

MG01

Particulars of a mortgage or charge



62+88/13

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**
You cannot use this form
particulars of a charge to
company. To do this, please
use form MG01s

THURSDAY



A11SZ2PS

A10

02/02/2012

#273

COMPANIES HOUSE

For official use

1 Company details

Company number 7700073

Company name in full J GORWYN LIMITED
(the "Mortgagor")

→ 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 30/01/2012

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 thereafter by AMC 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

J GORWYN LIMITED

(and such other persons as the Mortgagor agrees in writing with AMC
shall be a Borrower for the purposes of the Mortgage) (together the
"Borrower") or the Mortgagor to AMC anywhere or for which the
Borrower or the Mortgagor may be or become liable to AMC 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
persons and have subsequently become due, owing or incurred

Continuation page

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

CHFP000
10/00/16/17/18/19/20

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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	The Agncultural Mortgage Corporation PLC
Address	Charlton Place, Charlton Road, Andover, Hampshire
Postcode	S P 1 0 1 R 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

(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 rights or interest or term 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 such expression shall include all or any part thereof,

(b) By way of assignment with full title guarantee, all amounts which then were or at any time thereafter might be owing to the Mortgagor by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Mortgaged Property, and by way of rent deposit or purchase deposit relating to the Mortgaged Property together with, in each case, the proceeds thereof and all rights to recover the same, subject to re-assignment upon payment of all the Secured Obligations (as defined in the Mortgage)

(c) 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 licenses (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 as defined in the Mortgage

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(d) 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 and by way of an agreement to assign the benefit of all such guarantees or covenants under any such lease or underlease thereafter granted if and when required by AMC or as directed by AMC

(e) By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is entitled to a share or shares in any company connected with the Mortgaged Property, such share or shares and all rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to AMC of the Secured Obligations (as defined in the Mortgage)

(f) By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arose in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations (as defined in the Mortgage)

The Mortgagor may not without the prior consent in writing of AMC

(a) sell, assign, licence, sub-licence or otherwise dispose of or deal in any other way with the Mortgaged Assets (as defined in the Mortgage),

(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 over all or any part of the Mortgaged Assets or over all or any part of the furniture, stock, goods, moveable 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;

(ii) enter into any contractual or other agreement or arrangement 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

SCHEDULE

The Freehold/~~Leasehold~~ property known or as being

LAND AT CHURCH FARM COTTAGE CHURCH ROAD HERSTMONCEUX HAILSHAM BN27 1QJ
Including the entirety of the property comprised in the document(s) particulars of which are set out below:

Date _____ Description (Conveyance, Lease, Assignment, Assent etc) _____ Parties _____

Title No(s)

ESX339838 (PART)

Administrative Area

EAST SUSSEX: WEALDEN

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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 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).

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Signature

Please sign the form here

Signature

Signature

Remington Solicitors LLP

for THE AGRICULTURAL MORTGAGE CORPORATION PLC

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 **DR BRIAN CAPPER**

Company name **PENNINGTONS SOLICITORS LLP**

Address

Post town

County/Region

Postcode

Country

DX **DX 58300 GDDALMING1**

Telephone **01483-791889**

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7700073
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEED DATED 30
JANUARY 2012 AND CREATED BY J GORWYN LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE AGRICULTURAL MORTGAGE
CORPORATION PLC 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 2 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES