

# MG01

## Particulars of a mortgage or charge

TUESDAY



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LD2

25/01/2011

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COMPANIES HOUSE

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

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☒ **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.

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

<b>1 Company details</b>		For official use
Company number	0 5 8 2 8 6 6 8	<b>25</b> → 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	Wellbark Property Unlimited (the "Borrower")	
<b>2 Date of creation of charge</b>		
Date of creation	d 1 d 3 m 0 m 1 y 2 y 0 y 1 y 1	
<b>3 Description</b>		
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 dated 13 January 2011 made between the Borrower and Lloyds TSB Bank plc (the "Bank") in respect of 177/179 Prince Edward Road, South Shields NE34 8PL (the "Assignment")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	(a) All the obligations and liabilities of the Borrower to the Bank of any kind and in any currency (whether at the date of the Assignment or in the future, actual or contingent and whether owed by the Borrower as principal or surety or incurred alone or jointly with another and whether owed to the Bank as original obligee or as assignee or transferee), including (without limitation) interest, fees, banking charges, commission and expenses, (b) the Expenses, and (c) Interest on the obligations and liabilities of the Borrower to the Bank covenanted to be discharged and/or paid by the Borrower under clauses 2 1 and 2 2 of the Assignment, (the "Secured Obligations")	
<b>Continuation page</b> 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

Name	Lloyds TSB Bank plc									
Address	5 Gresham Street									
	London									
Postcode	E	C	2	V		7	H	N		
Name										
Address										
Postcode										

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

**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

By the Assignment the Borrower with full title guarantee assigned all its right, title, interest and benefit to and in the Rental Income and all claims of whatsoever nature relating to it to the Bank absolutely, as a continuing security for the discharge on demand of the Secured Obligations

Note, inter alia

**Negative Pledge**

(a) save as permitted by the Facility Letter, the Borrower will not create or permit to arise or continue any Encumbrance, right of set-off, counterclaim, equity or other third party right whatsoever affecting the Assigned Property or any assets of rights relating to or deriving from them or assign, dispose of or deal with the Assigned Property or any of such assets or rights, other than in favour of the Bank, and

(b) save as permitted by the Facility Letter, the Borrower will not sell, transfer, lease or otherwise dispose of or cease to exercise direct control over any part of the Assigned Property whether by one or a series of transactions related or not

In these particulars the following defined terms are used

"Assigned Property" means all the rights, title, interest and benefit of the Borrower to and in the Rental Income and any other rights, title, interest and benefit assigned to the Bank pursuant to clause 3.1 of the Assignment,

"Base Rate" has the same meaning as in the Facility Letter,


"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority,

"Expenses" means all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Bank at any time in connection with the Assignment, the Secured Obligations or in taking, perfecting, preserving, defending or enforcing the Assignment (or any of the security created by it) or in exercising any right or power under the Assignment or otherwise,

(see continuation sheet)

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<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	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 **Katie Hillier**

Company name **K&L Gates LLP**

Address **110 Cannon Street**

Post town **London**

County/Region

Postcode **E C 4 N 6 A R**

Country

DX **58/Chancery Lane**

Telephone **020 7360 8230**



### 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](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)

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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	<p>Defined terms continued</p> <p>"Facility Letter" means the facility letter dated 26 April 2007 from the Bank and accepted by the Borrower on 2 May 2007 and as supplemented by a letter dated 28 January 2008 and an amendment agreement dated 10 December 2008,</p> <p>"Interest" means in respect of any obligation or liability the rate being the higher of 2% per annum above the Base Rate and the highest rate payable from time to time under the Facility Letter,</p> <p>"Leases" means all leases, licenses or other tenancy arrangements in relation to the Properties including, without limitation, those granted or entered into from time to time by the Borrower in relation to the Properties,</p> <p>"Properties" and "Property" means 177/179 Prince Edward Road, South Shields NE34 8PL as the same is registered at the Land Registry with title number TY61422,</p> <p>"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of the Borrower in connection with the letting or licensing of each Property or any part thereof by the Leases, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable</p> <p>(a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserve or made payable,</p> <p>(b) any sum payable pursuant to any guarantee of any rent however described,</p> <p>(c) any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) Landlord and Tenant Act 1927,</p> <p>(d) any rent payable by virtue of a determination made by the court under section 24(A) Landlord and Tenant Act 1954,</p> <p>(e) sums received from any deposit held as security for performance of any tenant's obligations,</p> <p>(f) any other moneys payable in respect of occupation and/or usage of each Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise,</p> <p>(g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,</p> <p>(h) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon 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 Borrower from any party) in furtherance of such proceedings so taken or claim so made,</p> <p>(i) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,</p> <p>(j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender of any variation of any Lease, and</p> <p>(k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the above,</p> <p>but excluding the following amounts to the extent included above</p> <p>(see further continuation sheet)</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	<p>Further Continuation Sheet</p> <p>Definition of "Rental Income" continued</p> <p>(i) those amounts (if any) (together with any value added or similar taxes charged thereon) due to the Borrower from any tenants under any Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Borrower under any repairing or similar obligations or in providing services to such tenant or tenants of such building,</p> <p>(ii) any sum recovered from any tenant under any Lease or other occupier in reimbursement of a cost or expense incurred by the Borrower as a result of any breach by such tenant or other occupier of any repairing or other covenant,</p> <p>(iii) any costs or expenses incurred by the Borrower in obtaining payment of any of the items listed in paragraphs (a)-(k) above,</p> <p>(iv) any contribution to a sinking fund paid by any tenant or other occupier, and</p> <p>(v) any value added tax or similar taxes payable on any of the items listed in paragraphs (a)-(k) above</p>	



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

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

**COMPANY NO. 5828668  
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF RENTAL  
INCOME DATED 13 JANUARY 2011 AND CREATED BY  
WELLBARK PROPERTY UNLIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
LLOYDS TSB BANK PLC 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 25 JANUARY  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JANUARY  
2011

*f*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES