

MG01

Particulars of a mortgage or charge

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Oyez

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 reg-
ister particulars of a charge for a Sc
company. To do this, please use
form MG01s

TUESDAY



A19

A1H7FRLT

11/09/2012

#225

COMPANIES HOUSE

1 Company details

Company number 0 5 6 8 9 9 9 7

Company name in full Foinavon Chippenham Limited (the "Assignor")

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 2 9 0 8 2 0 1 2

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

Assignment of Rental Income (the "Assignment")

4 Amount secured

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

Amount secured

All or any money and liabilities which shall from time to time
(and whether on or at any time after demand) be due, owing or
incurred in whatsoever manner to the Bank by the Assignor,
whether actually or contingently, solely or jointly and whether
as principal or surety (or guarantor or cautioner), including
any money and liabilities of the Assignor to a third party which
have been assigned or novated to or otherwise vested in the Bank
and including interest, discounts, commission and other lawful
charges or expenses which the Bank may in the course of its
business charge or incur in respect of those matters or for
keeping the Assignor's account, and so that interest shall be
computed and compounded according to the Bank's usual rates and
practice (or otherwise agreed in writing) after as well as
before any demand made or judgment or decree obtained under or
in relation to the Assignment (the "Secured Obligations")

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	Investec Bank plc (the "Bank")
Address	2 Gresham Street
	London
Postcode	E C 2 V 7 Q P
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 1 The Assignor, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, under the Assignment assigned to the Bank all of the Assignor's right, title, benefit and interest in and to the Rental Income

1 2 The Assignor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, under the Assignment charged to the Bank by way of fixed charge the Rental Income Account and all monies from time to time standing to the credit of the Rental Income Account and all rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same

1 3 The Assignor further undertook to grant such further Encumbrances and notices on the same terms as provided in the Assignment as the Bank shall require in relation to any Rental Income payable in respect of any present or future Leases granted by the Assignor

2 NEGATIVE PLEDGE

The Assignor shall not without the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed)

2 1 create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Security Assets or any part thereof,

2 2 sell, transfer or otherwise dispose of or deal with any of the Security Assets or enter into any arrangement or grant any option for any such sale, transfer or other disposal or dealing, and/or

2 3 part with possession of any freehold or leasehold interest in relation to the Property, grant or agree to grant any option or any licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Assignment and being an agent of the Assignor and the Bank may grant or accept surrenders of leases without restriction

See continuation sheet 1 for definitions

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Particulars of a mortgage or charge

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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

Nil

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 *Dinda W. L. C. Ltd* 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

Ben Truman

Company name

Dundas & Wilson LLP

Address

Northwest Wing

Bush House

Aldwych

Post town

London

County/Region

Postcode

W

C

2

B

4

E

Z

Country

DX

Telephone

020 7759 9928



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

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

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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

Continuation Sheet 1

Definitions

Assigned Rights means all assets, property and rights of the Assignor described in Clause 3.1 (Assignment) of the Assignment (as set out in paragraph 1.1 of this Form MG01),

Charged Assets means all assets, property and rights of the Assignor described in Clause 3.2 (Fixed Charge) of the Assignment (as set out in paragraph 1.2 of this Form MG01),

Encumbrance means any mortgage, charge, standard security, right in security, security, pledge, lien, assignment, assignation, guarantee, indemnity, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking,

Leases means all leases at the date of the Assignment and from time to time affecting the Property, together with any further leases, sub-leases, licences or rights to occupy granted by the Assignor in respect of the Property or any part thereof, as such may be amended, varied or supplemented from time to time,

Property means the property or properties specified in the Assignment, being the leasehold property known as Chippenham Retail Park, Bumpers Way Chippenham, registered at the Land Registry under title numbers WT248403 and WT248628,

Rental Income means the aggregate of all amounts paid or payable to, or for the benefit or account of, the Assignor in connection with the letting, licensing or use of the Property, including (but not limited to, and without double counting).

(a) rent, licence fees and equivalent sums paid or payable whether it is variable or not and however or whenever it is described, reserved or made payable,

(b) any sums received or receivable from any deposit held as security for performance of any tenant's obligations,

(c) a sum equal to any apportionments of rent allowed in favour of the Assignor,

(d) any other moneys paid or payable in respect of occupation and/or usage of the Property and/or payable to the Assignor under the terms of any Lease,

(e) any sums paid or payable or the value of consideration given in connection with the surrender or determination of any Lease and/or any grant or surrender of any underlease,

(f) any Tenant Contributions,

(g) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest on any such item awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Assignor from any party) in furtherance of such proceedings so taken or claim so made,

See continuation sheet 2 for further definitions

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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

(h) any moneys payable under any policy of insurance in respect of loss of rent or interest on such loss of rent,

(i) any sum paid or payable by any guarantor of any occupational tenant or licensee under any Lease,

(j) any interest paid or payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same, and

(k) any other sum (not being of a principal or capital nature) paid or payable to the Assignor in relation to the Property,

Rental Income Account means the interest bearing account opened or to be opened in the name of the Assignor held with the Bank as the Bank may at any time require or any account which may from time to time be substituted for such account,

Security Assets means the Charged Assets and the Assigned Rights,

Tenant means any tenant or occupier under any Lease, and

Tenant Contributions means any amount paid to the Assignor by any Tenant by way of

(a) contribution to

(i) insurance premia,

(ii) the cost of an insurance valuation,

(iii) service charge in respect of the Assignor's costs under any repairing or similar obligation or in providing services to a tenant or occupier of, or with respect to, the Property, or

(b) VAT or similar taxes



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5689997
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF RENTAL
INCOME DATED 29 AUGUST 2012 AND CREATED BY
FOINAVON CHIPPENHAM LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
INVESTEC BANK PLC 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 11 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 SEPTEMBER
2012

2



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES