

# MG01

## Particulars of a mortgage or charge

TUESDAY



LD2 25/01/2011 75  
COMPANIES HOUSE

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

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**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

For further information, please  
refer to our guidance at  
www.companieshouse.gov.uk

### 1 Company details

Company number	0	5	8	2	8	6	6	8	For official use 22
Company name in full	Wellbark Property Unlimited (the "Borrower")								→ 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	d	2	d	0	m	0	m	1	y	2	y	0	y	1	y	1
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### 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 dated 20 January 2011 made between the Borrower and Lloyds TSB Bank plc (the "Bank") in respect of 144 High Street, Stockton-on-Tees TS18 1LX (the "Legal Charge")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details.
Amount secured	All the obligations and liabilities of the Borrower to the Bank of any kind and in any currency (whether at the date of the Legal Charge or in the future, actual or contingent and whether owed by the Borrower as principal or surety or incurred alone or jointly with another and whether owed to the Bank as original obligee or as assignee or transferee) (the "Secured Obligations")	

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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	
Name	Lloyds TSB Bank plc
Address	25 Gresham Street London
Postcode	E C 2 V 7 H N
Name	
Address	
Postcode	

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

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

Please give the short particulars of the property mortgaged or charged	
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**Continuation page**  
Please use a continuation page if you need to enter more details.

Short particulars

By the Legal Charge and as a continuing security for the discharge and payment of the Secured Obligations and with full title guarantee, the Borrower

(a) charged to the Bank by way of legal mortgage all its legal interests in the Properties and otherwise by way of fixed charge the Property (to the full extent of its interests in the Properties or their proceeds of sale),

(b) except to the extent that the same shall have been assigned to the Bank pursuant to the Assignment of Rental Income, assigned to the Bank its interests in the benefit of all covenants and rights relating to the Properties and the benefit of all easements serving or relating to the Properties, subject to reassignment on redemption,

(c) except to the extent that the same shall have been assigned to the Bank pursuant to the Assignment of Rental Income, assigned to the Bank all of its rights and benefits under any leases, tenancies, agreements for lease and licences in respect of the Properties, all the proceeds of any claim, award or judgment arising out of any of them and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing (in each case whether at the date of the Legal Charge or in the future) subject to reassignment on redemption,

(d) assigned to the Bank the proceeds of each policy of insurance at the date of the Legal Charge or in the future issued in relation to the Properties and the other assets charged by the Legal Charge, subject to reassignment on redemption,

(e) charged to the Bank by way of fixed charge its interests in all landlord's fixtures and fittings from time to time attached to the Properties

Note, inter alia

First Fixed Security

1 The fixed security created by the Legal Charge shall constitute first ranking fixed security


(see continuation sheet)

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<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b> 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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	

<b>8</b>	<b>Delivery of instrument</b> 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 866)  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 870) 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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<b>9</b>	<b>Signature</b> Please sign the form here  Signature X  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 **Katie Hillier**

Company name **K&L Gates LLP**

Address **110 Cannon Street**

Post town **London**

County/Region

Postcode **E C 4 N 6 A R**

Country

DX **58/Chancery Lane**

Telephone **020 7360 8230**

### 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)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Restrictions on Dealing

2 The Borrower shall not without the prior written consent of the Bank do any of the following  
(a) (except in favour of the Bank) create or permit to arise or continue any Encumbrance affecting its interests in the Charged Property at the date of the Legal Charge and in the future nor increase nor extend any liability of the Borrower secured on any of the Charged Property at the date of the Legal Charge and in the future,  
(b) save as permitted by the Facility Letter, dispose of any of the Charged Property, or  
(c) save as permitted by the Facility Letter, enter into any onerous or restrictive obligations affecting the Property or any part of it

In these particulars, the following defined terms are used

"Assignment of Rental Income" means the assignment of rental income dated 20 January 2011 executed by the Borrower and the Bank,

"Charged Property" means the Properties and the assets and undertaking, charged and/or assigned by the Borrower to the Bank by clause 3 of the Legal Charge,

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention or affording such person a right of set-off or lien),

"Facility Letter" means the facility letter dated 26 April 2007 from the Bank and accepted by the Borrower on 2 May 2007 and as supplemented by a letter dated 28 January 2008 and an amendment agreement dated 10 December 2008, and

"Properties" and "Property" means 144 High Street, Stockton-on-Tees TS18 1LX as the same is registered at the Land Registry with title number TES23740



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

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

COMPANY NO. 5828668  
CHARGE NO. 22

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 20  
JANUARY 2011 AND CREATED BY WELLBARK PROPERTY  
UNLIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
25 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JANUARY  
2011

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Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES