

MG01

Particulars of a mortgage or charge



iris
LASERFORM

174 897/13

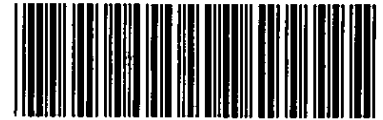
A fee is payable with this form.

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
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



A1D2VK8X

A20

13/07/2012

#121

COMPANIES HOUSE

1 Company details

Company number 5 5 5 8 3 2 8

Company name in full BADBY PARK LIMITED (the "Company")

→ **Filing 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 9 0 6 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

Amount secured Please see continuation sheet

Continuation page

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

RE-SCAN

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 The Governor and Company of the Bank of Ireland (the "Bank")

Address Bow Bells House, 1 Bread Street

London

Postcode E C 4 M 9 B E

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

The Company charged and mortgaged with full title guarantee as a continuing security with the payment to the Bank as trustee for the Secured Parties of all the monies agreed to be paid pursuant to the Legal Charge (including any expenses and charges arising out of or in connection with the acts or matters referred to in clause 11 of the Legal Charge) and with the discharge of all obligations and liabilities referred to in the Legal Charge

- (i) The leasehold property known as Badby House, Badby Road West, Daventry NN11 4NH and more particularly demised to the Company pursuant to a Lease dated 29 June 2011 and made between Sunflower Property S a r l (1) and the Company (2)
- (ii) All the rights, title and interest of the Company to and in any proceeds of any present or future insurances of the Property
- (iii) (unless otherwise specifically agreed by the Bank in writing), any present and future goodwill attaching to the Property by reason of the carrying on thereof of the business (if any) of the Company or a predecessor of the Company in that business
- (iv) all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Property

The charge created by the Legal Charge referred to at (i), (ii), (iii) shall be a first fixed charge (and as regards the property referred to at (i) above shall constitute a charge by way of legal mortgage thereon) and as to the property referred to at (iv) above and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of a first fixed charge shall be a floating charge (which shall crystallize or on demand being made in accordance with clause 2 of the Legal Charge)

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

None

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 *Kuld Kishu Maheshwar* 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 John Nelmes

Company name Field Fisher Waterhouse LLP

Address 35 Vine Street

Post town London

County/Region

Postcode E C 3 A 2 A A

Country UNITED KINGDOM

DX CDE 823

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,
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

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

All monies and all obligations and liabilities whether actual or contingent at the date of the creation of the Legal Charge or hereafter due owing or incurred to each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC (together "Secured Parties" and each a "Secured Party") by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by a Secured Party for or at the request of the Company and all amounts which may become payable or for which the Company may become liable under the Legal Charge and together with interest to the date of payment as provided in the Legal Charge, commission, fees and other charges and all legal and other costs, charges and expenses incurred by a Secured Party or any receiver in relation to the Company or all or any part of the property, assets and rights comprised in or subject to the charges contained in the Legal Charge on a full indemnity basis and all losses and damages that may be sustained, suffered or incurred by either Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Legal Charge or any document, arrangement or agreement between the Company and either Secured Party or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to either Secured Party and also interest on such sums to the date of payment



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5558328
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29 JUNE
2012 AND CREATED BY BADBY PARK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO EACH OF THE GOVERNOR & COMPANY OF THE BANK OF
IRELAND (TOGETHER THE "SECURED PARTIES" AND A
"SECURED PARTY") 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 13 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2012

**THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED**

24 JULY 2012



Companies House
— for the record —



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5558328
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29 JUNE
2012 AND CREATED BY BADBY PARK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE GOVERNOR AND COMPANY OF THE BANK OF
IRELAND AND BANK OF IRELAND (UK) PLC (TOGETHER
'SECURED PARTIES' AND EACH A 'SECURED PARTY' 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 13 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JULY 2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES