

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



A09 02/07/2010 160
COMPANIES HOUSE

1 Company details

Company number 0 1 9 4 8 8 3 9

Company name in full Mills Group Limited (Borrower)

41
→ 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 2 5 0 6 2 0 1 0

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 granted by the Borrower in favour of Bank of Scotland plc
(BoS) (Charge)

4 Amount secured

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

Amount secured

4
+
10
All or any money and liabilities which shall from
time to time (and whether on or at the time after
demand) be due, owing or incurred in whatsoever
manner to BoS by the Borrower, whether actually or
contingently, solely or jointly and whether as
principal or surety (or guarantor or cautioner)
including any money or liabilities of the Borrower
to a third party which have been assigned or
novated to or otherwise vested in BoS and including
discount, commission and other lawful charges or
expenses which BoS may in the course of its
business charge or incur in respect of any of those
matters or for keeping the Borrower's account,
together with Interest upon them and Expenses
relating to them (Secured Liabilities)

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 | Bank of Scotland plc | |
| Address | The Mound | |
| | Edinburgh | |
| Postcode | E H 1 1 Y Z | |
| 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 | <p>1 The Borrower with full title guarantee charged to BoS as security for the Secured Liabilities</p> <p>1 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,</p> <p>1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,</p> <p>1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge,</p> <p>1 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,</p> <p>1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge, and</p> <p>1 6 by way of floating charge all unattached plant, machinery, chattels and goods as at the date of the Charge or at any time after the date of the Charge on or used in connection with the Property or the business or undertaking conducted at the Property</p> <p>see continuation sheet</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

Negative Pledge

The Borrower agreed with BoS as follows

1 not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS; and

2. not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of BoS

Continuing Security

1. The Charge shall (subject to the provisions of Condition 14) be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever until the Secured Liabilities have been repaid in full and BoS has no further obligation to make any Loan to the Borrower

2 The Charge shall be in addition and shall not either prejudice or be prejudiced by any other security, guarantee, right or remedy of whatever sort, held by or available to BoS at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by BoS at any time and from time to time releasing, varying or not enforcing any such other right, remedy or security

Further Assurance

The Borrower will, at its own cost and whenever required by BoS, do anything and sign and deliver all such deeds, instruments, notices or other documents of any kind, in such form as BoS may require, in order to enhance or perfect the BoS's security under the Charge, or to preserve the Property or to enable BoS either to enforce the Charge or to exercise any of the powers and rights given by the BoS's Conditions or by law to BoS or the Receiver

Definitions

Conditions mean BoS's Commercial Charge Conditions (2007) and **Condition** means any one of them,

Expense or **Expenses** mean the total of the following

1) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,

11) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under BoS's Conditions and which are either repayable by the Borrower under these Conditions or are incurred in the

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Please give the short particulars of the property mortgaged or charged

Short particulars

exercise by BoS or the Receiver of their powers under these Conditions,

11i) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property,

together with Value Added Tax upon such sums where appropriate.

Interest means any sum of money payable to BoS by way of interest upon the Secured Liabilities

Loan means both

(1) any sum of money lent by BoS to the Borrower, whether by way of a loan or by way of an overdraft, and

(11) any other facility made available or obligation undertaken by BoS to or for the Borrower

Property means the freehold property known as 7, 9 and 11 Earsdon Road, Monkseaton registered at the Land Registry under title number TY318937 charged to BoS by the Charge as security for the repayment of the Secured Liabilities together with any other assets or rights charged by the Charge

Rental Sums means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Borrower pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

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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

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 866).

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 870). 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

Arthur LEP

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 KSM/EF/5958/362

Company name Muckle LLP

Address Time Central

32 Gallowgate

Post town Newcastle upon Tyne

County/Region Tyne and Wear

Postcode N E 1 4 B F

Country United Kingdom

DX 61011 Newcastle

Telephone 0191 211 7777



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. 1948839
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 25 JUNE
2010 AND CREATED BY MILLS GROUP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND 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 2 JULY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2010

Px



Companies House
— for the record —



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