

# MG01

## Particulars of a mortgage or charge



### 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  
particulars of a charge for a  
company. To do this, please  
form MG01s

MONDAY



"A0001JF6"

A18

12/12/2011

#187

COMPANIES HOUSE

1

### Company details

Company number 0 6 2 8 7 5 3 7

Company name in full Sackville Properties (St Albans) Limited

5

#### Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

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### Date of creation of charge

Date of creation d0 d9 m1 m2 y2 y0 y1 y1

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### 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

Debenture made between Sackville Properties (St Albans) Limited (the "Company") and The  
Co-operative Bank plc (the "Bank") dated 9 December 2011 (the "Debenture")

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### Amount secured

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

Amount secured

All monies, obligations and liabilities now or at any time hereafter  
due, owing or incurred by the Company to the Bank on any current or  
other account or otherwise (whether actual or contingent, as  
principal or surety and whether solely or jointly with any other  
person), and whether originally owing to the Bank or otherwise  
purchased or acquired by it, including interest, discount,  
commission, bank charges and other charges and expenses charged  
by the Bank ("Secured Obligations")

#### Continuation page

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

**MG01****Particulars of a mortgage or charge****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	The Co-operative Bank p l c
Address	Northern Regional Securities, 2 Cathedral Square, The Cloth Market, Newcastle upon Tyne
Postcode	N E 1 1 E E
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

With full title guarantee

1 By way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,

2 By way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), now or at any time hereafter during the continuance of this security belonging to or charged to the Company (not being charged as described in paragraph 1 above) and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,

3 By way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons,

4 By way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property,

5 By way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property,

6 By way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities,

Continued . . . . .

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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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *Weightman LLP* 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 SZK 134178.51

Company name  
Weightmans LLP

Address Pall Mall Court

61-67 King Street

Post town Manchester

County/Region

Postcode M 2 4 P D

Country

DX DX 18564 Manchester 7

Telephone 0161 214 0562



### 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

7 By way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress),

8 By way of fixed charge all its present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress),

9 By way of fixed charge all its present and future computers (save to the extent that such computers forms part of its stock in trade or work in progress),

10 By way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress),

11 By way of fixed charge all other equipment present and future not more particularly charged by Clause 2.1 of the Debenture (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement,

12 By way of fixed charge all its goodwill and uncalled capital, present and future,

13 By way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto,

14 By way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charged Assets,

15 By way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights,

16 By way of fixed charge all Book Debts,

17 By way of fixed charge all Payment Obligations,

18 By way of fixed charge all Refundables,

which together with the Book Debts and Payment Obligations are described in the Debenture as "Receivables" and references to "Book Debts", "Payment Obligations", "Refundables" and "Receivables" shall include the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances),

19 By way of fixed charge, with effect from the opening or establishment of any Collections Account, all monies standing to the credit of such Collections Account,

20 By way of fixed charge all Account Balances,

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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

21 By way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charged under the preceding provisions of Clause 2 of the Debenture

The fixed charges created by clauses 2 1 7 and 2 1 10 of the Debenture, shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties, and service records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement

#### NEGATIVE PLEDGE

1 The Company shall not, without the prior written consent of the Bank, create or allow to subsist any Encumbrance over any Charged Assets (whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so,

2 The Company shall not, without the prior written consent of the Bank, sell, transfer, lease, assign, factor, discount or otherwise part with possession or dispose of (or attempt or agree to do any of the foregoing) the whole or any part of the property, asset or right of the Company, whether present or future (except for a disposal at market value in the usual course of trading of Charged Assets which are not stated to be charged by the Debenture by way of legal mortgage or fixed charge and which are not then subject to a fixed charge which was originally a floating charge)

#### DEFINITIONS

"Account Balances" means all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution,

"Book Debts" means all present and future book debts of the Company,

"Charged Assets" means all property, assets and rights of the Company, both present and future which are for the time being subject to the security created by or pursuant to the Debenture and (unless the context requires otherwise) shall include each and every part thereof,

"Collections Account" has the meaning as ascribed to it in clause 7 6 1 of the Debenture,

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind,

"Payment Obligations" means all present and future debts (other than Book Debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company,

"Property" means the property referred to in Clauses 2 1 1 and 2 1.2 of the Debenture, and includes each and every part thereof, and

"Refundables" means all present and future payments of or entitlements to claim payment or repayment of any taxes, insurance premiums or other over-payments by the Company

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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



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FILE COPY

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

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

**COMPANY NO. 6287537  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 DECEMBER  
2011 AND CREATED BY SACKVILLE PROPERTIES (ST ALBANS)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK  
P.L.C. ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 12 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES