

# MR01

## Particulars of a charge



Companies House



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A fee is be payable  
Please see 'How to pay'

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge when the charge  
instrument. Use form MR02.

FRIDAY



A17 \*A776NOFM\* #143  
01/06/2018  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 1 1 6 0 4 6 0 ✓

Company name in full

WHEAL MARTYN TRUST ✓

For official use  
0002

#### → Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 2 5 m 0 5 y 2 0 y 1 8 ✓

### 3 Names of persons, security agents or trustees entitled to the charge

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

Name THE TRUSTEES OF THE NATIONAL HERITAGE ✓

MEMORIAL FUND

Name

Name

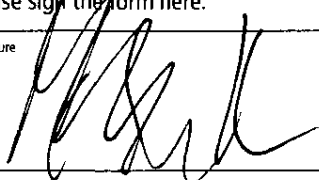
Name

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

4	<b>Brief description</b>	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space
✓	LEASEHOLD PROPERTY REGISTERED WITH HM LAND REGISTRY UNDER TITLE NUMBER CL199917 BEING WHEAL MARTYN MUSEUM, CARTHEW, ST AUSTELL, CORNWALL.	
5	<b>Other charge or fixed security</b>	
✓	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	<b>Floating charge</b>	
✓	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> Yes	
7	<b>Negative Pledge</b>	
✓	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	<b>Trustee statement <sup>①</sup></b>	
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.  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)	
9	<b>Signature</b>	
Signature	Please sign the form here.  <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div>  <div style="margin-left: 10px;">X</div> </div> This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **MATTHEW BOYER**

Company name **MATTHEW BOYER**

**SOLICITORS**

Address **APPLETREE BARN**

**CHAGFORD**

Post town **NEWTON ABBOT**

County/Region **DEVON**

Postcode **T Q 1 3 8 J Q**

Country **UK**

DX

Telephone **01647 432222**



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1160460

Charge code: 0116 0460 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th May 2018 and created by WHEAL MARTYN TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2018.

(P)

Given at Companies House, Cardiff on 7th June 2018

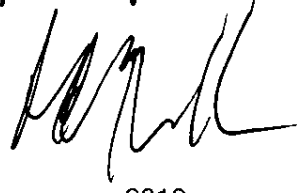


Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

I certify that this is a true copy of the legal charge dated 25.05.18



Matthew Rogers  
Solicitor  
Appltree Barn  
Clayford  
Drove  
TQ13 8JD

DATED 25th May 2018

THE TRUSTEES OF THE  
NATIONAL HERITAGE MEMORIAL FUND

- and -

WHEAL MARTYN TRUST

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LEGAL CHARGE

relating to Wheal Martyn Museum, Carthew, St Austell

(Leasehold Title CL199917)

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**THIS DEED** is made on

25<sup>th</sup> May

2018

**BETWEEN**

- (1) **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 7 Holbein Place, London, SW1W 8NR (and where the context admits its respective successors in title and permitted assigns "**NHMF**"); and
- (2) **WHEAL MARTYN TRUST** (registered company number 1160460 and registered charity no 1001838) whose registered office is at Lidn Park Quarry Crescent, Pennygillam Industrial Estate, Launceston, Cornwall, PL15 7PF ("**the Chargor**").

**1. Definitions**

"Grant Contract"	a grant notification letter dated 14 <sup>th</sup> March 2018 and NHMF's Standard terms of grant all of which are attached to this Charge as the same may be amended, supplemented, restated or novated from time to time
"Lease"	the lease details of which are set out in the Schedule;
"Property"	the leasehold property known as Wheal Martyn Museum, Carthew, St Austell which is held under the Lease with registered title number CL199917; and
"Secured Obligations"	all monies, obligations and liabilities (whether present or future, actual or contingent) owing by the Chargor to NHMF from time to time including, without limitation, under the Grant Contract.

**2. Charge**

The Chargor with full title guarantee charges by way of legal mortgage the Property to NHMF as a continuing security for the payment or discharge when due of the Secured Obligations.

**3. Dispositions**

- 3.1.1 The parties apply to the Chief Land Registrar to enter on the Register of Title to the Property the following restriction:
- 3.1.2 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ 25<sup>th</sup> May 2018 ] in favour of the Trustees of the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer".
- 3.2 The Chargor will not exercise the statutory power of granting or accepting a surrender of any lease of the Property nor will the Chargor agree to a variation of any such lease without (in any case) the previous written consent of NHMF.

**4. Grant Contract**

This Charge incorporates the provisions of the Grant Contract on the part of the Chargor and any breach thereof will be treated as a breach of obligation under this Charge.

**5. General Provisions**

- 5.1 In addition to all powers conferred by statute or the general law NHMF shall also have the following powers:
- 5.1.1 any power conferred on it by the Grant Contract;
- 5.1.2 power to appoint any person to enter on the Property to inspect maintain and repair any buildings structures or other things.
- 5.2 If the Chargor fails to carry out its obligations under the Grant Contract then NHMF may (but will not be bound to) remedy that breach of obligation and may if necessary enter the Property with surveyors workmen and others for that purpose and the Chargor will on demand reimburse NHMF with the cost or expenditure incurred together with interest from the date it was incurred until payment at a rate equal to 2% over National Westminster Bank PLC base rate from time to time.
- 5.3 The obligations referred to in clause 5.2 include (among others) the maintenance, repair and insurance of the Property (except in the case of leasehold land of which the Chargor is tenant, to the extent that the lessor of such land is bound to provide the same).
- 5.4 The entry by NHMF and the performance of any of its rights under this Clause 5 shall not be treated as a mortgagee going into possession and NHMF shall be treated as the agent of the Chargor and any entry will be without prejudice to any other right of NHMF to take possession for breach of the terms contained or incorporated in this Charge or otherwise.

