

MG01

Particulars of a mortgage or charge



083244 / 39

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 a Scottish company. To do this, please use form MG01s

THURSDAY



\*A12SVW10\*

A14

16/02/2012

#157

COMPANIES HOUSE

1

**Company details**

Company number 03168996

Company name in full Chelsea Portfolio Limited  
(the "Chargor")

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 01/02/2012

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 Charge over Rent Account made between the Chargor (1) and Nationwide (2) (the "Charge over Rent Account")

4

**Amount secured**

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

Amount secured

All moneys and discharge all obligations and liabilities now or in the future due, owing or incurred to Nationwide by the Chargor when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities which are due, owing or incurred to Nationwide may be

- (a) express or implied
- (b) present, future or contingent,
- (c) joint or several,
- (d) incurred as principal or under a guarantee or indemnity to Nationwide,
- (e) originally owing to Nationwide or purchased or otherwise acquired by it
- (f) denominated in Sterling or in any other currency or
- (g) incurred on any banking or other account or in any other manner whatsoever

(the "Indebtedness")

**Continuation page**

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

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## 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Nationwide Building Society	
Address	Nationwide House, Pipers Way, Swindon ("Nationwide")	
Postcode	S N 3 8 1 N W	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1 Charge</b></p> <p><b>1 1 Fixed charges</b></p> <p>The Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness charged to Nationwide all its right, title and interest in the Charged Balance</p> <p><b>1 2 Credit balances</b></p> <p>The Chargor irrevocably and unconditionally agrees that if there shall from time to time be any credit balance on any of the Chargor's accounts with Nationwide, Nationwide shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Chargor whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment</p> <p><b>1 3 Further advances</b></p> <p>The Charge over Rent Account secures further advances made by Nationwide to the Chargor</p> <p><b>NB</b> The Charge over Rent Account contains the following restrictive covenant</p> <p><b>Undertaking</b></p> <p>The Chargor undertakes that it will not assign, transfer, create, attempt to create or permit to subsist any Security Right on the Rent Account or any part of the Charged Balance other than in favour of Nationwide</p>	

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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Definitions	
	<b>Authority</b>	means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings,
	<b>Charged Balance</b>	means the balance for the time being on the Rent Account and includes all interest accrued thereon,
	<b>Default Rate</b>	means the default interest rate specified in the Facility Letter and if there is more than one Facility Letter and more than one default rate the different default rates shall be applied to such parts of the Indebtedness as Nationwide shall in its absolute discretion deem appropriate,
	<b>Enforcement Date</b>	means the date on which Nationwide demands the payment or discharge of all or any part of the Indebtedness or, if earlier, any date on, or after, the occurrence of an Event of Default,
	<b>Event of Default</b>	has the meaning given to it in the Facility Letter,
	<b>Facility Letter</b>	means at any time the facility letter issued by Nationwide and accepted by the Chargor in respect of facilities made available by Nationwide to the Chargor and if there is more than one of them, as the context requires, means each and/or all such facility letters,
	<b>Regulation</b>	includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any Authority, from time to time,
	<b>Rent Account</b>	means
	Account Number	50460583
	Account Designation	Chelsea Portfolio Limited Number Two Account
	Account Holding bank/building society	Barclays Bank plc
	Branch	Chelmsford Business Centre, Priory Place, New London Road, Chelmsford, Essex CM2 0PP
	Sort Code	20-29-86
	Being the Sterling account in which sums shall be placed by the Chargor pursuant to the Facility Letter and including any sub-account, any re-designation of that account and any account substituted therefore by written agreement between the parties	
	<b>Security Right</b>	means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind,
	<b>Status Change</b>	means
	(a) an amalgamation of Nationwide with one or more other building societies pursuant to section 93 of the Building Societies Act 1986, or	
	(a) a transfer of all or substantially all its engagements (including all the obligations of Nationwide under this Charge) to another building society pursuant to section 94 of the Building Societies Act 1986, or	
	(a) a transfer of the whole of Nationwide's business to a company pursuant to section 97 of the Building Societies Act 1986, or	
	(a) an alteration in the status of Nationwide by virtue of any statute or statutory	

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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

provisions which alters, or permits the alteration of the status of building societies generally or building societies which meet specified criteria to that of an institution authorised under the Financial Services and Markets Act 2000 or to a body which is regulated on a similar basis to an institution authorised under the Financial Services and Markets Act 2000,

and "Successor" means the resulting building society, company, institution or body,

**Subsidiary** shall have the meaning given to it by section 1159 of the Companies Act 2006,

**Transfer** has the meaning set out in clause 15 6(b) of the Charge over Rent Account, and

**Transferee** has the meaning set out in clause 15 6(b) of the Charge over Reent Account

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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 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 *Taylor Wesley CPA* 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 URYW/UGJL

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 - London

Telephone



### 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)**



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

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

**COMPANY NO. 3168996  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER RENT ACCOUNT  
DATED 10 FEBRUARY 2012 AND CREATED BY CHELSEA  
PORTFOLIO LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO NATIONWIDE  
BUILDING SOCIETY 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 16 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 FEBRUARY  
2012

*OK*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES