

# MG01

## Particulars of a mortgage or charge

Oyez  
088809/26

**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  
company. To do this, please use  
form MG01s

WEDNESDAY



A36 \*A165ZZTM\* 04/04/2012 #252  
COMPANIES HOUSE

For official use

### 1 Company details

Company number 00690539

Company name in full Jack Lunn (Properties) Limited (the "Depositor")

#### 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 03/03/2012

### 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 Charge On Cash Deposit dated 30 March 2012 between (1) the Depositor and  
(2) Santander UK Plc (the "Bank") (the "Charge")

### 4 Amount secured

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

Amount secured All monies, obligations and liabilities whatsoever  
whether for principal, interest or otherwise which  
may now or at any time in the future be due, owing  
or incurred by the Depositor to the Group Members  
(or any of them) whether present or future, actual  
or contingent and whether along, severally or  
jointly as principal, guarantor, surety or  
otherwise and all the Depositor's other liabilities  
whatever to the Group Members (or any of them)  
including (without limitation) indebtedness on  
account of money advanced, bills exchanged,  
promissory notes, obligations with respect to  
letters of credit, guarantees indemnities and in  
whatever name or style and whether on any current  
or other account, or in any other manner  
whatsoever, together

(See Continuation)

#### Continuation page

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

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## 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	
Name	Santander UK Plc
Address	2 Triton Square Regent's Place London
Postcode	N W 1 3 A 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	<p>1. Covenant to Pay</p> <p>The Depositor shall and discharge in full all of the Secured Liabilities in the manner provided for in any document creating or evidencing the Secured Liabilities and/or as otherwise agreed from time to time</p> <p>2 Charge</p> <p>2.1 First Fixed Charge</p> <p>Under the Charge, in consideration of the Bank or any Group Member making available, or continuing to make available, banking facilities or any other banking accommodation whatsoever to the Depositor, the Depositor with full title guarantee hereby charges the Deposit by way of first fixed charge in favour of the Bank (as security trustee for the Group Members) as continuing security for the repayment and satisfaction on demand of all Secured Liabilities</p> <p>2.2 Not to withdraw Deposit without consent</p> <p>So long as the Depositor has any actual or contingent liability to the Bank or any Group Member in respect of the Secured Liabilities, the Depositor shall not be entitled, except with the prior written consent of the Bank, to withdraw the whole or any part of the Deposit</p> <p>2.3 Continuing Security</p> <p>The charge created by the Charge shall:</p> <p>2.3.1 be a continuing security notwithstanding any intermediate payment or settlement of account,</p> <p>2.3.2 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Depositor in respect of any</p> <p>(See Continuation)</p>
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## Particulars of a mortgage or charge

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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 *Gordon Up* 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  
PS/DDO/SAN207/51

Company name  
Gordons LLP

Address  
Riverside West

Whitehall Road

Leeds

Post town

Country/Region

Postcode  
LS1 4AW

Country

DX  
DX 729680 - LEEDS 68

Telephone  
0113 227 0100



### 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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Particulars of a mortgage or charge



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## Amount secured

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

Amount secured

with interest, commission, fees and legal and other costs, charges and expenses (on a full indemnity basis) charged or incurred by the Group Members (or any of them) and including those arising from the Group Members (or any of them) perfecting or enforcing (or attempting to enforce) the Charge or any other security (and its rights thereunder) held by the Group Members (or any of them) from time to time. ("**Secured Liabilities**")

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Particulars of a mortgage or charge



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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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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

Secured Liabilities nor by any legal limitation or lack of any borrowing powers of the Depositor in any matter in respect of any Secured Liabilities or by any other fact or circumstance (whether known or not to the Depositor or the Bank) as a result of which any Secured Liabilities may be rendered illegal, void or unenforceable by the Bank or the Group Members,

2 3 3 remain binding on the Depositor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Bank (or the Group Members) or the assets of the Bank (or the Group Members) and for this purpose the Charge and all rights conferred on the Bank (or the Group Members) under the Charge may be assigned or transferred by the Bank (or the Group Members) accordingly, and

2 3 4 be additional and without prejudice to any other security which the Bank or the Group Companies may hold from time to time

### 3. Representation and Warranty

The Depositor represents and warrants that it is the sole and beneficial owner of the Deposit now subject to, or which at any time after the date of the Charge may become subject to, the charge constituted by the Charge and that the rights of the Depositor in respect of the Deposit are free from any mortgage, lien or any other encumbrance or security agreement or security interest of any kind and the Depositor irrevocably and unconditionally undertakes that during the continuing of the security constituted by the Charge it will not, with the exception of the security constituted by the Charge, create, attempt to create, or permit to subsist any such mortgage, lien or any other encumbrance or security agreement or security interest on or over the Deposit or any part of it or permit any lien to arise or affect the whole of any part of the Deposit

### Definitions

**Deposit** means the sum of £17,800 (seventeen thousand eight hundred pounds), which expression shall include any other sum or sums which are from time to time deposited by the Depositor with the Bank (or any Group Member) in account name 'Jack Lunn (Prop ) Limited - Northallerton', account number 01933655, sort code 72-00-00 and whether in the same or in any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited or otherwise, together with all interest accruing from time to time in respect of it or them)

**Group** means Santander UK Plc (registered number 02294747) and its Subsidiaries for the time being

**Group Member** means each member of the Group

**Subsidiary** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006



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

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

**COMPANY NO. 690539  
CHARGE NO. 99**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE ON CASH DEPOSIT  
DATED 30 MARCH 2012 AND CREATED BY JACK LUNN  
(PROPERTIES) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO THE GROUP  
MEMBERS OR ANY OF THEM 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 4 APRIL 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2012**

DX



*Companies House*  
— for the record —



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