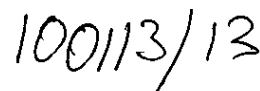


**MR01**  
Particulars of a charge




**You can use the WebFit**  
Please go to [www.compass.com](http://www.compass.com)

**X What this form is NOT for**  
You may not use this form to register a charge where the instrument is not a security. Use form MRC-1 for that purpose.



A07 08/05/2013 #40  
COMPANIES HOUSE

 You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

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 \*

Charge creation date	d	d	m	m	y	y	y	y
	2	2	0	4	2	0	1	3

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name \_\_\_\_\_

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

**MR01**  
Particulars of a charge

<b>4</b>	<b>Description</b>	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	<p>(1) The leasehold property known as the airspace above the roof of 39 Cameron Close, Tiverton, Devon, EX16 5DB granted to the Chargor by a lease dated 22nd April 2013 between Lynn Aitchison (1) and the Chargor (2) ("Mortgaged Property"), and</p> <p>(2) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and</p> <p>(3) the proceeds of sale of any part of the Mortgaged Property, and</p> <p>(4) all rights under any licence, agreement for sale or agreement for lease in respect of the Mortgaged Property, and</p> <p>(5) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Mortgaged Property, and</p> <p>(6) any moneys and proceeds paid or payable in respect of the Mortgaged Property.</p>		
<b>5</b>	<b>Fixed charge or fixed security</b>	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	

**MR01**  
Particulars of a charge

**8**

**Trustee statement <sup>①</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

**①** This statement may be filed after the registration of the charge (use form MR06)

**9**

**Signature**

Please sign the form here

Signature

Signature

X

*L. M. Smith*

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
Kirren Mann

Company name  
Anesco Limited

Address  
The Green, Easter Park, Benyon Road

Post town  
Reading

County/Region  
Berkshire

Postcode  
R G 7 2 P Q

Country

DX

Telephone  
01189 702561



### 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7821409

Charge code: 0782 1409 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2013 and created by ANESCO MID DEVON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2013.

P

Given at Companies House, Cardiff on 14th May 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 22nd April 2013

ANESCO MID DEVON LIMITED  
AS CHARGOR

AND

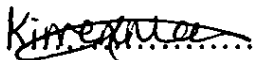
LOMBARD NORTH CENTRAL PLC  
AS LENDER

---

MORTGAGE

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Certified true, complete and  
correct copy of the original

........

KIRREN MANN (KIRRONDEEP)  
SOLICITOR  
ANESCO LTD

07/05/2013

**THIS DEED** is dated 22nd April 2013

**BETWEEN:**

- (1) **ANESCO MID DEVON LIMITED**, a company incorporated in England and Wales with company number 07821409 (the "**Chargor**"); and
- (2) **LOMBARD NORTH CENTRAL PLC** (the "**Lender**").

(A) **BACKGROUND:**

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

1. **DEFINITIONS**

In this Deed:

**"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.

**"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.

2. **INTERPRETATION**

In this Deed:

any reference to the "**Lender**" or the "**Chargor**" shall be construed so as to include its and any subsequent successors and any transferees in accordance with their respective interests;

references in this Deed to any clause or Schedule shall be to a clause or schedule contained in this Deed; and

this is Deed is supplemental to the debenture dated 11 July 2012 and made between the Chargor and the Lender (the "**Debenture**"). The terms of the

Debenture (other than **clause 3 (Security)**) shall be deemed to be incorporated into this Deed, as if references to those clauses to the Debenture are references to this Deed 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 Lender pursuant to this Deed and as if all references to the Debenture are references to this Deed.

**3. FIXED SECURITY**

The Chargor hereby charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

**4. APPLICATION TO LAND REGISTRY**

4.1.1 The Chargor will procure that Anesco Limited (or such other replacement) on its behalf facilitates the registration of this Deed and applies to the Land Registry on its behalf to enter on the register against the title number of or to be allocated to the Mortgaged Property a restriction in the following terms:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Lombard North Central Plc (registered company 00337004) of 3 Princess Way, Redhill RH1 1NP, or signed by Lombard North Central Plc's behalf by its authorised signatory."*

4.1.2 The Chargor shall procure that Anesco Limited (or such other replacement) submits on its behalf the relevant applications no later than the date of submission of the initial application for registration of the Security created by this Deed (or, in the case of Land Registry form CH2, where applicable, promptly following its later receipt of such form duly completed by the Lender), and pay all fees, costs and expenses incurred in connection with the applications.

4.1.3 The Lender, in its absolute discretion, may make any of the applications referred to in this clause 4 in place of the Chargor or Anesco Limited (or such other replacement) on the Chargor's behalf. In such a case, the Chargor consents to the entry of the relevant restriction and will pay all fees, costs and expenses incurred in connection with the application.

**5 RELEASE OF SECURITY**

**5.1 Redemption of Security**

The Lender shall, at the request and cost of the Borrower except for in the case of clause 5.1.1, which shall be at the cost of the Lender, release and cancel the security (either in whole or in part) constituted by this Deed subject to clause 5.2 (Avoidance of Payments) and without recourse to, or any representation or warranty by, the Lender or any of its nominees upon the occurrence of the following:

5.1.1 the Secured Obligations being discharged in full and the Lender having no further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, in which case the



security constituted by this Deed shall be released and cancelled in whole;

5.1.2 the relevant customer exercises its System buy back rights pursuant to the Customer Lease Agreement, provided that the Lender is satisfied that a prepayment of the relevant Loan attributable to such Real Property will be made in full in accordance with Clause 7.7.4 of the Facility Agreement, in which case the security constituted by this Deed over such Real Property will be released and cancelled; and

5.1.3 the repossession of any interest in any Real Property in accordance with the terms of the relevant lease, in which case the security constituted by this Deed over such Real Property will be released and cancelled provided that the Lender receives satisfactory evidence that such repossession is to occur and the release of such security is required by the relevant mortgagee as part of such repossession

## **5.2 Avoidance of Payments**

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

## **6. THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## **7. GOVERNING LAW**

This Deed and any non contractual obligations arising out of or in connection with it are governed by English law.

## **8. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing any such counterpart.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

## **Schedule**

### **Details of Mortgaged Property**

The Leasehold property known as airspace above the roof of 39 Cameron Close, Tiverton, Devon, EX16 5DB granted to the Chargor by a lease dated [22<sup>nd</sup> ] between Lynn Aitchison (1) and the Chargor (2).

April  
2013

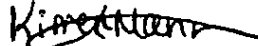
## EXECUTION

### The Chargor

Executed as a deed by  
**ANESCO MID DEVON LIMITED,**  
by one director in the  
presence of:

)  
)  
)  
)



Witness signature: 

Witness Name: **KIRREEN MANN**

Witness Address: **28 FARNBURN  
AVENUE, SLOUGH,  
BERKSHIRE, SL1 4XT**

Witness Occupation: **SOLICITOR**

### Communications to be delivered to:

Address: 100 Brompton Road  
London  
SW3 1ER

Fax number: 020 7947 3449


Attention: Lee Moscovitch

### The Lender

Executed as a deed by  
**LOMBARD NORTH CENTRAL PLC,**  
by its duly authorised attorney in the  
presence of:

)  
)  
)  
)



Witness signature: 

Witness Name: **ALLEN D NOAD**

Witness Address: **62 REDD DRIVE  
REDBRICK  
SURREY RH1 6TB**

Witness Occupation: **LOMBARD EMPLOYEE**

### Communications to be delivered to:

Address: 3 Princess Way  
Red hill  
Surrey  
RH1 1NP

Fax number: 01737 776603

Attention: Allen Noad