

MG01

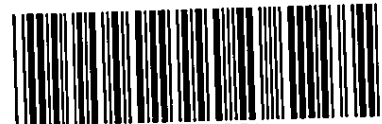
Particulars of a mortgage or charge

Companies House
for the record

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.



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02/12/2009

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COMPANIES HOUSE

1 Company details

Company number 05189426

Company name in full
PLYMOUTH COLLEGE AND ST DUNSTON'S ABBEY
SCHOOLS CHARITY

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 30/11/2009

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 Deed (the "Mortgage")

4 Amount secured

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

Amount secured

1) All money and liabilities whether actual or contingent (including
further advances made after the date of the Mortgage by the Bank
and secured directly or indirectly by the Mortgage) which then were or
at any time thereafter might be due owing or incurred from or by the
Mortgagor to the Bank anywhere or for which the Mortgagor might be
or become liable to the Bank in any manner whatsoever without
limitation (and whether alone or jointly with any other person and 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 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); and

Continued:

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

Lloyds TSB Bank plc

Address

Leeds Securities Centre, Dept; PO Box 5,
6/7 Park Row, Leeds

Postcode

L S 1 5 L 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

(a) By way of legal mortgage with full title guarantee, the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (the "Mortgaged Property") and references to the "Mortgaged Property" include references to any part of it as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage) subject to the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage (the "Prior Mortgage(s)") and to the principal money, interest and other money thereby secured;

(b) By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations;

Continued

MG01

Particulars of a mortgage or charge

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 866).

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 also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

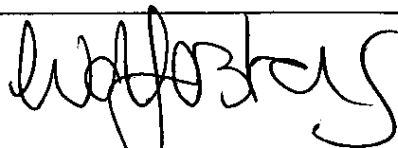
Signature

Please sign the form here.

Signature

Signature

X



X

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

MG01

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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

MG01 - continuation page

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>(2) 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 Mortgagor 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>(3) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage (including any acts necessary to release from the security of the Mortgage the Mortgaged Property together with all other assets, rights and properties, assigned, mortgage or charged under or pursuant to the Mortgage (the "Mortgaged Assets")) or in enforcing the security thereby created on a full and unqualified indemnity basis; and</p> <p>(4) Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank.</p>	

MG01 - continuation page

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	<p>(c) (i) By way of assignment with full title guarantee, the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property;</p> <p>(ii) By way of an agreement to assign, the benefit of all such guarantees or covenants by any such surety or sureties of any of the lessee's obligations under any such lease or underlease thereafter granted.</p> <p>(d) Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property:</p> <p>(i) by way of fixed charge with full title guarantee, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Shares");</p> <p>(ii) subject to the rights of the holder(s) for the time being of any Prior Mortgage(s), the Mortgagor shall (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank.</p> <p>(e) By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property.</p> <p>By clause 5 of the Mortgage the Mortgagor may not without the prior consent in writing of the Bank:</p> <p>(a) sell, assign, licence, sub-let or otherwise dispose of or deal in any other way with the Mortgaged Assets (as defined in the Mortgage);</p> <p>(b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets, or over all or any part of the furniture, stock, goods, movable plant, machinery, implements, utensils and equipment from time to time placed on or used in or about (but not forming part of) the Mortgaged Property; or</p> <p>(ii) 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 (b) (i) above.</p> <p>SCHEDULE</p> <p>The Freehold/Leasehold property known as or being THE BUNGALOW, GOLF PARK ROAD, MURLEY, PLYMOUTH, DEVON, PL4 6RB including the entirety of the property comprised in the document(s) particulars of which are set out below:</p> <p>Description (Conveyance, Lease, Assignment, Assent, etc) Date Parties</p> <p>Land Certificate(s) Title No.(s) Administrative Area</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5189426
CHARGE NO. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 30
NOVEMBER 2009 AND CREATED BY PLYMOUTH COLLEGE
AND ST DUNSTAN'S ABBEY SCHOOLS CHARITY FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 2 DECEMBER
2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 DECEMBER
2009**



Companies House
— for the record —

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