

MG01

Particulars of a mortgage or charge



R1NKC7T5

RCS 11/12/2012 #138

COMPANIES HOUSE

A1N4UBGB

A11 05/12/2012 #112

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



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 company. To do this, please use form MG01s

TUESDAY
WEL

1 Company details

Company number 0 6 9 7 0 7 2 5

Company name in full Vancouver House 2009 Ltd

3 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 Date of creation of charge

Date of creation 03 12 2012

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 Legal Charge

4 Amount secured

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

Amount secured

All moneys and liabilities now or hereafter due, owing or incurred by the Chargor to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several; incurred as principal or surety; originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges ...continued

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 Santander UK plc (registered number 2294747)

Address 2 Triton Square

London

Postcode N W 1 3 A N

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

The Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future:

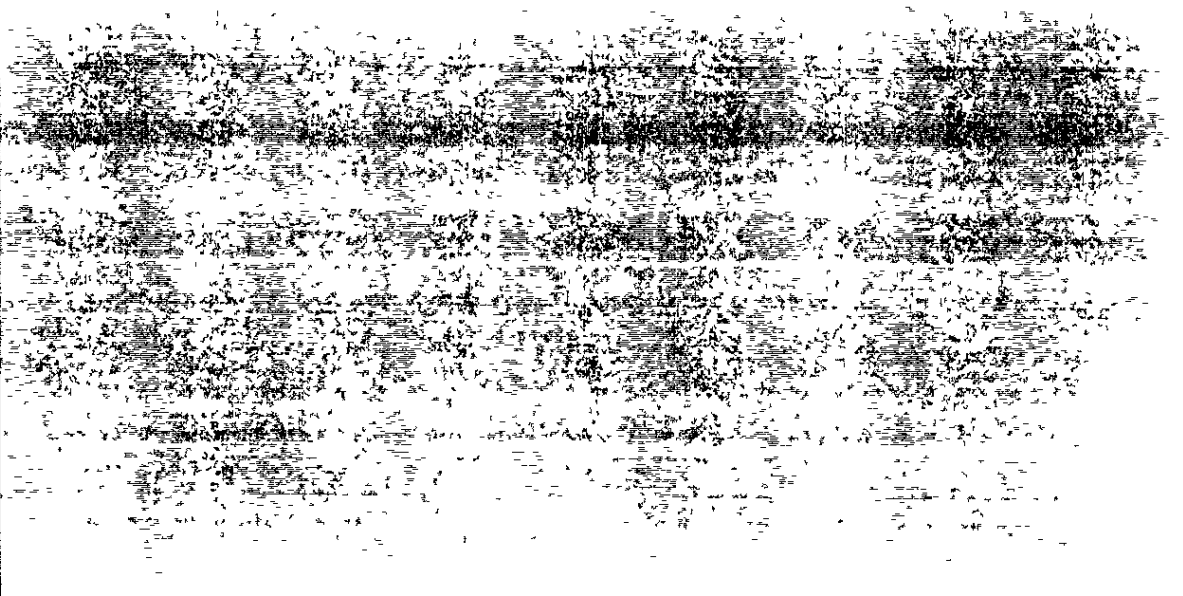
- (a) by way of legal mortgage each of the Properties,
- (b) by way of fixed charge
 - (i) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled;
 - (ii) its rights under the appointment of any managing agent of any of the Properties;
 - (iii) all its rights, title and interest in the Insurances;
 - (iv) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and
 - (v) if and in so far as any assignment in clause 3.2 (Assignment) of the Legal Charge shall for any reason be ineffective as an assignment, the assets referred to in that clause.

The Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease.

. .continued

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor.</p> <p>If the Chargor fails to pay any amount payable by it under the Legal Charge on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded monthly.</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

Definitions

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration,

Charged Assets means all the undertaking, property and assets of the Chargor described in clause 3.1 of the Legal Charge (Fixed charge) and clause 3.2 of the Legal Charge (Assignment) including any part thereof and any interest therein;

Chargor means Vancouver House 2009 Limited (registered number 06970725);

Default Rate means the highest rate of interest referred to in the Finance Documents;

Finance Documents means the documents governing the terms of the Secured Liabilities;

Group means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being,

Group Member means each member of the Group;

Insurances means all contracts or policies of insurance relating to the Charged Assets in which the Chargor has an interest,

Lender means Santander UK plc (registered number 2294747) as security trustee for each Group Member;

Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor;

Secured Liabilities means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (Covenant to pay) of the Legal Charge; and

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Properties means the assets of the Chargor described in schedule 1 of the Legal Charge (Properties) 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 any such property (each a **Property**).

Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property.

Schedule 1

Properties

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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

The leasehold property known as 20 Vancouver Road, Liverpool L27 2DA
registered at the Land Registry under title number MS594418.

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Particulars of a mortgage or charge

7 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

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).

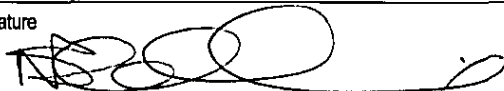
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  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 Mark Hague

Company name George Davies Solicitors LLP

Address 8th Floor

1 New York Street

Post town Manchester

County/Region

Postcode M 1 4 A D

Country

DX DX 14316 Manchester 1

Telephone 0161 236 8992



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6970725
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 3
DECEMBER 2012 AND CREATED BY VANCOUVER HOUSE 2009
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO THE GROUP MEMBERS (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 11 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER
2012

[Handwritten signature]



Companies House



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