

MG01

Particulars of a mortgage or charge



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LASERFORM

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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 Scottish
company. To do this, please use
form MG01s

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04/05/2012

#176

COMPANIES HOUSE

1 Company details

Company number 0 3 9 1 8 3 0 5
Company name in full Green Corns Limited (the "Company")

512 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 *

2 Date of creation of charge

Date of creation 2 6 0 4 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 Legal Charge

4 Amount secured

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

4(T)
Amount secured All present and future obligations and liabilities (including without
limitation all sums of principal, interest and expenses) whether actual
or contingent whether owed solely or jointly and whether as principal
debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the
equivalent in any other relevant jurisdiction) of the Company to
Clydesdale Bank PLC (trading as both Clydesdale Bank and
Yorkshire Bank (the "Bank"), and in whatever manner and on any
account (the "Secured Liabilities")

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		Continuation page Please use a continuation page if you need to enter more details
Name	Clydesdale Bank PLC	
Address	30 St Vincent Place	
	Glasgow	
Postcode	G 1 2 H L	
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	<p>1. Charged Property</p> <p>(1) 40 Thames Road, OL16 3UB (title number GM2564), (2) 148 Greenway Road, Runcorn, WA7 4NN (title number CH263412), (3) 11a Fitzwalter Road, Warrington, WA1 4BT (title number CH195652), (4) 110 Peel House Lane, Widnes, WA8 6TQ (title number CH220075 and CH183054), (5) 54 Halton View Road, Widnes, WA8 0TR (title number CH392042), (6) 47 Lowerhouse Lane, Widnes, WA8 7DX (title number CH432586), (7) 62 Peelhouse Lane, Widnes, WA8 6TJ (title number CH140372), (8) 29 Liverpool Road, Widnes, WA8 7ER (title number CH177303), (9) 38 Queens Park Road, Heywood, OL10 4LQ (title number GM533286), (10) 1 Peel House Lane, Widnes, WA8 6TN (title number CH314414), (11) 571 Rooley Moor Road, Rochdale, OL12 7JG (title number LA246758), (12) 2 Summit Street, Heywood, OL10 4RH (title number GM914242 and GM104826), (13) 17/18 Cronkeyshaw Road, Rochdale, OL12 0QR (title number GM623919 and LA33037), (14) 85 Pilsworth Road, Heywood, OL10 3BH (title number GM230609), (15) 4 Fletcher Street, Warrington, WA4 6PY (title number CH143158), (16) 5 Argyle Street, Rochdale, OL16 4UQ (title number LA200274), (17) 23 South Parade, Western Point, Runcorn, WA7 4HZ (title number CH234079), (18) 37 Weston Avenue, Rochdale, OL16 4PW (title number GM248191), and (19) 29 Fox Street, Heywood, OL10 1EJ (title number GM514362)</p> <p>being the property more particularly described in the Schedule annexed and any part of it or them ("the Property")</p> <p>(continued)</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 Charge

2 1 The Company as security for the due and punctual payment and performance of the Secured Liabilities and with full title guarantee has by means of the Legal Charge charged to the Bank

2 1 1 by way of legal mortgage the Property (with the intent that the security shall extend to and include the Company's full title interest in the Property or in the proceeds of sale thereof), together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property The Company is solely and beneficially interested in the Property,

2 1 2 by way of assignment all rental and other money payable under any lease, licence or other interest created in respect of the Property,

2 1 3 by way of fixed charge all plant, machinery and other items legally and beneficially owned by the Company, whether now or in the future,

2 1 4 by way of fixed charge all rights and interest in and claims under all insurance contracts or policies now or in the future held and affecting the Property (including all money payable under them),

2 1 5 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,

2 1 6 by way of fixed charge the entitlement of the Company (by virtue of an estate or interest in the Property) to any share or shares in any company connected with the Property when issued and all rights, benefits and advantages at any time arising in respect of the shares and the Company shall (if the Bank so requires) transfer such shares to the Bank or as the Bank shall direct and shall deposit certificates relating to the shares with the Bank, and

2 1 7 by way of floating charge all moveable plant, machinery, furniture, furnishings, tools, equipment and other goods now or at any time after the date of the Legal Charge placed on or in, or used in connection with the Property or the business or undertaking conducted at the Property

3 Negative Pledge

The Company has covenanted with the Bank that the Company will not without the prior consent in writing of the Bank, create or allow to subsist any Encumbrance (other than a Permitted Encumbrance) In the event that the Company creates any Encumbrance in breach of this prohibition, the Legal Charge shall rank in priority to that Encumbrance,

4 Power of Attorney

4 1 The Company has irrevocably appointed the Bank and also as a separate appointment the Receiver severally its attorney and attorneys with full power to delegate for the Company and on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to the Legal Charge or any perfection, protection or enforcement action in connection therewith

4 2 By means of the Legal Charge the Company has ratified and confirmed and agreed to ratify and confirm immediately upon request by the Bank or the Receiver the actions of an attorney appointed under paragraph 3 1 above

5 Schedule

Registered Title

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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	<p>All the property comprised in the undermentioned title(s) at the Land Registry</p> <p>1 Title Number(s) GM2564 Short description of the Property 40 Thames Road, OL16 3UB</p> <p>2 Title Number(s) CH263412 Short description of the Property 148 Greenway Road, Runcorn, WA7 4NN</p> <p>3 Title Number(s) CH195652 Short description of the Property 11a Fitzwalter Road, Warrington, WA1 4BT</p> <p>4 Title Number(s) CH220075 and CH183054 Short description of the Property 110 Peel House Lane, Widnes, WA8 6TQ</p> <p>5 Title Number(s) CH392042 Short description of the Property 54 Halton View Road, Widnes, WA8 0TR</p> <p>6 Title Number(s) CH432586 Short description of the Property 47 Lowerhouse Lane, Widnes, WA8 7DX</p> <p>7 Title Number(s) CH140372 Short description of the Property 62 Peelhouse Lane, Widnes, WA8 6TJ</p> <p>8 Title Number(s) CH177303 Short description of the Property 29 Liverpool Road, Widnes, WA8 7ER</p> <p>9 Title Number(s) GM533286 Short description of the Property 38 Queens Park Road, Heywood, OL10 4LQ</p> <p>10 Title Number(s) CH314414 Short description of the Property 1 Peel House Lane, Widnes, WA8 6TN</p> <p>11 Title Number(s) LA246758 Short description of the Property 571 Rooley Moor Road, Rochdale, OL12 7JG</p> <p>12 Title Number(s) GM914242 and GM104826 Short description of the Property 2 Summit Street, Heywood, OL10 4RH</p> <p>13 Title Number(s) GM623919 and LA33037 Short description of the Property 17/18 Cronkeyshaw Road, Rochdale, OL12 0QR</p> <p>14 Title Number(s) GM230609 Short description of the Property 85 Pilsworth Road, Heywood, OL10 3BH</p> <p>15 Title Number(s) CH143158 Short description of the Property 4 Fletcher Street, Warrington, WA4 6PY</p> <p>16 Title Number(s) LA200274 Short description of the Property 5 Argyle Street, Rochdale, OL16 4UQ</p> <p>17 Title Number(s) CH234079 Short description of the Property 23 South Parade, Western Point, Runcorn, WA7 4HZ</p> <p>18 Title Number(s) GM248191 Short description of the Property 37 Weston Avenue, Rochdale, OL16 4PW</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

19 Title Number(s) GM514362

Short description of the Property 29 Fox Street, Heywood, OL10 1EJ

6 Definitions

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, lien, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security,

"Permitted Encumbrance" means

- (a) a fixed security in favour of the Bank,
- (b) any Encumbrance arising by operation of law, and
- (c) an Encumbrance consented to in writing by the Bank,

"Receiver" means any receiver or receiver and manager for the time being appointed by the Bank under or by virtue of the Legal Charge and if more than one receiver or receiver and manager has been so appointed then the expression **"the Receiver"** shall mean any or all of them,

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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

X *Dut hnp* X

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 **Claire Wright**

Company name **DWF LLP**

Address **1 Scott Place**

2 Hardman Street

Post town **Manchester**

County/Region

Postcode **M 3 3 A A**

Country

DX **DX 14313 Manchester**

Telephone **0161 603 5000**



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3918305
CHARGE NO. 52**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 26 APRIL
2012 AND CREATED BY GREEN CORNS LTD. FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO CLYDESDALE BANK PLC (TRADING AS BOTH
CLYDESDALE BANK AND YORKSHIRE BANK) ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 4
MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MAY 2012

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES