

MG01

Particulars of a mortgage or charge

261584/13



iris
LASERFORM

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

SATURDAY



A20

A18AYKQH

05/05/2012

#160

COMPANIES HOUSE

1

Company details

Company number 0 2 9 9 7 3 7 5

Company name in full Tower Colliery Limited (the "Mortgagor")

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 d0 d2 m0 m5 y2 y0 y1 y2

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

Mortgage of stocks and shares to secure the liabilities of a third party
(the "Mortgage")

4

Amount secured

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

Amount secured

(1) the Customer's Liabilities being
(a) all money and liabilities whether actual or
contingent (including further advances made
after the date of the Mortgage by the Bank)
which now are or at any time hereafter may
be due, owing or incurred from or by
Tower Regeneration Limited (CRN 6995899)
(the Customer) to the Bank anywhere or for
which the Customer may be or become liable
to the Bank in any manner whatsoever
without limitation (and whether alone or
jointly with any other person and (in any
case) in whatever style, name or form and
whether as principal or surety and
notwithstanding that the same may at any
earlier time have been due, owing

(Continued)

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	Lloyds TSB Bank plc (the "Bank")	
Address	25 Gresham Street, London	
Postcode	E C 2 V 7 H N	
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>With full title guarantee by way of separate fixed security each of the items comprised within the Mortgaged Securities as a continuing security for the payment to the Bank of the Secured Obligations</p> <p>"Mortgaged Securities" means</p> <p>(a) all those stocks, shares, certificates of deposit, bills of exchange, depository receipts, bonds, loan capital, debentures, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise) (the "Securities") which (or the certificates of which) are now or may at any time in the future be</p> <p>(i) lodged with or held (in certificated or uncertificated form) by the Bank or its agents on behalf or for the account of the Mortgagor, or</p> <p>(ii) transferred to or registered in the name of the Bank or its nominee(s) on behalf or for the account of the Mortgagor, or</p> <p>(iii) held (whether in certificated or uncertificated form) by any person other than the Mortgagor for or to the order of the Bank or its nominee(s) at the request of or by arrangement with the Mortgagor, or</p> <p>(continued)</p>	

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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 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 *Wood* *Mudawny* 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 Victoria Gleason

Company name Ward Hadaway

Address Sandgate House

102 Quayside

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 3 D X

Country United Kingdom

DX DX 730360 Newcastle upon Tyne 30

Telephone 0191 2044000



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>or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including (without prejudice to the generality of the foregoing)</p> <p>(1) in the case of the death, bankruptcy, mental incapacity, administration, liquidation or dissolution of the Customer all money and liabilities (whether certain or contingent) which would at any time have been owing to the Bank by the Customer if such death or dissolution or mental incapacity had occurred or such bankruptcy, administration or liquidation had commenced on the date of discontinuance and notwithstanding such death, bankruptcy, mental incapacity, administration, liquidation or dissolution, and</p> <p>(11) in the event of the discontinuance of the Mortgage all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Customer on the Bank or its agents and purporting to be dated on or before the date of discontinuance although presented to or paid by the Bank or its agents after the date of discontinuance and all liabilities of the Customer to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Customer,</p> <p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Customer or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and</p> <p>(continued)</p>

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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

(c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by the Customer or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities, together with interest computed as provided in paragraph (b) above on each such sum from the date the same was occurred or fell due; and

2) All other monies and liabilities expressed to be secured under the Mortgage and all other obligations and liabilities of the Mortgagor under the Mortgage,

not exceeding the limit on the amount recoverable specified in the Second Schedule to the Mortgage (if any).

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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

(iv) held in uncertificated form by a member of CREST or any other similar system (including the Mortgagor itself, if a member of CREST or other similar system) where the Bank or its nominee(s) may, to the exclusion of the member of the system, direct the transfer of such Securities,

(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date hereof);

(b) the benefit of all arrangements, agreements, undertakings and accounts under which any person holds any such Securities on behalf of or on trust for the Mortgagor, or has an obligation to deliver or transfer any such Securities to the Mortgagor or to the order of the Mortgagor, and

(c) all the rights and interests of the Mortgagor in such Securities and all allotments, offers, dividends and other distributions, interest, rights, benefits and advantages arising at any time in relation to any such Securities (including all Securities (and the dividends and other distributions or interest thereon), rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, consolidation, sub-division or otherwise to or in respect of such Securities)

The security constituted by the Mortgage shall extend to all beneficial interests of the Mortgagor in each of the items comprised within the Mortgaged Securities and to any proceeds of sale or other realisation thereof or of any part thereof

NOTE

- 1 The Mortgagor shall not without the prior written consent of the Bank
 - (a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with any of the Mortgaged Securities;
 - (b) compound, release, exchange, set-off, discount, factor, or grant time or indulgence in respect of, any debt relating to any of the Mortgaged Securities or any part of the proceeds of any of the Mortgaged Securities or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented;

(Continued)

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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

- (c) allow any other person to become registered as the holder of any of the Mortgaged Securities,
- (d) mortgage, charge or give any security of any kind to a third party over any of the Mortgaged Securities nor allow any such mortgage, charge or security to exist (other than the prior mortgages or charges (if any) described in the first schedule to the Mortgage (the "Prior Mortgage(s)"),
- (e) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 6 1(d) of the Mortgage as referred to at paragraph (d) above, or
- (f) give to any person any option or any other right in relation to any of the Mortgaged Securities

2 Any such consent or consents shall not be deemed to be a waiver of the Mortgage as regards the balance of the Mortgaged Securities following such transfer or other disposition or following the creation of any such security interest

3 The Mortgagor shall:

- (a) not waive, release, relax, determine, surrender, convert or extend any of the Mortgaged Securities nor grant any consent thereunder;
- (c) not do, omit to do or suffer anything whereby any entitlement of the Bank under any provision of the Mortgage may be impeded or its exercise delayed

4 If the Mortgage ranks after any Prior Mortgage(s) the Mortgagor shall not (without obtaining the Bank's prior written consent) increase the principal amount secured by the Prior Mortgage(s) in priority to this Mortgage

5. If the Mortgaged Securities are registered in the name of the Mortgagor, the Mortgagor shall not exercise, or fail to exercise, any right or option in relation to any of the Mortgaged Securities in a way that the Bank considers would lessen the value of the Bank's security



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2997375
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE OF STOCKS AND
SHARES DATED 2 MAY 2012 AND CREATED BY TOWER
COLLIERY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM TOWER REGENERATION LIMITED TO
LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE AND ALL OTHER
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
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 5 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MAY 2012

DX

