

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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

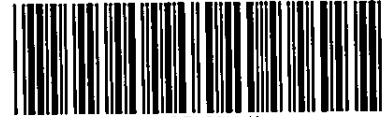
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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



A14 16/02/2012 #158
COMPANIES HOUSE

1

Company details

Company number 03168996

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

11 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 d1 d0 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 Deed of Rental Assignment made between the Assignor (1) and Nationwide
(2) (the "Deed of Assignment")

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 Assignor 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 "Secured Liabilities")

Continuation page

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

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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	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	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 Deed of Assignment</p> <p>1 1 Assignment</p> <p>The Assignor with full title guarantee as a continuing security for the payment and discharge of assignment of the Indebtedness assigned to Nationwide the Rent</p> <p>1 2 Assignment provisions</p> <p>In respect of the Rents</p> <p>(a) they are assigned absolutely but subject to reassignment upon the Indebtedness being paid or discharged in full and there being no future or contingent Indebtedness which may arise, whereupon Nationwide shall, at the request and cost of the Assignor, reassign the Rents to the Assignor</p> <p>(b) Nationwide may (but shall not be obliged to), and the Assignor shall promptly on request by Nationwide, give to any relevant third parties such notices of assignment as Nationwide shall from time to time require,</p> <p>(c) Nationwide shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the Borrower under any lease, agreement or contract and the Assignor shall continue to observe and perform such obligations and shall indemnify Nationwide against any liability for performance or breach of them, and</p> <p>(d) Nationwide shall, notwithstanding the assignment, have no responsibility to take any steps to recover the Rents and shall not be under any liability for reason of it either having abstained from taking any such steps or having taken any such steps</p> <p>1 3 Credit balances</p> <p>The Assignor irrevocably and unconditionally agrees that if there shall from time to time be any credit balance on any of the Assignors accounts with Nationwide, Nationwide shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Assignor whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment</p> <p>1 4 Further advances</p> <p>The Deed of Assignment secures further advances made by Nationwide to the Borrower</p> <p>2 Obligations in respect of the Rent</p> <p>2 1 Undertakings</p> <p>(a) <i>Not dispose</i> not assign or dispose or purport to assign or dispose of the Rents in whole or in part or grant, create or permit to subsist any Security Right (whether ranking in priority to, pari passu with or subordinate to the security hereby created) on or against the Rents or any part thereof without the express prior written consent of Nationwide</p> <p>(b) <i>No indulgence</i> not release payment or grant time or indulgence in relation to the Rents or suffer to arise any set-off or other adverse rights against the Rents or do or omit to do anything which may delay or prejudice the right of the Nationwide to receive payment of the Rents</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

Authority	means any governmental body, agency, department or regulatory, self regulatory or other authority including, without limitation, local and public authorities and statutory undertakings,
Default Rate	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,
Disposal	means a sale, transfer, assignment, declaration of trust or other disposal (including by way of lease, tenancy or loan) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time and "dispose" shall be construed accordingly,
Enforcement Date	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,
Event of Default	has the meaning given to it in the Facility Letter,
Facility Letter	means at any time the facility letter issued by Nationwide and accepted by the Borrower in respect of facilities made available by Nationwide to the Borrower and if there is more than one of them, as the context requires, means each and/or all such facility letters,
Permitted Charge	means any Security Right over the Rents which has been granted or permitted to subsist with the prior written consent of Nationwide,
Property	means
1	The freehold land known as Cheddar House Hotel, 3 and 4 Dalby Square, Margate as the same is registered at the Land Registry with title number K705647, and
2	The freehold land known as 1-20 Marlborough Court and 1-36 Pensand House, South Road, Hythe CT21 6HH as the same is registered at the Land Registry with title number K629863
Rents	means all the right, title, benefit and interest (whether present or future) of the Assignor in and to all rent, licence fees or other sums of money now or at any time received or recoverable by the Assignor from any tenant or licensee of the Property or any part thereof including, without limitation, service charge and insurance payments (whether such tenant's tenancy or licensee's licence be express, implied or by operation of law) and any other income in respect of the Property whatsoever but excluding any Value Added Tax on such sums,
Security Right	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,
Status Change	means
(a)	an amalgamation of Nationwide with one or more other building societies pursuant to section 93 of the Building Societies Act 1986, or
(b)	a transfer of all or substantially all its engagements (including all the obligations of Nationwide under this Deed of Assignment) to another building society pursuant to

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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>section 94 of the Building Societies Act 1986, or</p> <p>(c) a transfer of the whole of Nationwide's business to a company pursuant to section 97 of the Building Societies Act 1986, or</p> <p>(d) an alteration in the status of Nationwide by virtue of any statute or statutory 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,</p> <p>and "Successor" means the resulting building society, company, institution or body,</p> <p>Subsidiary shall have the meaning given to it by section 736 of the Companies Act 1985,</p> <p>Transfer has the meaning set out in clause 13 6(b) of the Deed of Rental Assignment,</p> <p>Transferee has the meaning set out in clause 13 6(b) of the Deed of Assignment</p>	

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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 CP* 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 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. 3168996
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF RENTAL ASSIGNMENT
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