

# M

CHFP004

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in  
respect of each register entry for a mortgage  
or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

6

05904675

Name of company

. TOTHILL LIMITED

Date of creation of the charge

30 JULY 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

THIRD PARTY LEGAL MORTGAGE

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or hereafter due, owing or incurred by Scarisbrick Hall Limited under a share purchase agreement dated 30th July 2009 and made between Spyglass Properties No. 2 LLP and Todwood Limited (1) and Scarisbrick Hall Limited (2) relating to the sale and purchase of the entire issued share capital of Broadgate Developments No. 2 Limited.

Names and addresses of the mortgagees or persons entitled to the charge

SPYGLASS PROPERTIES NO. 2 LLP of Suite 1, Stevenson House, St Christophers Green,

Haslemere, Surrey GU27 1BX and TODWOOD LIMITED of 5th Floor, Julco House, 26-28

Great Portland Street, London W1W 8AS

Postcode

Presenter's name address and  
reference (if any) :

H MONTLAKE & CO  
BANK HOUSE  
269-275 CRANBROOK ROAD  
ILFORD  
ESSEX IG1 4TG

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

WEDNESDAY



\*AHT9XC57\*

A46

05/08/2009

105

COMPANIES HOUSE

135361/13  
**395**

**Short particulars of all the property mortgaged or charged**

### Definitions:

**"Authorisations"** means an authorisation, approval, consent, licence, permit, exemption, registration or filing.

"Charged Assets" means all the undertaking property and assets of Tothill Limited as set out in 1, 2 and 3 below including any part thereof and any interest therein.

**"Insurances" means all contracts or policies of insurance in which Tothill Limited from time to time has an interest and which relate to the Property**

**"Property" means the assets of Tothill Limited described in Schedule 1 of the Third Party Legal Mortgage dated 30 July 2009 together with all buildings, fixtures and fixed plant and machinery on such Property, the proceeds of sale of the whole or any part of such Property and all rights appurtenant to or benefiting such property.**

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of Tothill Limited in connection with the letting or third party occupation of the Property including (without limitation) rent, amounts payable as rent, damages, compensation or insurance proceeds for loss of rent premiums payable by tenants or occupiers, amounts receivable under any guarantee or out of deposits held as security for any such sums and any interest recoverable thereon.

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2.1 of the third party legal mortgage dated 30 July 2009

Please do not  
write in  
this margin

**Please complete legibly, preferably in black type, or bold block lettering**

## Particulars as to commission allowance or discount (note 3)

Signed

11/10/2020

Date 04/08/2009

On behalf of mortgagee/chargee

**A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)**

## Notes

+delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Please do not  
write in this  
binding margin  
CHFP004

**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company number

05904675

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

Name of company

TOTHILL LIMITED

Limited \*

\* delete if  
inappropriate

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge  
(continued)

Please do not write  
in this binding  
margin

Please complete  
legibly, preferably in  
black type or bold  
block lettering

**Short particulars of all the property mortgaged or charged (continued)**

Please do not  
write in this  
binding margin

Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

T  
P  
not  
X  
9  
1

Tothill Limited charges to Spyglass Properties No. 2 LLP and Todwood Limited as a continuing security for the payment and discharge of the Secured Liabilities the following assets both present and future:

1. By way of legal mortgage the freehold land being Kingswood College of Scarisbrick, Southport Road, Scarisbrick, Ormskirk, L40 9RQ registered at the Land Registry under title number LA829155 ("the Property") together with all buildings, fixtures and fixed plant and machinery on such Property, the proceeds of sale of the whole or any part of such Property and all rights appurtenant to or benefiting such Property

2. By way of fixed charge

(a) (to the extent that it is not the subject of an effective mortgage under 1 above) the Property

(b) the benefit of all agreements relating to the Property to which Tothill Limited is or may become a party or otherwise entitled

(c) all plant and machinery owned by Tothill Limited and situated at the Property and its interest in any plant and machinery in its possession and situated at the Property

(d) all benefits in respect of the Insurances including all claims and the refund of any premiums

(e) its rights under the appointment of any managing agent of the Property

(f) the benefit of all Authorisations held in connection with the use of any Charged Assets and the right to recover and receive all compensations which may be payable to it in respect of such Authorisations or the Charged Assets; and

(g) if and in so far as any assignment in clause 3 below shall for any reason be ineffective as an assignment, the assets referred to in that clause

3. Assignment

Tothill Limited assigns and agrees to assign absolutely to Spyglass Properties No. 2 LLP and Todwood Limited by way of security the following assets, present and future:

(a) all its rights, title and interest in and to the Rental Income and any guarantee of Rental Income;

(b) all its rights, title and interest in and to all payments made under the Insurances;

(c) all the goodwill of the business carried on at the Property and the benefit of all contracts and claims in respect of that business;

(d) all rights and claims to which it is now or may in the future become entitled in relation to the Property including, without limitation, all rights and claims it may have from time to time against any vendor or lessor or persons who now are, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons; and

(e) to the extent that the same are capable of assignment:

(i) the benefit of all rights and claims to which it is now or may in the future become entitled under all present and future building contracts relating to the Property and all guarantees, warranties and representations given or made by, and any rights and remedies against, all or any building contractors at any time engaged in relation to the Property, together with the benefit of all sums recovered in any proceedings against all or any such persons; and

(ii) the benefit of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by, and any rights or remedies against, all or any professional advisers now or at any time engaged in relation to the Charged Assets and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Property and any other person, firm or company now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with the benefit of all sums recovered in any proceedings against all or any such persons.



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 5904675  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL MORTGAGE  
DATED 30 JULY 2009 AND CREATED BY TOTHILL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
SCARISBRICK HALL LIMITED TO SPYGLASS PROPERTIES NO.2  
LLP AND TODWOOD LIMITED UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 5 AUGUST  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2009

*-p/664*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES