

MG01

Particulars of a mortgage or charge

107962/13



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LASERFORM

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

TUESDAY



A14 *A14LAJ6P* 13/03/2012 #61

COMPANIES HOUSE

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

✓ **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

1	Company details	8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 4 4 3 8 2 9 0	→ Filling 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	Haysbell Properties Limited	
2	Date of creation of charge	
Date of creation	d0 d1 m0 m3 y2 y0 y1 y2	
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	Legal Charge ("the Deed")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	<p>Pursuant to clause 2.1 of the Deed, the Chargor has covenanted that it will pay to Nationwide all moneys and discharge all obligations and liabilities now or in the future due, owing or incurred to Nationwide by the Chargor when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities which are due, owing or incurred to Nationwide may be</p> <ul style="list-style-type: none">(a) express or implied,(b) present, future or contingent,(c) joint or several,(d) incurred as principal or under a guarantee or indemnity to Nationwide, <p>(Please see MG01 C1 for Continuation of this Section 4)</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 Nationwide Building Society ("Nationwide")

Address Nationwide House, Pipers Way, Swindon

Postcode S N 3 8 I N W

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

Fixed charges

Pursuant to clause 3 1 of the Deed the Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness has charged to Nationwide

- (a) *Property* by way of legal mortgage the Property together with all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests and Rights of the Chargor in the Property and in any proceeds of sale or disposal of any part of the Property,
- (b) *Securities* by way of fixed charge any shares and all other interests held by the Chargor in any company or any person or entity from time to time which has any rights in or is connected to the Property, and
- (c) *Guarantees* by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Charged Property

Assignment

Pursuant to clause 3 2 of the Deed the Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness has assigned to Nationwide

- (a) *Goodwill* the goodwill of the business carried on by the Chargor at the Property together with the benefit of any licences and registrations required or obtained for the running of such business,
- (b) *Insurances* all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the refund of any premiums

(Please see MG01 C3 for Continuation of this Section 6)

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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

N/A

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 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).

9 Signature

Please sign the form here

Signature

Signature

X *Burges Salmon*

X

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

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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 Ailsa Fudge

Company name Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX 7829 BRISTOL

Telephone 0117 307 6016



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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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>(e) originally owing to Nationwide or purchased or otherwise acquired by it,</p> <p>(f) denominated in Sterling or in any other currency, or</p> <p>(g) incurred on any banking or other account or in any other manner whatsoever</p> <p>Pursuant to clause 2.2 of the Deed the liabilities referred to in clause 2.1 of the Deed shall, without limitation, include</p> <p>(a) all liabilities arising under the Deed including without limitation under clause 13 of the Deed (<i>Indemnities and costs and expenses</i>),</p> <p>(b) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates, and</p> <p>(c) interest (both before and after judgement) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide in relation to any of the indebtedness or any guarantee in respect of any part of the indebtedness, or otherwise in respect of the Chargor or any guarantor of any part of the indebtedness</p>	

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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

Assignment provisions

In respect of the Charged Property which is assigned to Nationwide under clause 3 2 (*Assignment*) of the Deed and clause 8 9 (*Assignment of Rents*)

- (a) it is assigned absolutely but subject to reassignment upon the Indebtedness being paid or discharged in full and there being no future or contingent Indebtedness which may arise, whereupon Nationwide shall, at the request and cost of the Chargor, reassign the Charged Property to the Chargor,
- (b) Nationwide may (but shall not be obliged to), and the Chargor shall promptly on request by Nationwide (but not otherwise), give to any relevant third parties such notices of assignment as Nationwide shall from time to time require, and
- (c) in respect of any Insurances assigned, Nationwide shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the Chargor thereunder, and the Chargor shall continue to observe and perform its obligations under the Insurances

Credit balances

Pursuant to clause 3 4 of the Deed, the Chargor has irrevocably and unconditionally agreed that if there shall from time to time be any credit balance on any of the Chargor's accounts with Nationwide, Nationwide shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Chargor whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment

H M Land Registry

Pursuant to clause 3 5 of the Deed the Chargor has covenanted that it will apply for the registration of the following restriction against each of the registered titles specified in the Schedule (and against any title to unregistered property specified in Part B of the Schedule which is the subject of a first registration of title at H M Land registry at the date of this charge)

"No disposition of the registered estate by the proprietor of the registered estates is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Nationwide Building Society referred to in the charges register"

Further advances

Pursuant to clause 3 6 the Deed secures further advances made by Nationwide to the Chargor

Definitions

For the purposes of Sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

Authority	means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings,
Borrower	means Haysbell Properties Limited, Company No 04438290 of 73/75 Mortimer Street, London, W1W 7SQ
Charged Property	means the property and all other assets and rights of the Chargor charged by the Deed,
Chargor	means Haysbell Properties Limited, Company No 04438290 of 73/75 Mortimer Street, London, W1W 7SQ,
Facility Letter	means at any time the facility letter issued by Nationwide and accepted by the

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Short particulars

	Borrower in respect of facilities made available by Nationwide to the Borrower and if there is more than one of them, as the context requires, means each and/or all such facility letters,
Fixtures	means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold, leasehold or commonhold property owned by the Chargor,
Indebtedness	means all moneys, obligations and liabilities to be paid by the Chargor referred to in clause 2 of the Deed,
Insurances	means all present and future contracts or policies of insurance effected by the Chargor in accordance with the Deed or to which the Chargor is entitled in respect of the Charged Property,
Occupational Leases	means all leasehold and commonhold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Charged Property,
Property	means the freehold land under title number SY419358 being 12-14 Brassey House, New Zealand Avenue, Walton on Thames, KT12 1QD,
Rights	means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Chargor or any person deriving title from the Chargor from time to time over or in respect of the whole or any part of the Charged Property),
Securities	means the assets of the Chargor described in clause 3 1(b) of the Deed

Additional information on the Deed

OBLIGATIONS IN RESPECT OF THE CHARGED PROPERTY

Undertakings – negative

Pursuant to clause 4 2 of the Deed the Chargor undertook to Nationwide that during the continuance of this security the Chargor will

- (a) *Alteration or development of the Property* not without the prior consent in writing of Nationwide make any structural or material alteration to the Property or any premises forming part of the Property or do or permit to be done anything which is "development" or a change of use within the meaning of the Planning Acts from time to time or any orders or regulations under such Acts or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any Consent (whether of a public or private nature) from time to time in force affecting the Property is or may be infringed. In the event of Nationwide giving consent to commence and proceed with any works, the Chargor shall, without delay, carry out those works to Nationwide's satisfaction in accordance and within the provisions and conditions of the consent. The Chargor shall not sever, unfix or remove any of the Fixtures or plant or machinery on the Charged Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models,
- (b) *Possession of Property* not without the prior consent in writing of Nationwide (and then only in accordance with any conditions that may be attached to such consent) dispose of the Property or any estate or interest in it (including without limitation rental income in respect of the Property) or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence

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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	<div style="margin-left: 40px;"> <p>(i) be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Acts of the Property (and the Chargor will indemnify Nationwide against the costs of entering any caution against such registration) or create or permit to arise any overriding interest affecting the same within the definition in those Acts or permit any person to assert any proprietary or other similar right or interest over the Property, or</p> <p>(ii) become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property,</p> <p>(c) <i>Jeopardy</i> not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value (whether monetary or otherwise) to Nationwide of the whole or any part of the Charged Property,</p> <p>(d) <i>Security Rights and disposals</i> not without the prior written consent of Nationwide</p> <p>(i) create or purport to create or permit to subsist any Security Right over the whole or any part of the Charged Property other than a lien arising by operation of law (arising in the ordinary course of the Chargor's business and securing amounts not more than 30 days overdue) and any Permitted Charge, or</p> <p>(ii) assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property, or</p> <p>(iii) dispose of all or any part of the Charged Property or agree to do so, or</p> <p>(iv) permit or agree to any variation of the Rights attaching to the whole or any part of the Charged Property,</p> <p>(e) <i>Licensed premises</i> not oppose any application by Nationwide or a Receiver for the transfer, grant or renewal of any justices, excise or premises licence relating to the Property,</p> <p>(f) <i>VAT</i> not without the consent of Nationwide, elect to waive exemption under paragraphs 2-4 of Schedule 6A to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) in respect of any supply made in relation to the Charged Property or any part of it or any other building, parade, precinct or complex or any agricultural land (including the buildings on such land) in which the Chargor has a right or licence to occupy within the meaning of paragraph 3(2) of Schedule 6A to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) which could give rise to a deemed election in relation to the Charged Property,</p> <p>(g) <i>Compulsory purchase</i></p> <p>(i) except with the prior written consent of Nationwide, not consent to, or enter into any negotiations with any Authority with regard to, the acquisition of the whole or any part of the Charged Property,</p> <p>(ii) if so requested by Nationwide, permit Nationwide or its agent or anyone engaged by Nationwide to conduct such negotiations or give such consent on the Chargor's behalf, and</p> <p>(iii) if a notice is given to the Chargor by an Authority that such Authority intends to acquire the whole or any part of the Charged Property and such notice contains any condition, not, at any time after the date of such notice, to do or omit or suffer to be done or omitted any act or thing which may be in breach of such condition</p> </div> <p>POWER OF ATTORNEY</p> <p><i>Power of attorney</i></p>

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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

and on its behalf

- (a) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which Nationwide or such Receiver may require for perfecting the title of Nationwide to the Charged Property or for vesting the same in Nationwide, its nominees or any purchaser or generally for any of the purposes set out in the Deed,
- (b) to sign, execute, seal, complete and deliver and otherwise perfect any further security document referred to in clause 16 (*Further Assurance*), and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on Nationwide or a Receiver under the Deed or which may be deemed expedient by Nationwide or a Receiver in connection with any Disposal, realisation or getting in by Nationwide or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under the Deed

Ratification

Pursuant to clause 14 2 of the Deed the Chargor has covenanted that it will ratify and confirm all transactions entered into by Nationwide, any Receiver or any delegate of Nationwide in the exercise or purported exercise of Nationwide's or the Receiver's respective powers and all things done by Nationwide, such Receiver or delegate by virtue of any power of attorney given by this clause 14 of the Deed

Irrevocable

Pursuant to clause 14 3 of the Deed the Chargor has acknowledged that the power of attorney has granted to Nationwide, any Receiver and its delegates and substitutes is granted irrevocably and for value as part of the security constituted by the Deed to secure the proprietary interests of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971

CONTINUING SECURITY

Pursuant to clause 15 1 of the Deed, the Deed and the obligations of the Chargor under the Deed shall

- (a) secure the Indebtedness owing to Nationwide by the Chargor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever,
- (b) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide,
- (c) not merge with or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by Nationwide dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable,
- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of any Indebtedness nor by any legal limitation in any matter in respect of any Indebtedness or by any other fact or circumstances (whether known or not to the Chargor or Nationwide) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by Nationwide, and
- (e) remain binding on the Chargor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving Nationwide or of the assets of Nationwide and for this purpose the Deed and all rights conferred on Nationwide under it may be assigned or transferred by Nationwide accordingly

FURTHER ASSURANCE

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to clause 16.1 of the Deed the Chargor has covenanted that it will if and when at any time required by Nationwide

- (a) execute such further Security Rights and assurances in favour of Nationwide and do and deliver all such acts and things as Nationwide shall from time to time require over or in relation to all or any of the Charged Property to secure the Indebtedness or to perfect or protect the security intended to be created by the Deed over the Charged Property or any part of it, and
- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which Nationwide may then require to facilitate the realisation of the Charged Property

Certain documentary requirements

Pursuant to clause 16.2 of the Deed such further assurances shall be prepared by or on behalf of Nationwide at the expense of the Chargor and shall contain,

- (a) an immediate power of sale without notice,
- (b) a clause excluding section 93 of the Law of Property Act 1925 and the restrictions contained in section 103 of the Law of Property Act 1925, and
- (c) such other clauses for the benefit of Nationwide as Nationwide may require

Definitions

For the purposes of this Additional Information of this Form MG01, the following definitions shall have the following meanings

Authority	means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings,
Disposal	means a sale, transfer, assignment, declaration of trust or other disposal (including by way of lease, tenancy or loan) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time and "dispose" shall be construed accordingly,
Enforcement Date	means the date on which Nationwide demands the payment or discharge of all or any part of the Indebtedness or after the occurrence of an Event of Default or, if earlier, the date on which an application for an administration order is presented or any other formal step is taken with a view to appointing an administrator in relation to the Chargor,
Event of Default	has the meaning given to it in the Facility Letter,
Permitted Charge	means any charge over the Charged Property which has been granted or permitted to subsist with the prior written consent of Nationwide and "Permitted Charge" shall be construed accordingly,
Planning Acts	means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980, the Countryside and Rights of Way Act 2000 and the Ancient Monuments and Archaeological Areas Act 1979,
Receiver	means any one or more receivers and/or managers appointed by Nationwide pursuant to this Charge over all or any part of the Charged Property including any

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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

hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind,



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4438290
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 1 MARCH
2012 AND CREATED BY HAYSBELL PROPERTIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY
ACCOUNT WHATSOEVER 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 13 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES