

MG01

Particulars of a mortgage or charge



848326/13

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

THURSDAY



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A13T3UDE

01/03/2012

COMPANIES HOUSE

#137

1	Company details	45	For official use
Company number	0 0 9 8 4 9 9 3 ✓	→ 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	A. R. Cartwright Limited ✓		

2	Date of creation of charge
Date of creation ✓	d2 d7 m0 m2 y2 y0 y1 y2

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 (" Legal Charge ")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
	Please give us details of the amount secured by the mortgage or charge	
Amount secured ✓ 10	All monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by A. R. Cartwright Limited (the " Company ") to HSBC Bank plc (the " Lender ") (including under any Hedging Agreement). (the " Secured Liabilities ")	

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	HSBC Bank plc
Address	Penman Way, Grove Park Enderby, Leicester
Postcode	L E 1 9 1 S Y
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

- 1 The Company charges and agrees to charge in favour of the Lender
- (a) by way of first legal mortgage all the Company's present and future right, title and interest in or to the Property, and
- (b) by way of first fixed charge
- (i) all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (ii) the proceeds of sale of the Property, and
- (iii) the benefit of any rental deposit given or charged to the Company by any occupier of the Property,
- (c) by way of first fixed charge (insofar as not mortgaged by paragraph 1(a) above or charged by paragraph 1(b) above)
- (i) all present and future rents and other sums due to the Company under any Lease,
- (ii) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same
- 2 The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to
- (i) (to the extent not mortgaged or charged by paragraph 1 above) all present and future rents and other sums due to the Company under any Lease,
- (ii) all insurance policies relating to the Property, claims under those insurance policies and all proceeds of those claims under the insurance policies,
- (iii) all present and future book debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Company or due or owing to the Company in respect of the Property (whether actual or contingent and whether arising under contract or in any other manner whatsoever),
- (iv) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and
- (v) all proceeds of any of the foregoing not otherwise assigned under this Paragraph 2

See continuation sheet

MG01 - continuation page

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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	<p>3 To the extent that any right referred to in paragraph 2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Company's present and future rights and claims to any proceeds of such rights</p> <p>Negative Pledge The Company shall not create or permit to subsist any Security Interest other than the Security without the consent of the Lender</p> <p>No disposals Unless the Lender consents, the Company shall not make any disposal of any Security Assets even if the disposal is involuntary</p> <p>Definitions</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Company and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities,</p> <p>"Lease" means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations,</p> <p>"Property" means the freehold property known as <u>the land on the north east side of Watling Street, Hinckley, Leicestershire</u> registered at the land registry with title number LT383112 but excluding the part tinted pink on the title plan for title number LT383112;</p> <p>"Security" means the Security Interests created or intended to be created by or pursuant to the Legal Charge.</p> <p>"Security Assets" means all the Company's assets from time to time the subject of Security, and</p> <p>"Security Interest" means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	

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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

N/A

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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 Gateley LLP

X

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

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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 Kim McKenzie (04297 348)

Company name Gateley LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region

Postcode B 3 2 H J

Country

DX 13033 Birmingham 1

Telephone 0121 234 0000



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. 984993
CHARGE NO. 45**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27
FEBRUARY 2012 AND CREATED BY A.R.CARTWRIGHT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY
ACCOUNT WHATSOEVER 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 1 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES