

# MG01

## Particulars of a mortgage or charge

255863/L3



**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  
particulars of a charge for  
company. To do this, please  
use form MG01s

MONDAY



LD7 \*L2TN1ZFI\* 45  
21/11/2011

COMPANIES HOUSE

### 1 Company details

Company number 0 6 0 8 7 7 1 7

Company name in full AMDALE SECURITIES LIMITED (the "Chargor")

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→ **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 m1 m1 y2 y0 y1 y1

### 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, granted by the Chargor to Suzanne Jane Marriott and Peter Horsman acting in their  
capacity as executors of the estate of the late Charles Lawrence Smith (the "Lender") creating a  
legal mortgage of the Land at 319 High Street, Slough, SL1 1BD with title number BK227504 (the  
"Legal Charge")

### 4 Amount secured

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

Amount secured All moneys, as at the date of the Legal Charge and any time  
thereafter becoming due or owing by the Chargor to the Lender and  
all liabilities, obligations, costs, charges and expenses, actual or  
contingent existing from the date of the Legal Charge or at any time  
thereafter becoming due or owing by the Chargor to the Lender  
(whether due, owing or incurred by the Chargor alone or jointly with  
any other person and whether as principal or surety) (the "Secured  
Obligations").

**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	Suzanne Jane Marriott (in her capacity as executor)
Address	5 Fleet Place London
Postcode	E C 4 M 7 R D
Name	Peter Horsman (in his capacity as executor)
Address	Lion House Red Lion Street, London
Postcode	W C 1 R 4 G B

**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

Defined terms are provided on the continuation page

The Chargor as continuing security for the payment and discharge of the Secured Obligations has charged, by way of

- i legal mortgage the Land at 319 High Street, Slough, SL1 1BD with title number BK227504, and
- ii first fixed charge all rents arising under any leases or tenancies of the Property presently existing or under any future lease or tenancy of the Property and all other (if any) income arising from the Property

**RESTRICTIONS****1. Restriction on Security Interests**

The Chargor shall not create or permit to subsist any Security Interests, other than the Security Interest created by the Legal Charge, in or over the Assets without prior written consent of the Lender

**2. Disposals of the Property**

The Chargor shall not sell or otherwise dispose of the Security Assets or any legal or equitable interest in the Security Assets without the prior written consent of the Lender

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**DEFINITIONS**

In the Legal Charge, the following terms and expressions have the following meaning

- Assets:** means business, undertaking, property, rents, assets, revenues, rights present and future and any interest therein in relation to the Property,
- Fixtures:** means, in relation to the Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on the Property and owned by the Chargor,
- Land:** means freehold and leasehold land, and all Fixtures, buildings, erections, equipment and effects from time to time on that land and including the benefit of any covenants for title given or entered into in respect of that land by the Chargor or any predecessor in title of the Chargor and all Related Rights,
- Property:** means the Land over which security is created pursuant to the terms of the Legal Charge,
- Related Rights:** means, in relation to any Security Asset
- (a) the proceeds of sale of any part of that Security Asset;
  - (b) all rights under any licence, agreement for sale, lease or agreement for lease in respect of that Security Asset,
  - (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Security Asset, and
  - (d) any moneys and proceeds paid or payable in respect of that Security Asset,
- Security Assets:** means all Assets the subject of any security created by, or pursuant to, the Legal Charge,
- Security Interests:** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,
- Security Period:** means the period beginning on the date of the Legal Charge and ending on the date on which all the Secured Obligations have been irrevocably and unconditionally paid in full and on which the Lender has no further commitment, obligations or liability to the Chargor under, or pursuant to, the Share Purchase Agreement, and
- Share Purchase Agreement:** means the share purchase agreement dated on or around the date of the Legal Charge between the Lender and the Chargor

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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

NIL

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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 *Charles Russell 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 **Jon Bond**

Company name **Charles Russell LLP**

Address **5 Fleet Place**

Post town **London**

County/Region

Postcode **E C 4 M 7 R D**

Country **United Kingdom**

DX **19 Chancery Lane**

Telephone **020 7203 5000**

## 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 Linnenhall, 32-38 Linnenhall 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. 6087717  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 10  
NOVEMBER 2011 AND CREATED BY AMDALE SECURITIES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO SUZANNE JANE MARRIOTT  
AND PETER HORSAM (IN THEIR CAPACITY AS EXECUTORS)  
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 21 NOVEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 NOVEMBER  
2011**

Dt



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