

MG01

Particulars of a mortgage or charge



002236/26

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

TUESDAY



A09 19/07/2011 38
COMPANIES HOUSE

1 Company details

Company number 07400437

Company name in full Ashfield (Hull) Limited (the "Mortgagor")

For official use

→ **Filling 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 01/07/2011

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 monies, obligations and liabilities whatsoever
whether for principal, interest or otherwise which
may now or any time in the future be due, owing or
incurred by the Company to Santander UK plc and its
subsidiaries for the time being ("the Group" (or
any member of the Group) whether present or future,
actual or contingent and whether alone, severally
or jointly as principal, guarantor, surety or
otherwise and all the Company's other liabilities
whatever to the Group (or any member of the Group)
including (without limitation) indebtedness on
account of money advanced, bills of exchange,
promissory notes, obligations with respect to
letters of credit, guarantees and indemnities

[see Continuation Sheet]

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 (the "Bank")						
Address	2 Triton Square, Regent's Place, 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	All that freehold/leasehold property known as	
	39 Parkstone Road, Hull HU6 7DB	HS65838
	43 Sharp Street, Hull HU5 2AF	HS22021
	45 Sharp Street, Hull HU5 2AF	HS22021
	64 Mayville Avenue, Hull HU8 8EZ	HS13844
	221 Moorhouse Road, Hull HU5 5PT	HS292447
	12 Danube Road, Hull HU5 5UP	HS361862
	15 Mascotte Gardens, Hornsea HU18 1RS	HS197462
	8 Rosedale, Whitby Street, Hull HU9 2PL	HS361984
	6 Allendale, Sterling Street, Hull HU3 6SR	HS343785
	24 Rustenburg Street, Hull HU9 2PT	HS5806
	and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any contracts or policies of insurance of whatever nature in connection with the it and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof (the "Charged Property").	

MG01

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 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

Rollub LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

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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 David Hextall

Company name Rollits LLP

Address Wilberforce Court

High Street

Post town Hull

County/Region East Yorkshire

Postcode H U 1 1 Y J

Country England

DX 715756 Hull 15

Telephone 01482 323239



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

MG01 - continuation page
Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

. and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all interest, commission, fees and legal and other costs, charges and expenses which any member of the Group or any administrative receiver, receiver, administrator or similar officer may charge or incur in relation to the Company or the Legal Charge and the preparation, negotiation and creation of the Legal Charge and/or in relation to the charged property and/or breach of any provision of, and the protection, realisation or enforcement of, the Legal Charge, in each case on a full indemnity basis and so that interest, shall be calculated and compounded according to the usual manner of the relevant member of the Group (as well after as before judgement and the right to such interest shall not merge in any judgement)

Restrictions on the Mortgagor

The Mortgagor shall not without the prior written consent of the Bank:

- 1 1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof,
- 1 2 sell, convey, assign, lease, sub-lease or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any of the Charged Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing,
- 1.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Mortgagor by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing; or
- 1 4 part with or share possession or occupation of the Charged Property or any part of it or grant any tenancy or licence to occupy the Charged Property or agree to do any of the foregoing

Receiver

At any time after the security becomes enforceable, or if the Mortgagor so requests, the Bank may without notice appoint under seal or in writing under the hand of a duly appointed employee or officer any one or more persons to be a Receiver of all or any part of the Charged Property in every respect as if the Bank had become entitled under the LPA to exercise the power of sale conferred by it

"Encumbrance" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment

MG01 - continuation page
Particulars of a mortgage or charge

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7400437
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 13 JULY
2011 AND CREATED BY ASHFIELD (HULL) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SANTANDER UK PLC AND ITS SUBSIDIARIES
FOR THE TIME BEING AND THE GROUP ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 JULY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JULY 2011



Companies House
— for the record —



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