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MG01

Particulars of a mortgage or charge



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 reg
particulars of a charge for a Sci
company To do this, please use
form MG01s

WEDNESDAY



A45

06/07/2011

211

COMPANIES HOUSE

1 Company details		 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 *
Company number	0 7 5 0 8 8 9 2	
Company name in full	Reg Roskrow Barton Limited (the "Chargor")	
2 Date of creation of charge		
Date of creation	d 3 0 m 0 6 y 2 0 y 1 1	
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 between the Chargor and the Lender dated 30 June 2011 (the "Deed")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	For details please see continuation page headed "Amount secured"	
		Continuation page Please use a continuation page if you need to enter more details

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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 The Co-operative Bank PLC (the "Lender")

Address PO Box 101, 1 Balloon Street, Manchester

Postcode M 6 0 4 E P

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 The Chargor with full title guarantee charged to the Lender as a continuing security for the payment or discharge of the Secured Liabilities

1 1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use such property including the Mortgaged Property, together with all present and future buildings and fixtures (including trade and tenants fixtures) which are at any time on or attached to the property,

1 2 by way of first fixed charge

1 2 1 all its rights in any policies of insurance relating to the Mortgaged Property, including the proceeds of any claims under such policies, any rent or licence fees and the benefit of any guarantee or security in respect of the rent or licence fees, the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement to the extent not effectively assigned under paragraph 1 3 (below),

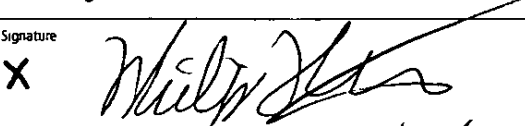
1 2 2 the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Chargor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Mortgaged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, and

1 2 3 all authorisations (statutory or otherwise) held or required in connection with the Chargor's business carried on at the Mortgaged Property or the use of the Mortgaged Property, and all rights in connection with them

For further details please see continuation page 1 headed "short particulars of all the property mortgaged or charged"

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>N/A</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature </p> <p>MEMBER (on behalf of Brodies LLP)</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 FCM DJM COO47 177

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country Scotland

DX ED 10 EDINBURGH

Telephone 0131 228 3777



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 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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(i) The Chargor, as primary obligor and not merely as surety, covenants to the Lender that it will pay, implement, fulfil and discharge the Secured Liabilities to the Lender when the same are due for payment or discharge (whether by acceleration or otherwise)</p> <p>(ii) If the Chargor fails to pay any amount under the Deed when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Lender</p>	

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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	<p>(Continuation Page 1)</p> <p>1 3 Assignment</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Lender</p> <p>1 3 1 all its rights in any policies of insurance relating to the Mortgaged Property, including the proceeds of any claims under such policies,</p> <p>1 3 2 the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement,</p> <p>provided that nothing in this paragraph 1 3 shall constitute the Lender as mortgagee in possession or, save where an Event of Default has occurred and is continuing, prejudice the Chargor's rights under the Facilities Agreement to apply the proceeds of such insurance in reinstatement if and to the extent expressly permitted to do so under the Facilities Agreement</p> <p>NOTE</p> <p>(i) Until the Secured Liabilities have been irrevocably and unconditionally repaid and discharged in full, the Chargor shall not, without the prior consent in writing of the Lender, create or attempt to create or permit to subsist any Security Interest in, over or in any way affecting any of the Mortgaged Property</p> <p>(ii) The Chargor undertakes that it will not without the prior consent in writing of the Lender sell, assign, transfer, discount, factor, pledge, lease, charge or otherwise dispose of the Mortgaged Property or any part thereof, or deal with the same otherwise than in accordance with the Deed</p> <p>(iii) The Chargor undertakes that in the event of the Lender consenting in writing to the Chargor entering into a lease of any part of the Mortgaged Property it will not without the Lender's prior written consent terminate, accept a surrender of or in any way materially vary the terms of such lease nor agree, nor fix any rent on any review under the terms of the lease</p> <p>(iv) The Chargor undertakes with the Lender that, for the duration of the Deed, the Chargor will not do, or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security hereby created</p> <p>DEFINITIONS</p> <p>Unless otherwise defined, capitalised terms used in this Form MG01 shall have the following meanings</p> <p>Assigned Agreement means the agreements detailed at Schedule 1 of the Deed, being the Lease of Easements dated 17 September 2008 between The Cornwall Light & Power Co Limited (1) and Roy Derek Broadbank and Sheila Broadbank (2)</p> <p>Default Rate has the meaning given to it in the Facilities Agreement</p> <p>Event of Default has the meaning given to it in the Facilities Agreement and shall include a breach by the Chargor of any of its obligations or undertakings pursuant to the Deed</p> <p>Facilities Agreement means the term loan facilities agreement entered into between the Chargor and Lender and dated on or around the date of the Deed</p> <p>For further details please see continuation page 2 headed "short particulars of all the property mortgaged or charged "</p>

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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	<p>(Continuation Page 2)</p> <p>Mortgaged Property means ALL THAT leasehold property known as Land lying to the west of Roskrow Barton Farm, Roskrow, St Gluvias, Penryn with Title Number CL237280</p> <p>Secured Liabilities means the aggregate of all moneys and liabilities, whether of principal, interest, charges, commissions, costs (on a full indemnity basis) or otherwise in whatever currency which may now or at any time hereafter be due owing or incurred by the Chargor to the Lender in any manner whatsoever (including without prejudice to the generality of the foregoing under the terms of the Finance Documents) and whether actual or contingent and whether alone or jointly with others, as principal, cautioner, guarantor, surety or otherwise, and in whatever name or style, all costs, charges and expenses of any kind whatsoever including legal and other professional costs and charges incurred by the Lender from time to time in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of the Deed such costs, charges and expenses to be payable in all cases on a full indemnity basis and so that any taxation of the Lender's legal costs, charges and expenses shall be on a solicitor and own client basis</p> <p>Security Interest means any mortgage, legal mortgage, standard security, charge (whether fixed or floating), pledge, lien, assignment in security, assignation, hypothecation, security interest, title retention, right of set-off, right of possession or retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7508892
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30 JUNE
2011 AND CREATED BY REG ROSKROW BARTON LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CO-OPERATIVE BANK PLC 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 6 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JULY 2011

DS



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES