

MG01

Particulars of a mortgage or charge

086089 / 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**  
You cannot use this form for  
particulars of a charge for  
company. To do this, please  
form MG01s

SATURDAY



A19

\*A25QX6F4\*

06/04/2013

#297

COMPANIES HOUSE

**1 Company details**

Company number 0 6 6 6 1 8 4 5

Company name in full BB Property Ventures Limited (the "Company")

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 Date of creation of charge**

Date of creation d2 d7 m0 m3 y2 y0 y1 y3

**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 made between the Company (1) and the Lender (2) (the "Legal Charge")

**4 Amount secured**

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

Amount secured

1 1 1 all monies and discharge all obligations and  
liabilities whether actual or contingent now or at  
any time due, owing or incurred to the Lender under  
the Facilities as defined in the Facility Agreement  
by the Company when the same are due for payment,  
and

1 1 2 all costs and expenses (including legal) together  
with VAT as incurred by the Lender or any Receiver  
in relation to the Company, the Legal Charge or the  
Charged Property including all expenses incurred in  
preparing, registering, perfecting, defending or  
enforcing the Legal Charge or the security created  
by the Legal Charge, in defending and in obtaining

(please see continuation sheet)

**Continuation page**

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

## MG01 - continuation page

### Particulars of a mortgage or charge

4

#### Amount secured

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

Amount secured

advice on any matter relating to the Legal Charge or the Charged Property (including all costs and expenses payable to the Lender or any Receiver under any other Clause of the Legal Charge) in all cases on a full indemnity basis

(the "Secured Obligations")

MG01

## 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

Continuation page

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

Name	Burton Property Ventures Limited ✓
Address	Graham House, 7 Wyllyotts Place, Potters Bar, Hertfordshire (the "Lender")
Postcode	E N 6 2 J D
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

**1 Property and assets mortgaged or charged by this Deed**

1 1 The Company grants the mortgages and charges set out in Clause 3 of the Legal Charge with full title guarantee and to the intent that the securities created by the Legal Charge shall rank as continuing securities for the Secured Obligations

1 2 The Company charged to the Lender by way of legal mortgage the Property

1 3 The Company charged to the Lender by way of fixed charge all of its present and future right, title and interest in the Insurances and all claims and rights to returns of premium in respect thereof

1 4 The Company charged by way of fixed charge, all rights and claims of the Company against all lessees, licensees, occupiers of the Property and all guarantees and sureties for the obligations of such persons, and under all building contracts or all professional appointments entered into from time to time in relation to the Property or its development

1 5 On the repayment and discharge of the Secured Obligations secured by the Legal Charge the Lender will, at the request and expense of the Company, release its mortgage and charge over the Property and all assets charged by fixed or floating charge under Clauses 3 3 and 3 4 of the Legal Charge

1 6 Each of the mortgages or fixed charges created by Clauses 3 2 - 3 4 of the Legal Charge are to be construed as separate and individual charges as if each right and asset referred to were separately mortgaged or charged by fixed charge in its own independent clause such that if any individual right or asset is, as a matter of law, charged by only a floating charge this will not prejudice the mortgage or fixed charge security over any other rights or assets mentioned in the same clause, sub-clause or paragraph

**2 Covenants**

The Company covenants with and undertakes to the Lender as follows

## MG01 - continuation page

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

2.1 Negative pledge and restrictions on disposals

Except as permitted by the Facility Agreement:

- 2 1 1 to create or permit to arise or subsist any Security Interest in favour of anyone other than the Lender on the whole or any part of the Charged Property without the Requisite Consent, or
- 2 1 2 to sell, assign, lease, lend or otherwise dispose of or part with possession of or surrender any interest in the Charged Property or attempt or agree to do so without the Requisite Consent (save that this restriction will not apply to the Charged Property if the disposal is made in the ordinary course of the Company's business and for full value)

# MG01 - continuation page

## 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

<b>Business Day</b>	a day (excluding a Saturday or Sunday) on which banks in general are open for business in London
<b>Charged Property</b>	all the undertaking, property, assets and rights mortgaged, assigned or charged under the Legal Charge and shall include any part of or interest in them
<b>Environmental Claim</b>	has the meaning given to such expression in Clause 6 8 2 of the Legal Charge
<b>Environmental Matters</b>	has the meaning given to such expression in Clause 6 8 1 of the Legal Charge
<b>Facility Agreement</b>	means the facility agreement dated 5 November 2012 between the Lender and the Company as amended from time to time
<b>Hazardous Materials</b>	chemicals, pollutants, contaminants, wastes, petroleum, petroleum products, dangerous hazardous or toxic substances and materials including in particular but without limitation the substances prescribed in Schedules 4, 5 and 6 of the Environmental Protection (Prescribed Processes and Substances) Regulations 1991
<b>Insurances</b>	all contracts and policies of insurance taken out by or on behalf of the Company in relation to the Charged Property (or its interest in it)
<b>Insured Risks</b>	fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, environmental risks, aircraft and other aerial devices or articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes and damage by or resulting from vehicular impact and such other risks as the Lender shall from time to time approve or reasonably require including demolition and site clearance costs and expenses, architects, surveyors and other professional fees and all other incidental costs and expenses and loss of rents payable by the tenants or other occupiers of the Property for such period as the Lender shall from time to time reasonably require
<b>Licences</b>	any licence necessary or desirable to conduct any activity carried on or reasonably likely to be carried on at the Property
<b>Planning Acts</b>	the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substance) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them
<b>Property</b>	Manor House Inn, Portsmouth Road, Bursledon, Southampton SO31 8EW (Land Registry Title No HP605146)
<b>Receiver</b>	a receiver or receiver and manager appointed by the Lender in respect of the Charged Property under the Legal Charge or pursuant to statute and includes joint receivers

P

# MG01 - continuation page

## 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

#### Requisite Consent

the previous consent in writing of the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent)

#### Security Interest

any mortgage, assignment, lien, charge, hypothecation, pledge, conditional sale, or other title retention agreement, trust arrangement or any other agreement or arrangement the economic or commercial effect of which is equivalent or similar to the creation of security or any other security interest whatsoever but shall not include any of the same arising solely by operation of law in the ordinary course of day to day trading

# MG01

## 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 CEO X

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

# MG01

## 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 UPXH/UKJA

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 London - Chancery Lane

Telephone +44 (0)207 300 7000



### 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)





**FILE COPY**

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

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

**COMPANY NO. 6661845  
CHARGE NO. 24**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27  
MARCH 2013 AND CREATED BY BB PROPERTY VENTURES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO BURTON PROPERTY VENTURES  
LIMITED 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 6 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013

DX