

07396/13
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
particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



A1DD1UWX

A10

17/07/2012

#89

COMPANIES HOUSE

1 Company details

Company number 01927437

Company name in full Company Shop Limited (the Company)

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 *

2 Date of creation of charge

Date of creation 03/07/2012

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 Debenture (the Deed)

4 Amount secured

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

Amount secured (a) all money and liabilities and other sums hereby
agreed to be paid by the Company to the Bank as
defined below, and

(b) all other money and liabilities expressed to be
secured hereby (including, without limitation, any
expenses and charges arising out of or in
connection with the acts or matters referred to in
clauses 10, 13, 14, 18, 23 of the Deed) and all
other obligations and liabilities of the Company
under the Deed

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE:</p> <p>In this form:</p> <p>"Approved Instalment Credit Agreement" means Instalment Credit Agreements for the time being deposited with the Bank and approved by the Bank for the purpose of the calculation required by sub-clause 12(d) of the Deed,</p> <p>"Charged Property" means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, Tenthly and Eleventhly described in sub-clause 4.1 of the Deed and references to the Charged Property include references to any part of it;</p> <p>"Credit Agreements" means all agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company,</p> <p>"Charged Securities" means</p> <p>(a) all those Securities which (or the certificates of which) are now or may at any time in the future be:</p> <p>(i) lodged with or held (in certificated or uncertificated form) by the Bank or its agents on behalf or for the account of the Company, or</p> <p>(ii) transferred to or registered in the name of the Bank or its nominee (s) on behalf or for the account of the Company; or</p> <p>(iii) held (whether in certificated or uncertificated form) by any person other than the Company for or to the order of the Bank or its nominee(s) at the request of or by arrangement with the Company, or</p> <p>(iv) held in uncertificated form by a member of CREST or any other similar system (including the Company itself if a member of CREST or other similar system) where the Bank or its nominee(s) may to the exclusion of the member of the system direct the transfer of such Securities;</p> <p>(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date hereof); and</p> <p>(b) the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Company or has an obligation to deliver or transfer, any such Securities to the Company or to the order of the Company, and</p> <p>(c) all those Securities held by the Company in any subsidiary undertaking</p>	

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Amount secured

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Amount secured

as defined in Section 1162 (together with Schedule 7) of the Companies Act 2006,

"Enfranchising Legislation" means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954,

"Environmental Laws" means all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the control and prevention of pollution to land water or atmosphere and/or the carrying on of any process or process or activity and any chemicals or substances relating to the same whether relating to health and safety, the workplace, the environment or the provision of energy (including without limitation the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Resources Act 1991, the Statutory Water Companies Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Water Act 2003, the Clean Air Act 1993, the Alkali, etc., Works Regulation Act 1906, the 1993 and any European Union directives or regulations regulating the same) from time to time in force and any other instrument, plan, regulation, permission, authorisation, order or direction made or issued thereunder or deriving validity therefrom,

"Environmental Licence" means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Laws;

"Hiring Agreements" means all agreements (not being Credit Agreements) now or hereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) now or hereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company;

"Insolvency Event" in relation to the Company means each of the following:
(a) a meeting is convened for the purpose of considering a resolution to wind up the Company,

(b) such a resolution as is mentioned in paragraph (a) is passed

(c) a meeting of the directors or members of the Company is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator;

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Amount secured

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- (d) such a resolution as is mentioned in paragraph (c) is passed;
- (e) a petition for a winding up or an application for an administration order is made by the Company or its directors or members or is presented against the Company,
- (f) such an order as is mentioned in paragraph (e) is made;
- (g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Company or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Company becomes subject to, any voluntary arrangement;
- (h) a receiver (administrative or otherwise) is appointed over all or part of the Company's assets;
- (i) the Company takes part in any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Company's indebtedness;
- (j) the Company proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Company's creditors;
- (k) the Company suspends or threatens to suspend making payments to all or some of the Company's creditors;
- (l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing, or
- (m) the Bank has reasonable grounds for believing that any of the foregoing is imminent;
- "Instalment Credit Agreements"** means the Credit Agreements and the Hiring Agreements,
- "Intellectual Property Rights"** means:
- (a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all

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4	Amount secured
Amount secured	<p data-bbox="316 369 1045 403">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="316 459 1444 548">licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company,</p> <p data-bbox="316 582 1476 761">"Interests in Securities" means the Charged Securities and all stocks, shares, securities, rights, money or property or other assets accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Charged Securities including without limitation all dividends, interest and other income payable in connection therewith;</p> <p data-bbox="316 795 1492 974">"Non-Vesting Debts" means all book and other debts which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Company and the Bank but which fail to vest absolutely and effectively in the Bank for any reason;</p> <p data-bbox="316 1008 1444 1153">"Planning Acts" means all legislation from time to time regulating the development, use, safety and control of property including without limitation the Town and Country Planning Act 1990 and any instrument, plan, regulation, permission and direction made or issued thereunder or deriving validity therefrom,</p> <p data-bbox="316 1187 1284 1220">"Related Rights" means in relation to any book or other debts</p> <p data-bbox="316 1243 1396 1310">(a) all security, bonds, guarantees, indemnities in relation to such debts,</p> <p data-bbox="316 1332 1476 1422">(b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which such debts arise;</p> <p data-bbox="316 1444 1492 1579">(c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amount due and to become due under the contract or arrangement under which such debts arise; and</p> <p data-bbox="316 1601 1364 1668">(d) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing such debts;</p> <p data-bbox="316 1691 758 1724">"Secured Obligations" means:</p> <p data-bbox="316 1758 1460 1825">(a) all money and liabilities and other sums hereby agreed to be paid by the Company to the Bank; and</p> <p data-bbox="316 1848 1492 1937">(b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 10, 13, 14,</p>

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Amount secured

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

Amount secured

18, 23 of the Deed) and all other obligations and liabilities of the Company under the Deed;

"**Securities**" means all stocks, shares, bonds, certificates of deposit, bills of exchange, depository receipts, loan capital, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise), and

"**Value Added Tax**" includes any other form of sales or turnover tax

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

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

Name Lloyds TSB Bank plc (the **Bank**)
Address Corporate Customer Services Dept, City Office, PO Box 72,
Bailey Drive, Gillingham Business Park, Gillingham, Kent

Postcode M E 8 O L S

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

4. CHARGES

4.1 The Company with full title guarantee hereby charges with the payment of the Secured Obligations and so that the charges hereby created shall be a continuing security:

First: The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land of whatever description both present and future.

Secondly All the right, title and interest of the Company in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Thirdly: All book debts (including without limitation any book debts which are Non-Vesting Debts) both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) the Related Rights, negotiable or non-negotiable instruments,
CONTINUED

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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="317 367 1032 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="317 421 459 450">CONTINUED</p> <p data-bbox="317 483 1485 544">legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.</p> <p data-bbox="317 573 1485 723">Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing).</p> <p data-bbox="317 754 1497 873">(a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);</p> <p data-bbox="317 904 1497 1084">(b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof);</p> <p data-bbox="317 1115 1497 1265">(c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);</p> <p data-bbox="317 1296 1497 1447">(d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance);</p> <p data-bbox="317 1478 1461 1597">(e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and</p> <p data-bbox="317 1628 1461 1720">(f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described in this sub-clause.</p> <p data-bbox="317 1751 1497 1870">Fifthly: Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods</p> <p data-bbox="317 1901 1473 1962">(a) the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements;</p>

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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

(b) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements;

(c) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,

(d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company; and

(e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto

Sixthly:

the Charged Securities;

(a) all rights in respect of or incidental to the Charged Securities, and

(b) the Interests in Securities.

Seventhly. The Intellectual Property Rights.

Eighthly: The goodwill and the uncalled capital of the Company both present and future.

Ninthly: All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company.

Tenthly: All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

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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

Eleventhly The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, and Tenthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges).

4 2 The security hereby created shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described be first fixed charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Eleventhly described shall be a first floating charge

4.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Deed.

The Deed contains the following:

NOTE 1 - CLAUSE 5 - RESTRICTIONS AND WARRANTIES

5 1 The Company shall not without the prior written consent of the Bank

(a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Eleventhly described) subject as provided in clause 5 7(a) of the Deed,

(b) 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 upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence;

(c) 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 sub-clause 5.1(b);

(d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Eleventhly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date hereof;

(e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or

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Short particulars

licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee; or

(f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:

(1) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier; and/or

(11) sales, agreements for sale or transfer actually or potentially on behalf of the Financier to any third party whatsoever, and/or

(111) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in sub-clause 5.1 (f)(11);

5 2 The Company hereby requests the Chief Land Registrar to register the following restriction on the Proprietorship Register of any registered land forming part of the Charged Property:

"RESTRICTION

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 03 July 2012 in favour of Lloyds TSB Bank plc referred to in the Charges Register."

