

MG01
Particulars of a mortgage or charge

2285 40 / 325



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 Scottish
company. To do this, please use
form MG01s

WEDNESDAY



A06 "AQFC1T2N"
06/04/2011
COMPANIES HOUSE

5

1 Company details

Company number 0 2 2 0 7 1 3 7
Company name in full Comhome Limited (the "Chargor")

59 For official use

→ **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 d2 d4 m0 m3 y2 y0 y1 y1

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 given by the Chargor in favour of Cornwall & Isles of Scilly
Primary Care Trust (the "Chargee") dated 24 March 2011 (the "Charge").

4 Amount secured

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

Amount secured (A) the Repayment Sum and (B) the costs charges and
Expenses incurred by the Chargee in relation to the
Charge on a full indemnity basis and (C) all
interest payable on the foregoing from the date
repayment falls due under Clause 2 of the Charge
until discharge and (in each case) whether due
owing or incurred actually or contingently (the
"Secured Amount")

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

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 Cornwall & Isles of Scilly Primary Care Trust

Address The Sedgemoor Centre, Priory Road, St Austell

Cornwall

Postcode P L 2 5 5 A S

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 COVENANT TO PAY

1 1 The Chargor has covenanted with the Chargee that the Chargor will pay and discharge to the Chargee the Secured Amount

1 1 1 on the Chargor failing to pay to the Chargee an amount equal to the Repayment Sum and any other amounts due to the Chargee pursuant to the provisions on the Agreement, and/or

1 1 2 if the Chargor commits any breach of any of the covenants or any other provision(s) of the Charge (other than those contained in paragraph 1 1 1 above)

1 2 Provided that and it has been agreed and declared that the Chargee will not call in the Secured Amount or any part thereof or take any steps to enforce the security constituted by the Charge unless and until the Chargor fails to comply with its obligations in paragraph 1 1 above

1 3 If the Chargor fails to repay the Secured Amount when due the Chargor shall pay to the Chargee interest on the Secured Amount to be repaid at the Prescribed Rate calculated from the day the Chargee advises the Chargor of its intention to call in the Secured Amount or any part thereof to the date of payment

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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>2 SECURITY</p> <p>2 1 In consideration of the provision of the Capital Grant allocated to the Property the Chargor with Full Title Guarantee has charged in favour of the Chargee as continuing security for the payment and discharge of the Secured Amount</p> <p>2 1 1 by way of first ranking legal mortgage the Property,</p> <p>2 1 2 by way of first fixed charge all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent,</p> <p>2 1 3 by way of a first fixed charge 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 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</p> <p>2 1 4 by way of first fixed charge all authorisations (statutory or otherwise) held or required in connection with the Chargor's business carried on at the Property or the use of the Property, and all rights in connection with them</p> <p>2 2 The Chargor will promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which the Chargee may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Chargee or any Receiver</p>	
	<p>3 RESTRICTIONS</p> <p>The Chargor shall not without the prior written consent of the Chargee or as expressly permitted under the Agreement</p> <p>3 1 sell, convey assign or transfer the Property or any interest therein or otherwise part with or dispose of the Property or assign or otherwise dispose of any monies payable to the Chargee in relation to the Property or agree to do any of the foregoing and not to create agree to create or permit to subsist any mortgage charge or lien on the whole or any part of the Chargor's interest in the Property other than charges in favour of the</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Chargee,</p> <p>3 2 exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Chargor by common law or by statute or to do any of the foregoing,</p> <p>3 3 part with or share possession or occupation of the Property or any part of it or award any tenancy or licence to occupy the Property to any third party or agree to do any of the foregoing</p> <p>4 DEFINITIONS</p> <p>"Agreement" means the Grant Agreement of even date made between (1) the Chargee and (2) the Chargor and any variation, amendment or extension thereof or supplemental thereto from time to time in force,</p> <p>"Capital Grant" means £40,750 00 as the Capital Grant paid by the Chargee to the Chargor in exercise of its powers under Section 64 of the 1968 Act for the purposes of the Project being the total grant paid in respect of the Property,</p> <p>"Clause 2 of the Charge"</p> <p>1 1 The Chargor has covenanted with the Chargee that the Chargor will pay and discharge to the Chargee the Secured Amount</p> <p>1 1 1 on the Chargor failing to pay to the Chargee an amount equal to the Repayment Sum and any other amounts due to the Chargee pursuant to the provisions on the Agreement, and/or</p> <p>1 1 2 if the Chargor commits any breach of any of the covenants or any other provision(s) of the Charge (other than those contained in clause 1 1 1 above)</p> <p>1 2 Provided that and it has been agreed and declared that the Chargee will not call in the Secured Amount or any part thereof or take any steps to enforce the security constituted by the Charge unless and until the Chargor fails to comply with its obligations in clause 1 1 above</p> <p>1 3 If the Chargor fails to repay the Secured Amount when due the Chargor shall pay to the Chargee interest on the Secured Amount to be repaid at the Prescribed Rate calculated from the day the Chargee advises the Chargor of its intention to call in the Secured Amount or any part thereof to the date of payment,</p> <p>"Expenses" means all interest legal and other costs charges and expenses which the Chargee or any Receiver may charge or incur in relation to the Chargor or the Charge and the preparation negotiation and creation of the Charge and/or in relation to the</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Property and/or breach of any provision of, and the protection realisation or enforcement of the Charge in each case on a full indemnity basis,</p> <p>"Full Title Guarantee" has the same meaning as ascribed by the Law of Property (Miscellaneous Provisions) Act 1994,</p> <p>"Net Sale Proceeds" means the Sale Price of the Property less the Reasonable Costs of Sale,</p> <p>"Prescribed Rate" means 2% per annum above the base lending rate from time to time of HSBC Plc or such other clearing bank as may be agreed between the Chargor and the Chargee,</p> <p>"Project" means the acquisition and maintenance of the properties (including the Property) to provide accommodation for persons with mental illness,</p> <p>"Property" all that <u>freehold land known as 6 Praise Meadow, Penryn</u>, TR10 8DE and registered under title number <u>CL97436</u> at the Land Registry and any part or parts of it and including <u>all rights attached or appurtenant to it</u> and all buildings fixtures fittings plant and machinery from time to time situate on it,</p> <p>"Reasonable Costs of Sale" means the reasonable legal fees, agent's fees and disbursements properly incurred by the Chargor and arising directly from the sale of a Property, including any reasonable costs involved in the repair and/or reinstatement of the Property after vacation thereof in order to make the Property saleable in respect of which the Chargee has provided prior written approval in respect of the planned works and the cost of those works, when exceeding £5000 The Chargor shall produce to the Chargee on request whatever accounts and other information the Chargee may reasonably require to evidence such costs,</p> <p>"Receiver" means a receiver and/or manager or administrative receiver and any substitute for any such person and whether appointed under the Charge or pursuant to any statute or otherwise,</p> <p>"Rent" means all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Chargor in respect of occupation or use of any part of the Property,</p> <p>"Repayment Sum" means the Net Sale Proceeds multiplied by 53.8%,</p> <p>"Sale Price"</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

means the sale price of the Property which shall be the best price possible in the market conditions at that date and approved by the Valuer,

“Valuer”

means an associate or fellow of the Royal Institute of Chartered Surveyors who shall be appointed by agreement between the Chargor and the Chargee

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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

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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 Benn Brittan LLP

X

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

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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 Rhiannon Campbell

Company name Bevan Brittan LLP

Address Kings Orchard

1 Queen Street

Post town

County/Region Bristol

Postcode B S 2 0 H Q

Country

DX

Telephone 0870 1943063



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2207137
CHARGE NO. 59**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 24
MARCH 2011 AND CREATED BY COMHOME LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CORNWALL & ISLES OF SCILLY PRIMARY CARE
TRUST 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
APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES