

130840 / £10
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 for particulars of a charge in England and Wales or Northern Ireland. To do this, please use form MG01s

THURSDAY



A46 07/07/2011 278
COMPANIES HOUSE

1	Company details	For official use
Company number	0 7 6 3 7 3 3 8	→ Filing 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	Full & C Wood Limited ("Borrower")	
2	Date of creation of charge	
Date of creation	d 3 0 m 0 6 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	Debenture	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Facility Agreement or the Debenture together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (the "Secured Liabilities")</p> <p>Definitions</p> <p>"Facility Agreement" the facility agreement dated the same date as the Debenture between the Borrower and the Lender for the provision of loan facilities secured by the Debenture</p> <p>Cont'd</p>	

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

MG01**Particulars of a mortgage or charge****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 Timothy Giles Savile Wood (the "Lender")

Address The Barn, Hall Farm, Newton on Derwent
York

Postcode Y O 4 1 4 D B

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

1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower has with full title guarantee

(a) charged to the Lender, by way of first legal mortgage, all Properties,

(b) charged to the Lender, by way of first fixed charge

(i) all Properties acquired by the Borrower in the future,

(ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of clause 3 of the Debenture in or over freehold or leasehold property,

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

(iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,

(v) all present and future goodwill and uncalled capital for the time being of the Borrower, and

(vi) all Equipment, and

(c) charged to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1(a) and clause 3 1(b) of the Debenture

Cont'd

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Particulars of a mortgage or charge

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X



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 discrepancy 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 Richard Frogson

Company name Rollits LLP

Address Rowntree Wharf

Navigation Road

Post town York

County/Region North Yorkshire

Postcode Y O 1 9 W E

Country England

DX 61534

Telephone 01904 625790



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 mortgage 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 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 9F
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 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

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Amount secured

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

Amount secured

Definitions (continued):

"Properties": all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest and **Property** means any of them

"Receiver": a receiver and/or manager of any or all of the Charged Property appointed under the terms of the Debenture

"Equipment": all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions

"Charged Property": all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property include references to any part of it)

"Encumbrance": any mortgage, charge (whether fixed or floating, or legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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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

Receiver

At any time after the security constituted by the Debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property

Negative Pledge

The Borrower shall not at any time, except with the prior written consent of the Lender

(a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrances created by the Debenture, or

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under the Debenture, or

(c) create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7637338
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JUNE 2011
AND CREATED BY A & C WOOD LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
TIMOTHY GILES SAVILE WOOD 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 7 JULY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JULY 2011



Companies House
— for the record —



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