NOTE 2 - CLAUSE 7 - FURTHER ASSURANCE AND NOTICE OF CRYSTALLISATION

7.1 The Company shall at any time if and when required by the Bank execute and deliver to the Bank or as the Bank shall direct such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation as the Bank shall require of and on all or any of the Charged Property to secure payment of the Secured Obligations. Such assignments, mortgages, securities, charges, agreements or other legal documentation shall be prepared by or on behalf of the Bank at the cost of the Company and shall contain all such clauses for the benefit of the Bank as the Bank may require without limitation, if so required by the Bank in

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the case of a mortgage or charge on any freehold or leasehold property, any such clauses as are contained in any of the Bank's standard forms of mortgage from time to time and, in the case of securities over heritable property, any such clauses as are contained in any of the Bank's standard forms of standard security from time to time

NOTE 3 - CLAUSE 8 - BANK'S POWERS OF SALE AND LEASING

8.1 The powers and remedies conferred on mortgagees by Section 101 of the Law of Property Act 1925 shall apply to the Deed but without the restriction imposed by Section 103 of that Act and the statutory powers of leasing conferred on the Bank shall be extended so as to authorise the Bank to lease and make arrangements for leases at a premium or otherwise and to accept surrenders of leases and grant options as the Bank shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the said Act.

8.2 The Bank in exercising its statutory power of sale, and any receiver appointed by the Bank in exercising his powers under the Deed, shall be at liberty to sell at such price and on such terms and conditions as it or he in its or his sole discretion thinks fit and shall not be under any duty or obligation to obtain the best or any particular price

8.3 Neither the Bank nor any such receiver shall be liable to the Company or any other person for any loss, damage, cost, expense or liability which the Company or any such person may suffer or incur as a direct or indirect result of the Bank exercising its statutory power of sale, as hereby varied or extended, or such receiver exercising his powers under the Deed

NOTE 4 - CLAUSE 10 - APPOINTMENT OF AN ADMINISTRATOR AND APPOINTMENT AND POWERS OF A RECEIVER

10.1 At any time after the Bank shall have demanded payment of the Secured Obligations or the Company shall have requested it to do so or an Insolvency Event shall have occurred (upon the happening of which the security in the Deed shall be immediately enforceable) the Bank shall have power, in writing under the hand of any official of the Bank authorised by the Bank from time to time or any person authorised by any such official in writing, to appoint any person or persons as the Bank thinks fit to be an administrator or joint administrators or several administrators or joint and several administrators of the Company or alternatively a receiver or joint receivers or several receivers or joint and several receivers of the Charged Property to act, in the case of two or more receivers, jointly, severally or jointly and severally in relation to any part of the Charged Property and to the extent permitted by law similarly to remove any such receiver and to appoint another or others in his place.

10.2 If the Bank excludes any part of the Charged Property from the appointment of any receiver, the Bank may subsequently extend that

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6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

appointment (or that of any receiver replacing such receiver) to such excluded part of the Charged Property

10 3 Any such receiver at the cost of the Company may, in the name of or on behalf of the Company or at his option in the name of the Bank (but only with the specific approval in writing of the Bank) or at his option in his own name (and in any case notwithstanding any administration or liquidation of the Company), do or omit to do anything which the Company could do or omit to do and (in addition) may exercise all or any of the powers specified in Schedule 1 to the Insolvency Act 1986 (notwithstanding that such receiver may not be an administrative receiver) and in particular (but without prejudice to the generality of the foregoing) the powers set out in clause 10 3 of the Deed

NOTE 5 - CLAUSE 17 - POWER OF ATTORNEY

17 1 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Bank has in any of the Charged Property, the Company irrevocably appoints the Bank and the persons deriving title under it and its and their substitutes and any receiver or receivers appointed under the Deed (the "Attorney") jointly and also severally to be the Company's true and lawful attorney. For the purposes aforesaid the Attorney shall have the right to do anything which the Company may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing

(a) the right to do anything to procure or carry out the performance of the Company's obligations under the Deed and anything to facilitate the exercise of the Bank's rights under the Deed;

(b) the right to act in the name of the Company;

(c) the right to delegate and sub-delegate any or all of the rights of the Attorney;

(d) the right to sign, execute, seal, deliver and otherwise perfect:

(1) any documents or instruments which the Bank or any receiver may require for perfecting the title of the Bank to the Charged Property or for vesting the same in the Bank, its nominees or any purchaser; and

(11) any further security documentation referred to in clause 7 of the Deed.

17.2 The Company ratifies and shall ratify everything done or purported to be done by the Attorney.

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<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>N/A</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Hel Dickinson LLP</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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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 Victoria Sham

Company name Hill Dickinson LLP

Address The Balance

Pinfold Street

Post town Sheffield

County/Region South Yorkshire

Postcode S 1 2 G U

Country UK

DX 10525 Sheffield

Telephone 0114 229 7907



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



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1927437
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 JULY 2012
AND CREATED BY COMPANY SHOP LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO LLOYDS TSB BANK 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 17 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES