

437648/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Laserform

Particulars of a charge

A fee is payable with this form Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online Please go to www.companieshouse.gov.uk

✓ What this form is for You may use this form to register a charge created or evidenced by an instrument

X What this form is NOT for You may not use this form to register a charge where the instrument is a mortgage Use form MR01

WEDNESDAY



A06 *A3CP6N5F* 23/07/2014 #215 COMPANIES HOUSE

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☑ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original.

1 Company details

Company number: 05150631
Company name in full: Dalbury Limited (the "Mortgagor")

For official use
Filing in this form: Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: 05/07/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Clydesdale Bank plc (CN SC001111)

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01

Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The Mortgagor charges by way of legal mortgage the freehold property known as 32 Blencathra Drive, Mickleover, Derbyshire DE3 9NP registered at Land Registry with title number DY79521.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

8 Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

¹ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X *Bond Dickinson* X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Asa Buchanan

Company name Bond Dickinson LLP

Address St Ann's Wharf

112 Quayside

Post town Newcastle upon Tyne

County/Region

Postcode

N	E	1		3	D	X
---	---	---	--	---	---	---

Country

DX 61191 Newcastle upon Tyne

Telephone 0845 415 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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5150631

Charge code: 0515 0631 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2014 and created by DALBURY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd July 2014.

DX

Given at Companies House, Cardiff on 30th July 2014



Companies House





LEGAL MORTGAGE

FIRST PARTY

For Solicitors information:- Please ensure the original mortgage is returned to the Bank following registration at the Land Registry

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
DOCUMENT

Bond Dickinson LLP
BOND DICKINSON LLP
15.7.2014



Legal Mortgage by Owner to Secure Own Account

made on 15th day of July 2014

THIS IS AN IMPORTANT LEGAL DOCUMENT ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. YOU WILL BECOME LIABLE TO PAY MONEY TO THE BANK AND THE BANK MAY BECOME ENTITLED TO ENFORCE ITS RIGHTS AGAINST YOUR PROPERTY IF YOU FAIL TO PAY MONEY TO THE BANK IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. WE STRONGLY ADVISE YOU TO OBTAIN LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS DOCUMENT.

By this Legal Mortgage made between you:

DALBURY LIMITED (CRN: 05150631) WHOSE REGISTERED OFFICE IS AT EAST LEALMOUTH FARM, COLNHILL ON TWEED, NORTHUMBERLAND, TD12 4QB

Name and Address/Registered Office and Registered Number (if applicable) of each owner

and us, Clydesdale Bank PLC (trading as Yorkshire Bank) of 30 St Vincent Place, Glasgow, G1 2HL, you charge the Property to secure your liabilities to us on the terms which appear in this Mortgage

Description of the freehold/leasehold property to be mortgaged

Address:

32 BLENCATHRA DRIVE, MICKLEOVER, DERBYSHIRE DE3 9NP

Registered Land

Table with 2 columns: Title number(s) and Administrative Area. Row 1: DY79521, CITY OF DERBY

Unregistered Land The property is comprised in the following deeds(s)

Table with 3 columns: Date, Description of deeds(s), Parties. All cells are empty.

Particulars of any assets to be charged pursuant to paragraph 2.4.1 (Companies and Limited Liability Partnerships only)

Located at

together with all accessories, additions and improvements to, and renewals and replacements of such equipment and goods

Form of charge filed at HM Land Registry under reference MD4256

- 1 You undertake to pay us the *Secured Obligations*
- 2 As security for the payment and discharge of the *Secured Obligations* and all other sums of money and liabilities owed under this *Mortgage*, with full title guarantee
 - 2 1 you charge the *Property* to us by way of legal mortgage
 - 2 2 you assign to us the *Related Rights*
 - 2 3 you assign to us the goodwill belonging to you of all businesses from time to time carried on or at the *Property* with the benefit of all *Permits* which you may hold in connection with such businesses
 - 2 4 If you are a corporate body including a body registered under the Companies Acts or a Limited Liability Partnership you also charge to us
 - 2 4 1 by way of fixed charge the equipment and goods (if any) listed in Box C and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the *Property*, and
 - 2 4 2 by way of floating charge all other movable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the *Property*.
- 3 We may at any time by written notice to you convert the floating charge over any assets specified in the notice into a fixed charge
- 4 All *Costs* and *Interest* on *Costs* from the date they are incurred until they are paid, will be secured by this *Mortgage*
- 5 This *Mortgage* incorporates the Yorkshire Bank Mortgage Conditions 2004 Legal Mortgage by Owner to Secure Own Account (the "*Conditions*") You acknowledge that you have received a copy of the *Conditions* and agree that you will observe and perform them
6. This Mortgage is made for securing (but we are not obliged to make) further advances
- 7 You hereby apply to the Chief Land Registrar to enter on the Register a restriction that no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of this charge
- 8 This *Mortgage* will take effect as a deed
- 9 Terms in italics are defined in the *Conditions*

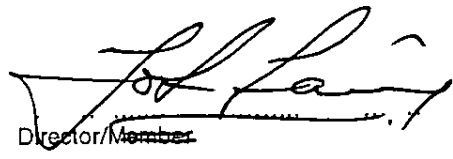
THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS YOU WILL BECOME LIABLE TO PAY MONEY TO THE BANK AND THE BANK MAY BECOME ENTITLED TO ENFORCE ITS RIGHTS AGAINST YOUR PROPERTY IF YOU FAIL TO PAY MONEY TO THE BANK IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT WE STRONGLY ADVISE YOU TO OBTAIN LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS DOCUMENT

Executed as a Deed (but not delivered until the date of this Mortgage) by affixing the Common Seal of **DALBURY acting by a Director**

LIMITED*/LIMITED LIABILITY PARTNERSHIP* in the presence of **JOHN ALEXANDER MARSHALL**
9 Church Street
Berwick upon Tweed

Signed as a Deed (but not delivered until the date of this Mortgage) by **John Alexander Marshall**

LIMITED*/LIMITED LIABILITY PARTNERSHIP* acting by a Director and its Secretary or two Directors or two Members


 Director/Member

Secretary/Member

Director/Member

Director or Secretary/Member

*Form 395 to include reference to fixed and floating charges in paragraph 2 4 1

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Signed as a Deed (but not delivered until the date of this Mortgage) by

whose signature was witnessed by

Witness

Signature

Name

Address

Occupation

Signature

Witness

Signature

Name

Address

Occupation

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Signed as a Deed (but not delivered until the date of this Mortgage) by

whose signature was witnessed by

Witness

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Name

Address

Occupation

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Signed as a Deed (but not delivered until the date of this <i>Mortgage</i>) by)	
)	
whose signature was witnessed by)	Signature
Witness		Witness
Signature		Signature
Name		Name
Address		Address
Occupation		Occupation

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Signed as a Deed (but not delivered until the date of this <i>Mortgage</i>) by)	
)	
whose signature was witnessed by)	Signature
Witness		Witness
Signature		Signature
Name		Name
Address		Address
Occupation		Occupation

NOTE - NOT TO BE USED FOR REGISTERED CHARGES

CLYDESDALE BANK PLC (trading as Yorkshire Bank) releases and (where appropriate) re-assigns to you the property and assets described in paragraph 3 1 of this *Mortgage* free from all sums of money secured by and from all claims and demands the Bank has under this *Mortgage*

Dated this day of

For Clydesdale Bank PLC (trading as Yorkshire Bank)

Duly authorised to sign by
Resolution of the Board