

MG01

Particulars of a mortgage or charge

607639/13



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

SATURDAY



A07

A1GKFOMY

01/09/2012

COMPANIES HOUSE

#368

1

Company details

Company number

0 1 2 4 0 3 8 0

Company name in full

Morris & Co (Handlers) Limited

For official use

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

d2 d0 m0 m8 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

Debenture (the 'Debenture')

4

Amount secured

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

Amount secured

See continuation sheet

Continuation page

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

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 SME Invoice Finance Limited

Address Hallamshire House, Meadowcourt, 5 Hayland Street,
Sheffield

Postcode S 9 1 B Y

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 See continuation sheet

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

The Company covenants, on demand, to discharge by payment to the Lender without any deduction or set-off all or any monetary liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of the Lender, present or future, actual or contingent, liquidated or unliquidated, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise including any such liability of the Company by virtue of any assignment to the Lender of any indebtedness incurred by the Company for any supply of any goods or services to or any hiring by the Company (the "**Obligations**")

MG01 - continuation page

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

To secure payment and performance of the Obligations (as set out in Schedule 1 above) the Company charges in favour of the Lender with full title guarantee

1 1 By way of fixed charge

- 1 1 1 all freehold and leasehold land and buildings of the Company both present and future including any land and buildings specified in section 3 of the Schedule to the Debenture and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings,
- 1 1 2 all goodwill and unpaid and/or uncalled capital of the Company,
- 1 1 3 all stocks, shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with the Lender and the property mentioned in such documents,
- 1 1 4 all intellectual property now owned or at any time hereafter to be owned by the Company (clauses 1 1 1 to 1 1 4 "**Fixed Assets**"),
- 1 1 5 any Debt (as defined in the Invoice Discounting agreement made on 20 August 2012 between the Company and the Lender (the "**Agreement**")) (purchased or purported to be purchased by the Lender pursuant to the Agreement), of which the ownership fails to vest absolutely and effectively in the Lender for any reason, together with the proceeds of such Debt (the "**Specified Debts**")
- 1 1 6 all amounts now or hereafter owing or becoming due to the Company by the Lender including any amount retained by the Lender under any provision of the Agreement (the "**Client Account**"), and
- 1 1 7 all amounts of indebtedness (other than the Specified Debts and the Client Account) now or at anytime hereafter owing or becoming due to the Company on any account whatsoever and their proceeds together with Related Rights (as defined in the Agreement) pertaining to such amounts of indebtedness and their proceeds (the "**Other Debts**")

- 1 2 By way of floating charge (to which paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies), the undertaking and all the property, rights and assets of the Company, both present and future, including the Company's stock in trade and its uncalled capital and the proceeds of such property rights and assets (the **Property**) other than such of the Property as shall for the time being be subject to the fixed charge created by paragraph 1 1 above (the "**Floating Assets**")
continued

MG01 - continuation page

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

The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Assets

2 NEGATIVE PLEDGE

Until the full discharge of all the Obligations and the Debenture except with the prior written consent of the Lender the Company shall not

2 1 1 Except as provided in paragraph 1, above, or on the written directions of the Lender sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in the Debenture release, exchange, compound, set off, grant time or indulgence in respect of any of the Property,

2 1 2 Enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with the Lender

2 2 The Company hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in the Debenture

2 2 1 At any time if so required by the Lender (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to the Lender title to any of the Property (other than the Specified Debts or Other Debts) or to enable the Lender to exercise any of this rights under the Debenture including the execution of a legal mortgage of any of the freehold or leasehold land and buildings included in those assets detailed in paragraphs 1 1 1 to 1 1 4 above,

2 2 2 At all times during the continuance of the Debenture to keep all such items included in the Property as are tangible in a good state of repair and proper working order,

2 2 3 To keep all items included in the Property fully insured to their replacement value with an insurer approved by the Lender against all risks for which insurance over is usual in a business of the nature of that carried on by the Company and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to the Lender, and

2 2 4 To hold on trust for the Lender all the rights of the Company and any sums received under any such policy of insurance and to keep such sums received separate from the Company's own monies and to pay them to the Lender on demand

continued

MG01 - continuation page

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>2 3 In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in paragraph 2 2 3 above the Lender may pay such premium or sum and recover it from the Company</p> <p>2 4 At any time when the statutory power of sale or the right to appoint a Receiver (Having the meaning assigned to it in section 29(1)(a) of the Insolvency Act 1986, not being an administrative receiver as defined in section 29(2) of the Act Insolvency Act 1986) is exercisable under the provisions of the Debenture, whether or not such power or right shall have been exercise, the benefits of all insurances relating to the Property shall vest in the Lender</p> <p>2 5 Until the charges contained in the Debenture are fully discharged the Company shall not without the prior written consent of the Lender exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged under paragraphs 1 1 1 to 1 1 4 above</p> <p>Note</p> <p>1 The Charge gives the Lender the right to appoint a Receiver and / or an administrator</p> <p>2 The Charge contains a power of attorney</p>	

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

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 Walker Morris

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 Duncan Lole

Company name Walker Morris

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



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. 1240380
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 AUGUST
2012 AND CREATED BY MORRIS & CO. (HANDLERS) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO SME INVOICE FINANCE LIMITED 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 1 SEPTEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 SEPTEMBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES