

MG01

Particulars of a mortgage or charge

084770

A13



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 Scot company. To do this, please use form MG01s

WEDNESDAY

WED

WED



\*R1IRT9PF\*

RCS 03/10/2012 #133

COMPANIES HOUSE

\*A1JA11VS\*

A10 10/10/2012 #50

COMPANIES HOUSE

\*A1IS45VS\*

A05 03/10/2012 #34

COMPANIES HOUSE

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 \*

1

**Company details**

Company number 0 7 7 2 0 6 0 5

Company name in full Solar 2 Energy Savings Limited (the "Tenant")

2

**Date of creation of charge**

Date of creation d1 d3 m0 m9 y2 y0 y1 y2

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 Rent Deposit Deed made between the Tenant (1) and the Landlord (2) (the "Deed")

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**Amount secured**

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

Amount secured

Any non receipt of monies, any expenditure incurred, or any compensation for losses arising as a result of any failure of the Tenant or any Surety to comply with the Lease (including any supplemental document). These Losses shall in particular (without prejudice to the generality of the foregoing) include

- (a) non-receipt of Basic Rent, contributions to insurance premiums, service charges, interest due VAT and any other monies due under the Lease,
- (b) non-receipt of any of the monies referred to in paragraph (a) above (or mesne profits in lieu) which would have fallen due but for a disclaimer or forfeiture of the Lease,
- (c) expenditure incurred to remedy or mitigate losses in consequence of any breach of the Lease,

(please see continuation sheet)

**Continuation page**

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

## MG01 - continuation page

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### Amount secured

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

Amount secured

- (d) expenditure incurred in advisors' proper fees in securing advice and exercising remedies in connection with the matters referred to in any of the above paragraphs,
  - (e) expenditure incurred for legal and administration matters in connection with the Account
- (the "Liabilities").

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### 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 IRERE Eagle 1 Limited and IRERE Eagle 2 Limited

Address 12 Charles II Street, London

(the "Landlord")

Postcode S W 1 Y 4 Q U

Name

Address

Postcode

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### 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

#### 1 Charge of the Deposit

1 1 The Tenant with full title guarantee charged the Total Deposit to the Landlord to secure the Tenant's obligations in favour of the Landlord contained or referred to in the Deed

#### Definitions

"Account" means an interest bearing account maintained by the Landlord at the Bank,

"Actual Interest" means actual interest accrued on the monies in the Account from time to time,

"Bank" means any such bank having a branch in the United Kingdom as the Landlord may designate,

"Base Rate" means the base rate of HSBC Bank plc or other London clearing bank nominated by the Landlord or, if the Base Rate is abolished another comparable rate of interest as determined by the Landlord,

"Basic Rent" means EIGHT THOUSAND FIVE HUNDRED POUNDS (£8,500) per annum subject to review exclusive of VAT,

"Costs" means all damages costs fees disbursements losses claims demands fines levies liabilities actions proceedings and expenses whatsoever on a full indemnity basis,

"Deposit" means the sum of TWO THOUSAND FOUR HUNDRED POUNDS (£2,400),

"Interest" means interest at the Prescribed Rate compounded on the usual quarter days,

"Lease" means the lease of the Property dated 13 September 2012 made between IRERE Eagle 1 Limited and IRERE Eagle 2 Limited (1) and Solar 2 Energy Savings Limited (2) for a term of one year from the date of the Lease and all documents supplemental or collateral to the Lease,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 365 1034 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="347 416 1171 439">"Losses" means the amounts provided for in clause 5 2 of the Deed,</p> <p data-bbox="347 472 1490 546">"Multiplier" means the number of quarters Basic Rent (together with VAT if applicable) payable from the commencement of the Lease (ignoring any rent free or concessionary periods) as amounts to the Deposit,</p> <p data-bbox="347 580 1273 602">"Prescribed Rate" means an annual rate of four per centum above Base Rate,</p> <p data-bbox="347 636 1490 683">"Property" means all of the land and buildings on the Estate known as Unit 1, Lonlas Industrial Estate, Skewan, Neath being the premises demised by the Lease,</p> <p data-bbox="347 716 839 739">"Required Balance" means the product of</p> <div data-bbox="347 772 1372 851"> <p>(a) one quarter of the Basic Rent from time to time reserved by the Lease, and</p> <p>(b) the Multiplier</p> </div> <p data-bbox="347 884 871 907">together with VAT thereon (if applicable),</p> <p data-bbox="347 940 1273 963">"Reserved Rents" means the sums reserved as rent by clause 3 of the Lease,</p> <p data-bbox="347 996 1490 1043">"Tenant's Covenants" means the covenants set out at clause 4 of the Lease and any other obligations imposed on or assumed by the Tenant under the Lease,</p> <p data-bbox="347 1077 1436 1099">"Termination Date" means the date on which the Term actually ends (however determined),</p> <p data-bbox="347 1133 1490 1207">"Total Deposit" means the total amount held in the Account from time to time including the Deposit, Actual Interest and any monies paid into the Account pursuant to clause 6 of the Deed, and</p> <p data-bbox="347 1240 1490 1288">"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday</p>

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X Taylor Wesley LLP X

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

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## 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 UCZT

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



### 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](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)



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

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

**COMPANY NO. 7720605  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 13  
SEPTEMBER 2012 AND CREATED BY SOLAR 2 ENERGY  
SAVINGS LIMITED FOR SECURING ALL SUMS DUE OR TO  
BECOME DUE 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 3 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER  
2012

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES