

MG01

Particulars of a mortgage or charge

115718/13


Companies House
for the record

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 to register
particulars of a charge for a
company. To do this, please use
form MG01s

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23/12/2011

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COMPANIES HOUSE

1	Company details	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 7 7 0 8 6 3 6	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	REG GOONHILLY LIMITED, having its registered office at Unit 2, Station View, Guildford, Surrey GU1 4JY (the "Chargor")	
2	Date of creation of charge	
Date of creation	d 1 d 9 m 1 m 2 y 2 y 0 y 1 y 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 dated 19 December 2011 between the Chargor and the Lender (as defined below) (the "Charge")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	Please see continuation page entitled 'Amount Secured'	Continuation page Please use a continuation page if you need to enter more details

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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

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

Name THE CO-OPERATIVE BANK PLC (registered number 00990937)

Address having its registered office at 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 Please see continuation page entitled 'Short Particulars of all the Property Charged'

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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

N/A

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

M I Street
Member, British U

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 **GXH/MPST/COO47 185**

Company name **BRODIES LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country

DX **ED 10**

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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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>If the Chargor fails to pay any amount under the Charge 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> <p>Capitalised terms appearing in this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto under the heading "DEFINED TERMS" on this continuation page</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>The Chargor with full title guarantee charges to the Lender as a continuing security for the payment or discharge of the Secured Liabilities</p> <p>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,</p> <p>by way of first fixed charge</p> <p>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 Clause 3.3 of the Charge (narrated under the heading 'ASSIGNMENT' of these form MG01 continuation pages),</p> <p>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,</p> <p>and</p> <p>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</p> <p>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>all its rights in any policies of insurance relating to the Mortgaged Property, including the proceeds of any claims under such policies,</p> <p>the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="312 387 1031 416">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 454 1481 616">provided that nothing in Clause 3.3 of the Charge (narrated under this paragraph headed 'ASSIGNMENT' in these form MG01 continuation pages) 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 data-bbox="312 654 560 683">NEGATIVE PLEDGE</p> <p data-bbox="312 721 1497 848">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 data-bbox="312 887 1497 983">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 Charge</p> <p data-bbox="312 1021 1444 1149">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 data-bbox="312 1187 1465 1283">The Chargor undertakes with the Lender that, for the duration of the Charge, 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 created by the Charge</p> <p data-bbox="312 1321 628 1350">FURTHER ASSURANCES</p> <p data-bbox="312 1420 1484 1686">The Chargor shall, at its own expense, take whatever action the Lender requires for creating, perfecting or protecting any security intended to be created by or pursuant to the Charge, facilitating the realisation of the Mortgaged Property, facilitating the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of the Mortgaged Property, or</p> <p data-bbox="312 1724 1501 1821">The action the Lender may require pursuant to Clause 13.1 of the Charge (narrated in the above paragraphs under the heading 'FURTHER ASSURANCES' in these form MG01 continuation pages) includes</p> <p data-bbox="312 1859 679 1888">the re-execution of the Charge,</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

the execution of any legal mortgage, charge, standard security, transfer, conveyance, assignment, assignation or assurance or other fixed security of any property, whether to the Lender or to its nominee, and

the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient

DEFINED TERMS

In this form MG01 and continuation pages the following terms shall have the following meanings
"Assigned Agreements" means the agreements detailed at Schedule 1 of the Charge

"Default" means an Event of Default or any event or circumstance specified in Part 11 of the Schedule (Events of Default) to the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"Default Rate" means the rate calculated in accordance with Clause 8 2 (Default Interest) of the Facilities Agreement

"Event of Default" means any event or circumstance specified as such in Clause 19 (Events of Default) of the Facilities Agreement and Part 11 of the Schedule (Events of Default) to the Facilities Agreement

"Facilities Agreement" means the term loan facilities agreement entered into between the Chargor and the Lender and dated on or around the date of the Charge

"Finance Document" means

1 1 1 the Facilities Agreement,

1 1 2 the Cross Guarantee,

1 1 3 the Security Documents,

1 1 4 the Hedging Documents, and

1 1 5 any other document designated as such by the Lender and the Borrower

"Mortgaged Property" means ALL THAT leasehold land being land at Bonython Farm, Cury Cross Lane, Helston, Cornwall

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<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 Charge 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. 7708636
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 19
DECEMBER 2011 AND CREATED BY REG GOONHILLY LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE 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 23 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES