

MR01

Particulars of a charge

146178113  
IRIS Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

Please return  
via  
CH London Counter

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record



**1 Company details**

Company number 05118252

Company name in full Lime Property Fund (General Partner) Limited

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 Charge creation date**

Charge creation date 02/01/2009

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Homes and Communities Agency

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

Freehold land at Leisure Plaza, Elder Gate, Milton Keynes as shown edged red on the plan attached to the Clawback Charge (referred to as the Supermarket Property).

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

MR01

Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Denton*

*on behalf of HCA*

X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Louise Wager

Company name Dentons UKMEA LLP

Address The Pinnacle

170 Midsummer Boulevard

Post town Milton Keynes

County/Region

Postcode M K 9 1 F E

Country

DX DX:84756 MILTON KEYNES

Telephone +44 1908 690260



### 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

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5118252

Charge code: 0511 8252 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th September 2013 and created by LIME PROPERTY FUND (GENERAL PARTNER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2013.

L/C

Given at Companies House, Cardiff on 14th October 2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

SNR DENTON 

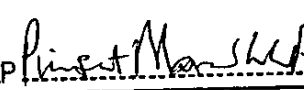
Clawback Charge in respect of Supermarket at Leisure Plaza,  
Elder Gate, Central Milton Keynes

Dated

20 September 2013

Lime Property Fund Limited Partnership  
(Chargor)

Homes and Communities Agency  
(Agency)

CERTIFIED TO BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
DATED THIS 25<sup>th</sup> DAY OF Sept 2013  
  
Pinsent Masons LLP 

SNR Denton UK LLP  
The Pinnacle  
170 Midsummer Boulevard  
Milton Keynes  
MK9 1FE  
United Kingdom  
DX 84756

## Legal Charge

Dated

20 September 2013

Between

- (1) **Lime Property Fund Limited Partnership** (a Limited Partnership in England with LP registration number LP009538) acting through its general partner Lime Property Fund (General Partner) Limited (Company Number 5118252) and its nominee, Lime Property Fund (Nominee) Limited (Company Number 5117939) each of whose registered office is at 1 Poultry, London EC2R 8EJ (**Chargor**), and
- (2) **Homes and Communities Agency** of Central Business Exchange II, 406 - 412 Midsummer Boulevard, Central Milton Keynes, MK9 2EA (**Agency**)

### 1 Definitions

In this Legal Charge the following definitions apply

*Insert Mirror LLP*

**Plan** means the plan annexed to this Legal Charge

**Property** means the freehold land at Leisure Plaza, Elder Gate, Milton Keynes now registered with Land Registry title number BM381329 shown edged ~~red~~ *blue* on the Plan annexed to the Transfer

**Secured Sums** means the money, sums or other matters now or at any time hereafter payable under Schedule 1 of the Transfer so far as they relate to the Supermarket Property

**Supermarket Property** means that part of the Property edged red on the plan annexed hereto

**Supermarket Transfer** means a transfer of the Supermarket Property of even date made between Abbeygate Helical (Leisure Plaza) Limited (1) and the Chargor (2)

**Transfer** means a transfer of the Property of dated 8<sup>th</sup> July 2013 and made between the Agency (1), Abbeygate Helical (Leisure Plaza) Limited (2)

### 2 Whereas

- 2.1 The Transfer contains various covenants to pay sums to the Agency due thereunder and a provision requiring any transferee of the Property or any part to provide a deed of covenant to pay such sums to the Agency and enter into a charge to secure payment
- 2.2 The Chargor has taken a transfer of part of the Property by way of the Supermarket Transfer and has provided a deed of covenant to pay the Secured Sums to the Agency and is required to enter into this charge to secure such sums

### 3 Interpretation

- 3.1 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute
- 3.2 The headings of clauses are for ease of reference only and shall not affect construction
- 3.3 References to the Agency shall include its successors and assigns (including statutory successors)

#### **4 Legal Charge**

The Chargor with full title guarantee charges the Supermarket Property by way of legal mortgage as continuing security to the Agency for the payment to the Agency of the Secured Sums

#### **5 Payment covenants**

5 1 The Chargor acknowledges the existence of a debt to the Agency of the sum of One Pound (£1) (**the Debt**) and hereby covenants to pay the Debt to the Agency upon demand

5 2 The Chargor covenants with the Agency to pay to the Agency

- (a) all sums now due or which may in the future be or become due under Schedule 1 to the Transfer so far as related to the Supermarket Property, and
- (b) the Debt, and
- (c) on demand all proper and reasonable costs and expenses incurred by the Agency in connection with the actual or intended exercise of any power of the Agency under this Legal Charge

#### **6 The Agency's default powers**

The Agency shall have power (but shall not be obliged whether under this Legal Charge or by implication) to make good any breach of any obligation on the part of the Chargor and the proper costs and expenses in respect of any such action shall be repayable to the Agency and shall become due upon the amount thereof being notified to the Chargor in writing

#### **7 Power of sale**

The power of sale and all other statutory powers vested in the Agency (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with the Agency for value arise upon the date of this Legal Charge and shall become exercisable by the Agency without notice to the Chargor immediately on the happening of any one or more of the following events

- (a) default on the part of the Chargor in observing or fulfilling any of its obligations under this Legal Charge or Schedule 1 to the Transfer so far as they relate to the Supermarket Property, or
- (b) if the Chargor enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or makes any composition with creditors

#### **8 Security power of attorney**

The Chargor by way of security to secure the proprietary interest in and the performance of, obligations owed to the Agency irrevocably appoints the Agency and any receiver severally to be the attorney or attorneys of the Chargor and in the Chargor's name and otherwise on the Chargor's behalf to do all acts and things and to execute, deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on the Agency and/or any receiver and (ii) any obligation imposed on the Chargor whether pursuant to this Legal Charge or by law

#### **9 Restriction**

9 1 The Chargor agrees to the registration at the Land Registry against the registered title(s) of the Supermarket Property of a restriction in the following terms

*No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date of Legal Charge] in favour of*



*Homes and Communities Agency referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer (Form P)*

- 9 2 The Agency covenants with the Chargor as soon as reasonably practicable following any disposition (and provided that the Chargor has complied with the covenants on its part contained in Schedule 1 to the Transfer so far as they relate to the Supermarket Property and subject to the Chargor having paid to the Agency all monies due pursuant to Schedule 1 to the Transfer so far as they relate to the Supermarket Property or this Legal Charge) to issue to the Chargor a consent to dealing in the terms required to satisfy the restriction anticipated by clause 8 1 of this Legal Charge to enable such disposition to be registered at the Land Registry
- 9 3 The Agency covenants with the Chargor that on the expiry of the Relevant Period (as defined in Schedule 1 to the Transfer) it will execute the relevant Land Registry form (prepared by the Chargor) required to remove the restriction referred to at Clause 9 1 above and use reasonable endeavours to assist the Chargor in procuring the removal of the same at the Land Registry PROVIDED ALWAYS that (following the expiry of the said Relevant Period) it shall not be deemed to be unreasonable for the Agency to withhold its consent to the release of the restriction so long as any monies due and payable to the Agency under the provisions of Schedule 1 to the Transfer so far as they relate to the Supermarket Property or this Legal Charge are outstanding

**10 Service of Notices**

The provisions of the Law of Property Act 1925 (as amended) as to the service of notices shall apply to any notice or other document required or authorised to be given or served under this Deed

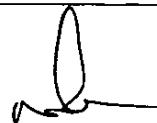
**11 Third parties**

It is agreed and declared that no person who is not a party to this Legal Charge shall be entitled in his own right to enforce any term of this Legal Charge pursuant to the Contracts (Rights of Third Parties) Act 1999

**Executed by the parties as a Deed**

**EXECUTED** (but not delivered  
until the date hereof)  
**AS A DEED** by  
**LIME PROPERTY FUND (GENERAL  
PARTNER) LIMITED**  
acting by -

)  
)  
)  
)  
)



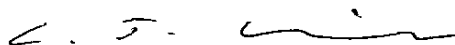
Director



Director/Secretary

**EXECUTED** (but not delivered )  
until the date hereof) )  
**AS A DEED** by )  
**LIME PROPERTY FUND (NOMINEE) LIMITED** )  
acting by - )

Director



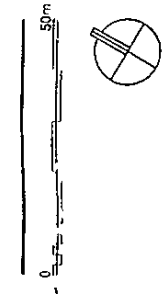
Director/Secretary



**THE COMMON SEAL** of **HOMES AND** )  
**COMMUNITIES AGENCY** was hereunto )  
affixed in the presence of )

Authorised Signatory





# TRANSFER PLAN 1

- THE PROPERTY
- ELECTRICITY WAYLEAVE
- THE RETAINED LAND
- THE SUBSTATION  
(actual position at the lower street level)
- THE SIGNAGE AREA

**REVISIONS**  
 A. 10/01/13 Substation zone revised to include substation

**PROJECT**  
 LEISURE PLAZA  
 CENTRAL MILTON KEYNES

**CLIENT** BAM CONSTRUCTION  
**DRAWING** TRANSFER PLAN 1  
 UPPER GROUND SITE LAYOUT

**STATUS** LEGAL  
**SCALE** 1:1000 (A3) 1:500 (A1)  
**DRAWN** 21.08.13 **REVISED** 10.09.13  
**DRAWING** Q2-558-LG-0017-A

**q2 architects**

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