

MG01

Particulars of a mortgage or charge

1395/13

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

TUESDAY



A05 12/06/2012 #3

COMPANIES HOUSE

115104

→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 7 5 8 2 6 6 3

Company name in full TGHC Limited

2 Date of creation of charge

Date of creation 2 9 0 5 2 0 1 2

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 A supplemental legal mortgage (the "Supplemental Mortgage") dated 2012
and granted by (1) the Chargor in favour of (2) Santander UK Plc as security trustee for
and on behalf of the Secured Parties (the "Security Trustee"), supplemental to a
debenture dated 6 July 2011 made between the Chargor and the Security Trustee (the
"Debenture")

4 Amount secured

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

Amount secured As specified in the continuation page to this form

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

Name	Santander UK Plc
Address	2 Triton Square, Regents Place, London
Postcode	N W 1 3 A N

Name	
Address	
Postcode	

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

As specified in the continuation page to this form

Continuation page

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

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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

TGHC LTD

For and on behalf of TGHC Limited

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 Nicola Aylwin

Company name TGHC Ltd

Post town

County/Region

Postcode

Country England

DX 161040 MAIDSTONE (COXHEATH)

Telephone 01622 742775

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 NR 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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Amount secured

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Secured Parties under the Finance Documents (including the Debenture, the Supplemental Mortgage and any other Mortgage), whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Security Trustee in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities (the **"Secured Obligations"**)

Capitalised terms are defined in the Appendix to this form

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Short particulars

Short particulars of all the property mortgaged or charged

1 FIXED SECURITY

The Chargor has charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property

2 NEGATIVE PLEDGE

2.1 During the Security Period, the Chargor shall not

2.1.1 create, extend or permit to subsist any Security over any of the Secured Assets, nor

2.1.2 (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets, (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets, (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (d) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (e) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in this paragraph 2.1 and clause 5.1 of the Debenture

2.2 Exceptions

2.2.1 Paragraph 2.1 and clause 5.1 (*Negative pledge*) of the Debenture do not apply to (a) the Security created or required to be created pursuant to the Supplemental Mortgage or any Mortgage, nor (b) the Permitted Security, nor (c) any Security, arrangement or transaction to which the Security Trustee has given its written consent

2.2.2 Paragraph 2.1.2 and clause 5.1.2 of the Debenture do not apply to Floating Charge Assets, which are not also Fixed Charge Assets, and which are being dealt with at arms length in the ordinary course of business

3 POWER OF ATTORNEY

3.1 The Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated for the purpose by the Security Trustee or the Receiver (in writing, under hand, signed by an officer of the Security Trustee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in paragraph 3.2 and clause 13.2 of the Debenture

3.2 The power of attorney granted in paragraph 3.1 and clause 3.1 of the Debenture allows the Security Trustee, the Receiver or the relevant nominee, in the name of the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under this Deed and each Mortgage and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under this Deed or any Mortgage or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Trustee or the Receiver under, or otherwise

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for the purposes of, this Deed or any Mortgage for the purposes of, the Supplemental Mortgage or any Mortgage

- 3 3 The Chargor covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this paragraph 3 and clause 13 of the Debenture

4 **INTERPRETATION**

- 4 1 The Supplemental Mortgage is supplemental to the Debenture. The terms of the Debenture (other than clause 3 (*Security*) of the Debenture) shall be deemed to be incorporated into the Supplemental Mortgage, as if references to those clauses to the Debenture are references to the Supplemental Mortgage and as if all reference to Secured Assets are references to the assets of the Chargor from time to time charged in favour of or assigned to the Security Trustee pursuant to the Supplemental Mortgage and as if all references to the Debenture are references to the Supplemental Mortgage

Capitalised terms are defined in the Appendix to this form

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SCHEDULE (*Details of Mortgaged Property*)

The Leasehold property known as the airspace above the roof of the Freehold property known as 49 Commercial Road, Talywain, Pontypool, NP4 7HT (title number CYM219712) as more particularly defined in a Lease dated 29th May 2012 made between the Chargor and David Jenkins and Lisa Jenkins

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APPENDIX

"Collateral Warranties" has the meaning ascribed to such term in the Facility Agreement

"Compliance Certificate" means a certificate as to compliance with certain provisions of this agreement, in form and substance satisfactory to the Security Trustee

"Discharge Date" means the date with effect from which the Security Trustee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Security Trustee cancelled

"Drawdown Request" means, in respect of any proposed Loan, a notice, substantially in the form set out in Schedule 3 (*Form of Drawdown Request*) to the Facility Agreement, by which the Chargor requests the Loan

"Facility Agreement" means a loan agreement dated 6 July 2011 and made between the Chargor and the Security Trustee

"Finance Documents" means the Facility Agreement, the Collateral Warranties, each Compliance Certificate, each Drawdown Request, each Transaction Security Document, the Subordination Deed, any Hedging Agreement and each other document designated as a **"Finance Document"** by the Security Trustee and the Chargor

"Fixed Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to Clause 3.1 (*Fixed charges*) or clause 3.2 (*Assignments by way of Security*) of the Debenture

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture

"Hedging Agreement" has the meaning ascribed to such term in the Facility Agreement

"Loan" means a Term Loan

"Mortgage" means a mortgage or charge in respect of the Property substantially in the form of Schedule 9 to the Debenture

"Mortgaged Property" means the real property specified in the Schedule (*Details of Mortgaged Property*), and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights

"Permitted Security" means

- (a) any security arising under any Finance Document,
- (b) any lien or right of set-off arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor, or
- (c) any security arising under any conditional sale, hire purchase or retention of title arrangement or any arrangement having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor,

provided that in the case of (b) and (c) in relation to the Chargor such security is released within 35 days of the date of its creation

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"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Debenture, the Supplemental Mortgage or any Mortgage in respect of the Chargor or in respect of the Secured Assets of the Chargor.

"Related Rights" means, in relation to the Mortgaged Property, the proceeds of sale of any part of the Mortgaged Property, all rights under any licence, agreement for sale or agreement for lease in respect of the Mortgaged Property, all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Mortgaged Property, and any moneys and proceeds paid or payable in respect of the Mortgaged Property.

"Secured Assets" means the assets the subject of any Security created by the Debenture, the Supplemental Mortgage and any Mortgage.

"Secured Parties" means Santander UK Plc (in each of its capacities, including but not limited to its capacity as Security Trustee and Hedging Counterparty) and each of its subsidiaries from time to time.

"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date.

"Subordination Deed" has the meaning ascribed to such term in the Facility Agreement.

"Term Facility" means the term loan facility made available under clause 2 (*The Facilities*) of the Facility Agreement.

"Term Loan" means a loan made or to be made under the Term Facility or, as the context requires, the principal amount outstanding in respect of such a loan at the relevant time.

"Transaction Security Documents" means each of the documents listed in paragraphs 2.1.2 to 2.1.5 (inclusive) and paragraph 3 of Part 1 of Schedule 2 (*Initial Conditions Precedent*) to the Facility Agreement, each Mortgage (as defined in the Debenture) and each other document pursuant to which a guarantee is (or is expressed to be) granted, and/or security is (or is expressed to be) created, in favour of the Security Trustee in respect of any obligations of the Chargor under any Finance Document and each supplemental mortgage issued pursuant to the Debenture.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 7582663
CHARGE NO. 1504

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 29 MAY 2012 AND CREATED BY TGHC
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE SECURED PARTIES 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 12 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES