In accordance with Section 860 of the Companies Act 2006

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

X What this form is No You cannot use this finanticulars of a charge Scottish company To please use MG01s



28/04/2011 COMPANIES HOUSE

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1	Company details	For official use	
Company number	0 4 7 6 2 7 4 6	→ Filling in this form Please complete in typescript or in bold black capitals	
Company name in full	Grangeford (107) Limited (the "Mortgagor")		
		All fields are mandatory unless specified or indicated by *	
2	Date of creation of charge		
Date of creation	2 6 0 4 2 0 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'	1	
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if	
Amount secured	Please see attached Continuation Page	you need to enter more details	
		!	

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	Mortgagee(s) or person(s) entitled to the charge (if any)	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 i		
lame	Barclays Bank plc (the "Lender")	you need to enter more details		
Address	1 Churchill Place, London			
Postcode	E 1 4 5 H P			
Vame				
Address				
Postcode				
	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 you need to enter more details		
Short particulars	Please see attached Continuation Page			

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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 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature	
	Please sign the form here	
Signature	X PININT MOUNT LLD	
	This form must be signed by a person with an interest in the registration of the charge	

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Presenter information	Important 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	Please note that all information on this form will appear on the public record		
contact information you give will be visible to searchers of the public record	£ How to pay		
Contact name Laura Clegg	A fee of £13 is payable to the Companies House in respect of each mortgage or charge		
Company name Pinsent Masons LLP	Make cheques or postal orders payable to 'Companies House'		
Address 30 Crown Place			
	☑ Where to send		
Post town London	You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below		
County/Region Postcode E C 2 A 4 E S County	For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff		
рх 157620 Broadgate 3			
Telephone 0207 418 7315	For companies registered in Scotland The Registrar of Companies, Companies House		
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	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		
✓ Checklist	The Registrar of Companies, Companies House		
We may return forms completed incorrectly or with information missing	First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS DX 481 N R Belfast 1		
Please make sure you have remembered the following	<i>f</i> Further information		
☐ The company name and number match the information held on the public Register ☐ You have included the original deed with this form	For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquines@companieshouse gov uk		
You have entered the date the charge was created	This form is available in an		
You have supplied the description of the instrument	alternative format Please visit the		
You have given details of the amount secured by the mortgagee or chargee	forms page on the website at www companieshouse gov uk		
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			
₹	1		

In accordance with MG01 — continuation page Section 860 of the Companies Particulars of a mortgage or charge 2006 **Amount secured** Please give us details of the amount secured by the mortgage or charge Amount secured Any liability expressed to be due, owing or payable by the Mortgagor to the Lender on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "Secured Liabilities")

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Companies Act 2006

Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

SECURITY

Pursuant to clause 3.1 of the Legal Mortgage, as a continuing security for payment of the Secured Liabilities the Mortgagor with full title guarantee -

- 1 1 1 charged to the Lender all its right, title and interest from time to time in and to each of the following -
 - (a) by way of first legal mortgage all Land described in Schedule 1 to the Legal Mortgage (*The Property*), Schedule 1 below.
 - (b) by way of first fixed charge -
 - (i) all Land at the date of the Legal Mortgage vested in the Mortgagor (to the extent not effectively charged by clause 3 1 1(a) of the Legal Mortgage, clause 1 1 1(a) above) and all Land it acquires after the date of Legal Mortgage,
 - (II) all Plant and Machinery (to the extent not effectively charged by Clause 3 1 1(a) of the Legal Mortgage, clause 1 1 1(a) above),
 - (III) all Related Rights in respect of the Charged Property, and
- assigned absolutely in favour of the Lender all its right, title and interest from time to time in and to the Insurances and all benefits accruing under the Insurances, subject to a proviso for reassignment on redemption

12 Trust

Pursuant to clause 3.2 of the Legal Mortgage, if or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Mortgagor will hold it on trust for the Lender

2 FURTHER ASSURANCE

2 1 Security

Pursuant to clause 6 1 of the Legal Mortgage, the Mortgagor will not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by clause 7 1 (Negative pledge) of the Facilities Agreement

22 Disposal

Pursuant to clause 6 2 of the Legal Mortgage the Mortgagor will not without the prior written consent of the Lender enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

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voluntary or involuntary) to sell, lease, license, transfer or otherwise dispose of any Charged Property

DEFINITIONS

"Charged Property" means all the property, assets and undertaking of the Mortgagor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Lender by or pursuant to the Legal Mortgage,

"Facilities Agreement" means the term facilities agreement dated on or about the date of the Legal Mortgage made between, among others, the Mortgagor as Borrower and the Lender,

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including trade and tenants' fixtures,

"Insurances" means all contracts and policies of insurance or assurance in force at any time in relation to the Charged Property,

"Land" means any estate, right or interest or over land, whether legal or equitable, and wherever the land is situated, including any buildings and Fixtures on land, and the benefit of any covenants or rights owned to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes, "Land" excludes heritable property situated in Scotland,

"Plant and Machinery" means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties at any time and from time to time in, on or affecting or relating to the Charged Property,

"Related Rights" means in relation to any Charged Property -

- (a) the proceeds of sale of any part of the Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property,
- (c) all rights, title and interest of the Mortgagor as the management company under any lease to which the Charged Property is subject,
- (d) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property, and
- (e) any moneys and proceeds paid or payable in respect of the Charged Property, and
- "Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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2006

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

THE PROPERTY

Address	Tenure	Title Number
Pentowan Gardens, Loggans Road, Hayle, Cornwall TR27 45AZ	Freehold	CL139163 and CL216200



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4762746 CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 26 APRIL 2011 AND CREATED BY GRANGEFORD (107) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 28 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MAY 2011



