clause 4(b) thereof (N B The provisions of clause 4(b) are set out below at paragraph 3 2)</p> <p>3 2 In the event that the Council should desire to call in the Loan or any part thereof or take steps to enforce the security in accordance with the provisions of the Legal Charge it should do so by notice in writing to the Borrower specifying the grounds for so doing</p> <p>3 3 In the event that the Council should call in the Loan or any part thereof the Borrower should pay to the Council (as well after as before judgement) interest on the sum to be repaid at the rate of one per centum above the Bank of England base rate then current or such other rate replacing the same calculated from the day the Council advised the Borrower of its intention to call in the Loan or any part thereof to the date of repayment</p> <p>(See continuation page)</p>	

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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>3 4 Any disposal by way of gift or inter company transfer at less than market value of the Property will enforce repayment of the Loan within one month of such gift or inter company transfer BUT IT WAS THEREBY AGREED a lease to ACDT Trading Limited will not enforce repayment PROVIDING such lease</p> <p>(a) is for a term of 12 months or less, and</p> <p>(b) is excluded from the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 ('the 1954 Act') by a notice from the Borrower as required by section 38A (3)(a) of the 1954 Act as amended by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ('the 2003 RRO') and by a declaration from ACDT Trading Limited satisfying the requirements of schedule 2 of the 2003 RRO, and</p> <p>(c) the Borrower supplies the Council with a copy of the declaration (together with the form of lease) certified by solicitors as a true copy of the original for this purpose</p> <p>4 THE Borrower hereby further covenanted with the Council as follows -</p> <p>4 1 That the Borrower will pay all rates and other outgoings due in respect of and affecting the Property</p> <p>4 2 That the Borrower will observe perform and be bound by the provisions of the Letter of Offer to the Borrower dated 30 March 2010 and the Standard Conditions (copies of which are annexed to the Legal Charge) so far as the same are not varied by or are inconsistent with the terms of the Legal Charge</p> <p>4 3 That the Borrower will permit the Council and its agents at all reasonable times and upon giving reasonable due notice to enter upon the Property to examine the state and condition thereof</p> <p>4 4 So long as any money remains owing on this security the Borrower agreed to</p> <p>(a) keep all buildings for the time being comprised in this security insured (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repairing rebuilding or reinstating them) in such sum or sums and against loss or damage due to such such risks and with insurers as the Council may in each case and from time to time reasonably require and to have the Council's interest noted on such policies of insurance</p> <p>(b) make all payments required for the purpose as and when the same shall become due and will when reasonably required by the Council deliver to it a copy of the policy or policies of such insurance and evidence of each such payment</p> <p>(c) If the Borrower shall fail to perform any of their obligations under clause 4(d) of the Legal Charge (paragraph 3 4 above) and if the Council should take out any insurance on the Property or any part of it the Borrower will on demand and upon receipt of evidence of such payment repay to the Council all payments made by it for that purpose and will pay interest on them at the rate of Three per centum (3%) per annum from the date of payment until repayment of any money not repaid on demand and all such money and interest shall be charged on the Property</p> <p>5 By Clause 5 of the legal charge it was agreed that the following additional provisions would apply namely</p> <p>5 1 Notwithstanding anything to the contrary therein contained all monies due under the Legal Charge should become due and payable and the statutory powers of sale and of appointing a receiver should arise on the 10th day of December 2010 and Section 103 of the Law of Property Act 1925 should not apply to the Legal Charge and the Legal Charge should shall become immediately enforceable -</p>	

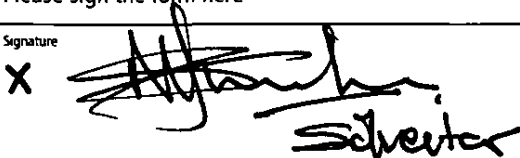
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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>(a) If the Borrower being an individual should become bankrupt or have a receiving order made against it or should commit any act of bankruptcy or enter into any arrangement or composition for the benefit of the Borrower's creditors or being a company should enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purpose only of amalgamation or reconstruction)</p> <p>(b) If the Borrower shall at any time make default in payment of any sum payable hereunder for the period of twenty eight days after the same shall have fallen due and payable or if the Council's right to demand the repayment of the principal sum or any outstanding balance thereof shall arise (c) If the Borrower shall neglect or fail to observe or perform any of the covenants or provisions on the part of the Borrower herein contained</p> <p>5 2 That the Borrower may upon giving one month's previous notice in writing to the Council of his intention so to do pay the balance for the time being unpaid of any sum or sums of money thereby secured and all other interest and other monies (if any) then outstanding</p> <p>5 3 That if any interest payable under the Legal Charge should remain unpaid for seven days after the day on which the same ought to be paid then and in every such case the interest so in arrear should at the expiration of 28 days be capitalised and added for all purposes to the principal sum thereby secured and shall thenceforth bear interest and to be payable at the rate and on the days aforesaid and all the covenants and provisions contained in the Legal Charge and all powers and remedies conferred by law or by the Legal Charge and all rules of law or equity in relation to the principal sum and the interest thereon shall equally apply to such capitalised arrears and to interest on such arrears save after seven days notice in writing to the Council in that behalf the Borrower may pay to the Council on any day therein before fixed for payment of interest the whole of the interest and accumulation of interest for the time being owing on the Legal Charge</p>	

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>None</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a mortgage or 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 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 J Smithson**

Company name **QUANTUM LAW LLP**

Address **Dean Court**

22 Dean Street

Post town **NEWCASTLE UPON TYNE**

County/Region **TYNE AND WEAR**

Postcode **N E 1 1 P G**

Country **United Kingdom**

DX **DX 61000**

Telephone **0191 2229980**



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. 4148521
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 11
NOVEMBER 2010 AND CREATED BY ALNWICK COMMUNITY
DEVELOPMENT TRUST LIMITED FOR SECURING £157,350.00
DUE OR TO BECOME DUE FROM THE COMPANY TO
NORTHUMBERLAND COUNTY COUNCIL 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 27
NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 NOVEMBER
2010

✓



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES