

MG01

Particulars of a mortgage or charge



083501/13

**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 to register  
particulars of a charge  
company. To do this, use  
form MG01s

SATURDAY



\*A00D2YCQ\*

A12

17/12/2011

#166

COMPANIES HOUSE

A22

10/12/2011

#291

COMPANIES HOUSE

1

**Company details**

Company number

0 2 8 6 7 1 4 1

Company name in full

Martal Consultants Limited

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 01 2011

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") between Martal Consultants Limited (the  
"Company") and United National Bank Limited (the "Chargee") dated 30  
November 2011

4

**Amount secured**

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

Amount secured

The Company covenants with the Chargee that it will  
on demand  
(a) pay the Company's Liabilities as and when they  
fall due, and  
(b) from time to time pay the Expenses.

**Continuation page**

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

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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 United National Bank Limited

Address 2 Brook Street

London

Postcode W 1 S 1 B Q

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

As a continuing security for the discharge and payment of the Company's Liabilities and with full title guarantee, the Company

(a) charges to the Chargee by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company, including the property specified in the Schedule to the Debenture

(b) charges to the Chargee by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company, except the property charged by clause 4.1 of the Debenture

(c) charges to the Chargee by way of fixed charge all rents receivable from any lease granted out of any Real Property

(d) charges to the Chargee the benefit of all covenants and rights relating to the Real Property and the benefit of all easements serving or relating to such property

(e) charges to the Chargee by way of fixed charge all fixtures and fittings from time to time attached to any Real Property to the extent that they are not subject to a charge under clause 4 1 or 4 2 of the Debenture

(f) charges to be Chargee by way of fixed charge all the plant, machinery, vehicles and computer equipment of the Company (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Company under any agreements relating to the purchase, lease, hire purchase or maintenance of the same

(g) charges to the Company by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Company (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Company under any agreements relating to the purchase, lease or hire purchase of the same

(Further short particulars and definitions are set out on the enclosed continuation sheet)

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## 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



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 SAJ/AWJ/19640 00019

Company name Jeffrey Green Russell

Address

JEFFREY GREEN RUSSELL  
WAVERLEY HOUSE  
7-12 NOEL STREET  
LONDON W1F 8GQ  
TEL 020 7339 7000

Post town

County/Region

Postcode

Country

DX 44627 MAYFAIR

Telephone 0207 3397000



### 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)**

# 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

(h) charges to the Chargee by way of fixed charge the benefit of all licences, consents and authorisations held or utilised by the Company (present and future) in connection with its business or the use of any of its assets

(i) charges to the Chargee by way of fixed charge all the goodwill and uncalled capital of the Company (present and future)

(j) charges to the Chargee by way of fixed charge all the Securities not regularly disposed of in the ordinary course of business

(k) charges to the Chargee by way of fixed charge all choses in action, claims and intellectual property rights (including contract rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names) of the Company (present and future)

(l) charges to be Chargee by way of fixed charge all the Debts and the proceeds of payment or realisation of each of them until the payment of such proceeds into the Proceeds Account in accordance with clause 8 of the Debenture

(m) charges to the Chargee by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Chargee or any other bank or financial institution, including the Proceeds Account

(n) charges to the Chargee by way of a fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by on behalf of, the Company, including any such instruments which at any time had been deposited with the Chargee (whether or not endorsed to the Chargee)

(o) charges to the Chargee by way of fixed charge the proceeds of each policy of insurance (present and future) issued in relation to the Charged Assets

(p) charges to the Chargee by way of floating charge all the undertaking and all property, assets and rights of the Company (present and future) wherever situate not from time to time subject to a mortgage or fixed charge under the Debenture

#### Definitions

"Charged Assets" means of the assets charged/assigned to the Chargee under the Debenture

"Company's Liabilities" means all the Company's obligations to the Chargee of any kind and in any currency (whether now or in the future, actual or contingent and whether owed by the Company as principal or surety or incurred alone or jointly with another and whether owed to the Charging as original obligee or assignee or transferee)

"Debts" means all book and other debts of the Company (present and future), or other monies due and owing to the Company (present and future) and the benefit of all rights, securities or guarantees in respect of such book and other debts

"Expenses" means all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Chargee or any receiver at any time in connection with the Charged Assets or the Company's Liabilities or in taking, perfecting, preserving, defending or enforcing the Debenture (or any of the Security) or in exercising any right or power under the Debenture or otherwise

## 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

"Proceeds Account" means the Company's account with the Chargee or such other account as the Chargee may from time to time specify

"Real Property" means all the freehold and leasehold property (present and future) vested in or charged to the Company or in which it otherwise has an interest

"Securities" means all shares, stock, warrants, debentures and other securities (certificated or uncertificated) all units in an account or balance (whether held in the name of the Company or by a nominee) of the Company (present and future) and all income and rights deriving from or attaching to the same

"Security" means the security constituted by the Debenture



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

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

COMPANY NO. 2867141  
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30  
NOVEMBER 2011 AND CREATED BY MARTAL CONSULTANTS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO UNITED NATIONAL BANK  
LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART  
25 OF THE COMPANIES ACT 2006 ON THE 17 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER  
2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES