

£32,400 LOAN PAID
TO GREEN GALE FROM
EVERGREEN PENSION



www.investec.com

ON 28th DEC
2011
FOR 3NO

"RENT A REEF"
PROJECTS

Out of the Ordinary™

Investec
Bank

MG01

Particulars of a mortgage or charge



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.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1	Company details	for official use
Company number	0 7 0 4 4 5 0 2	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Green Gale Limited	

2	Date of creation of charge
Date of creation	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>

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	Floating charge given by the Chargor in favour of the Charge Holder (as defined below) (the " Floating Charge")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details.
Amount secured	Please give us details of the amount secured by the mortgage or charge. Each and every liability which the Chargor may at the date of the Floating Charge or thereafter have to the Charge Holder for borrowed money by Green Gale Limited (the "Secured Liabilities").	

MG01

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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.	
Name	Evergreen Pension Scheme	
Address	c/o The Scheme Administrator, Pension Practitioner . Com, Daws House, 33-35 Daws Lane, London	
Postcode	N W 7 4 S D	
Name		
Address		
Postcode		

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
	<div style="border: 1px solid black; padding: 5px;"> <p>Continuation page Please use a continuation page if you need to enter more details.</p> </div>	
Short particulars	<p>The Chargor with full title guarantee (subject to Permitted Security Interests, as defined below) Charged in favour of the Charge Holder for the payment and discharge of the Secured Liabilities by way of floating charge all Assets (as defined below) being the date the loan facility was made available to Green Gale Limited</p> <p>Defined terms Assets: means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Chargor or to which the Chargor is or may become entitled or in which the Chargor may have an interest, in each case at any time during the Security Period.</p> <p>Permitted Security Interests: means the Security;</p> <p>(a) liens or rights of set-off arising in the normal course of trading or by operation of law securing obligations not more than 30 days overdue,</p> <p>(b) any banker's lien or right of set-off pursuant to a bank's standard account opening documentation; and</p> <p>(c) any rights by way of reservation or retention of title which are required by the supplier of any property to the company in the normal course of such supplier's business</p> <p>Security: means the security from time to time constituted by, or pursuant to, the Floating charge</p> <p>Security Period: means the period beginning on the date of the Floating Charge and ending on the date on which the Charge Holder is satisfied that all the secured Liabilities have been irrevocably paid and discharged in full.</p>	

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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:</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
<p>Commission allowance or discount</p>		

<p>8</p>	<p>Delivery of instrument</p> <p>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).</p> <p>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).</p>	
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<p>9</p>	<p>Signature</p> <p>Please sign the form here.</p> <p>Signature</p> <p>X <i>J. G. Race</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	
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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

Company name

Pension Practitioner .Com

Address

Daws House

33-35 Daws Lane

Post town

London

Country/Region

Postcode

N W 7 4 S D

Country

DX

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

08-60-68

Date 3rd FEB 2012

Pay Pension Practitioners Com LTD

Six hundred pounds only

£ 600 = 00

Evergreen Pension Scheme

J. A. Race

A/c Payee only

Investec Bank plc
2 Gresham Street
London EC2V 7QP

⑈500005⑈ 08⑈6068⑈ 47428002⑈

Pension Practitioner .Com Limited

Daws House
33-35 Daws Lane
Mill Hill
London
NW7 4SD

Telephone: 0800 634 4862
Fax: 0208 711 2522

INVOICE

INVOICE# INV-1034

Bill To:

EVERGREEN PENSION SCHEME
Green Gale Ltd
Hawthorn House
North Roddymoor Farm
Billy Row
County Durham
DL15 9TB

DATE
03 Feb 2012

Item	Description	Amount
Pension Scheme Loans	Provision of a legal charge and associated documentation in respect of a pension scheme loan	500.00

Thank you for using our services

Sub Total: 500.00

VAT (20%): 100.00

Total: £600.00

Terms & Conditions

Payment to be received within 14 days of invoice date. Payments received after this period will be subject to a late interest charge of 5% of the value of the invoice for each calendar month thereafter. BACS:

Pension Practitioner .Com Limited
Barclays Bank plc
Acct No: 43486729
Sort Code: 20-06-75

Registered in England No: 6028668; VAT Reg No: 894312018

12.5 *Restrictions on the Borrower*

The Borrower may not assign or transfer any of its rights and/or obligations under this letter.

12.6 *Successors etc*

This letter shall be binding on and inure to the benefit of the Scheme and the Trustees of the Scheme from time to time and the Borrower and their respective successors and permitted assigns and references in this letter to any of them shall be construed accordingly.

12.7 *Governing law*

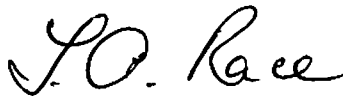
This letter shall be governed by English law.

12.8 *Third Parties*

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter.

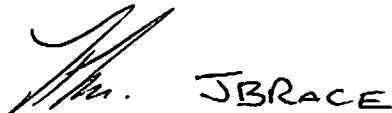
If you are in agreement with the above terms and conditions, please sign and return the enclosed copy of this letter.

Yours faithfully



THOMAS ALAN RACE
Evergreen Pension Scheme

We refer to your letter dated 2012 (of which the above is a copy) and confirm that the Borrower accepts and agrees to be bound by the terms and conditions thereof.



Director
For and on behalf of Green Gale Ltd

Dated 2012

delivered when receipt has been acknowledged (in the case of any communication by facsimile) or (in the case of posting) two working days after being deposited in the post postage prepaid in an envelope addressed to it or him at that address provided that:

- 25.2.1 any communication or document to be made or delivered to the Charge Holder shall be effective only when received by the Charge Holder; and
- 25.2.2 any communication or document made or delivered after normal business hours in the place of receipt shall not be deemed to be made or delivered until opening of business on the next working day in such place.

26 **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

27 **LAW**

This Deed shall be governed by English law.

28 **CERTIFICATION**

The Company certifies that the creation of this Security does not contravene any provision of its memorandum and articles of association or any other of its constitutional documents.

IN WITNESS WHEREOF this Deed has been executed as a Deed by the Company by its duly authorised representatives and the Charge Holder and is intended to be and is hereby delivered on the date stated at the beginning of this Deed.

Executed and Delivered as a Deed

for and on behalf of

Green Gale Ltd

by the signatures of:

Director

Director/Secretary



Mr. J B RACE