## **6. Receiver**

### **6.1 Appointment of Receiver**

If:

- (a) the Chargor requests that a receiver, receiver and manager and/or an administrator (each referred to as a "**Receiver**") be appointed; or
- (b) (whether or not NHMF becomes aware of the intention of the same) any party intends to take or takes any step to petition for the appointment of any Receiver to be made in relation to the Chargor or to make an administration application or give or file notice of appointment or of intention to appoint any Receiver or any such petition is presented or any such application or appointment is made; or
- (c) the Chargor fails duly and punctually to perform or discharge any of its obligations hereunder or NHMF demands payment or discharge of any of its obligations hereunder (and whether or not the Chargor is given anytime in which to satisfy the same),

then at any time thereafter the security created hereunder shall be enforceable and NHMF may by writing under its common or corporate seal (as the case may be) or as a deed or under the hand of any trustee, director or manager or other authorised signatory for the time being of NHMF appoint any person or persons to be a Receiver of the whole or any part or parts of the Charged Property and of the rights of NHMF contained in this Charge.

### **6.2 Joint Receivers**

Where two or more persons are appointed to be Receiver, NHMF may in the appointment declare whether any act required or authorised to be done by a Receiver is to be done by all or any one or more of them for the time being holding office and, subject thereto, any such persons may act jointly and/or severally.

### **6.3 General Powers of Receiver**

6.3.1 Any Receiver shall (subject to any limitations or restrictions which NHMF may in its absolute and unfettered discretion incorporate in the deed or other instrument appointing him but notwithstanding the liquidation, winding-up, or dissolution at any time of the Chargor and whether or not any such Receiver shall be an administrator) have:-

- (a) all the powers conferred from time to time on administrators, receivers (whether administrative receivers or otherwise) by law and/or statute;
- (b) power on behalf and at the cost of the Chargor and whether in the name of the Chargor or otherwise to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Chargor could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or like officer in relation to the Chargor or the assets subject of the security created hereunder; and
- (c) power to use the name of the Chargor in connection with the exercise of any of such powers and, without prejudice to the generality of the provisions of Clauses 6.3.1(a) and 6.3.1(b) on behalf and at the cost of and in the name of the Chargor or otherwise, the powers referred to herein.

6.3.2 To the maximum extent permitted by law all restrictions or limitations or waiting periods which would otherwise apply to the exercise of the rights of any Receiver or of NHMF under or in connection with the security granted hereunder imposed by any statute (including, without limitation, the Law of Property Act 1925 (the "Act")) are hereby excluded.

#### 6.4 Receiver as Agent

Any Receiver shall, so far as the law allows, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults, contracts, engagements, omissions, losses, liabilities, misconduct and remuneration and NHMF shall not be under any liability whatsoever in such regard.

#### 6.5 Remuneration

The remuneration of the Receiver shall be such sum or rate payable in such manner as may be agreed between him and NHMF at or at any time after his appointment without being limited to the maximum rate specified in section 109(6) of the Act.

#### 6.6 Removal

NHMF may from time to time under its common or corporate seal (as the case may be) or as a deed or under the hand or any trustee, director, manager or other authorised signatory for the time being of NHMF remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint or as the case maybe apply to court for the appointment of another qualified person as a new Receiver in place of any Receiver whose appointment may have been terminated for any reason.

### 7. Appointment of Attorney

The Chargor irrevocably and by way of security appoints NHMF and any person nominated in writing under the hand of any authorised signatory of NHMF, together with every Receiver appointed under this document, as attorney of the Chargor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this document or which may be required or deemed proper for any of the purposes of this document.



**8. Indemnity for NHMF and Receivers**

NHMF and every Receiver or agent of NHMF under this document shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses properly incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretion vested in them or him under this document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Charged Property and NHMF and any Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this document.

**9. Costs**

The Chargor will pay on demand all expenses and liabilities (including, without limitation, legal and other professional costs) paid or incurred by NHMF (or any Receiver or any agent on its behalf) on a full indemnity basis in relation to any of the Charged Property or in protecting, considering the enforcement or exercise of, or enforcing or exercising (or attempting to do so), any right or power arising under or pursuant to this Charge or in procuring the discharge of any of the Secured Obligations.

**10. Joint and Several Obligations**

Where any party to this Charge includes more than one person the obligations of that party set out in this Charge shall constitute obligations of each such person owed jointly and severally.

**11. Charities Act 2011**

- 11.1 The Property is held by (or in trust for) the Chargor, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.
- 11.2 The restrictions on disposition imposed by section 117 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act).
- 11.3 The directors of the Chargor, being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this Charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act.
- 11.4 The certificate set out in the preceding clause is given on behalf of the directors by two of their number (under an authority conferred on them under section 333 of the Charities Act 2011) through the execution by those two directors of this deed on behalf of the Chargor.

**12. Notices**

- 12.1 Any notice given to a party under or in connection with this Charge shall be in writing and shall be:
  - 12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - 12.1.2 sent by fax to its main fax number.
- 12.2 Any such notice shall be deemed to have been received:
  - 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting;
- 12.2.3 if sent by fax, at 9.00am on the next working day after transmission.
- 12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.
- 12.4 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 12.

EXECUTED AS A DEED by  
WHEAL MARTYN TRUST acting by  
two directors

## THE SCHEDULE

<u>Date</u>	<u>Parties</u>	<u>Term</u>
8 <sup>TH</sup> October 2003	Imerys Minerals Ltd (1) St Austell China Clay Museum Limited (2)	Commencing on 8 <sup>th</sup> October 2003 and expiring on 29 <sup>th</sup> September 2042.