

MG01

Particulars of a mortgage or charge



403719/26
IRIS
LASERFORM

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
company. To do this, please use
form MG01s

WEDNESDAY



A19

A13QG2VN

29/02/2012

#35

COMPANIES HOUSE

1

Company details

Company number

0 3 0 6 0 9 2 3

Company name in full

JOHN DOE LIMITED (the **Chargor**)



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

2 4 0 2 2 0 1 2

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

Guarantee and Debenture, between (1) John Doe Limited, (2) Premier Homes Limited, and (3)
Barclays Bank plc (the **Chargee**), dated 24 February 2012

4

Amount secured

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

Amount secured

Any obligation for the payment or repayment by the **Chargor** to the
Chargee of money in any currency, whether present or future, actual
or contingent, joint or several, whether incurred as principal or surety
or in any way whatsoever, including any liability (secured or
unsecured) of the **Chargor** to a third party which subsequently
becomes payable to the **Chargee** by assignment or otherwise and
including principal, interest, commission, fees and other charges (the
Indebtedness)

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 Barclays Bank plc

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

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

The Chargor charged to the Chargee with full title guarantee with the payment or discharge of all Indebtedness

1 By way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H M Land Registry,

2 By way of fixed charge

a) all freehold and leasehold Land in England and Wales now vested in the Chargor and registered at H M Land Registry,

b) all other Land which is now, or in the future becomes, the Chargor's property,

c) all plant and machinery now or in the future attached to any Land,

d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land,

e) all the Chargor's Securities,

f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor

- which relate to Assets themselves subject to a fixed charge in the Chargee's favour, or
- which are now or in the future deposited by the Chargor with the Chargee,

together with all the Chargor's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),

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>(g) all the Chargor's goodwill and uncalled share capital for the time being,</p> <p>(h) all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others,</p> <p>(i) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,</p> <p>(j) all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world,</p> <p>(k) all trade debts now or in the future owing to the Chargor,</p> <p>(l) all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989),</p> <p>(m) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in the Chargee's favour,</p> <p>3 By way of floating charge</p> <p>a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and</p> <p>b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Chargor shall not without the Chargee's prior written consent</p> <ul style="list-style-type: none"> • create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking <i>pari passu</i> with or subject to, this floating charge), • take any other step referred to in the paragraph below (<i>Negative Pledge</i>) with respect to any of the Floating Charge Assets, • sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business <p>Negative Pledge:</p> <p>The Chargor may not, except with the Chargee's prior written consent</p>

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>a) create or attempt to create any fixed or floating security of any kind or any trust over any of the Chargor's Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Chargor's business) to arise or subsist over any of the Chargor's Assets,</p> <p>b) sell, assign, lease, license or sub-license, or grant any interest in, the Chargor's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p> <p>Further Assurance</p> <p>The Chargor must on the Chargee's demand in writing execute and deliver to the Chargee at the Chargor's cost any document that the Chargee may require further to secure the payment of the Indebtedness, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to this deed, or to vest title to any of the Assets in the Chargee or the Chargee's nominee or any purchaser</p> <p>DEFINITIONS:</p> <p>'Assets' means, in relation to the Chargor, all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,</p> <p>'Floating Charge Assets' means, in relation to the Chargor, those of the Chargor's Assets that are for the time being comprised in the floating charge created by point 3 above, but only insofar as concerns that floating charge,</p> <p>'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights,</p> <p>'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in point 2(h) above,</p> <p>'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p>'Securities' means, in relation to the Chargor, all stocks, shares, debentures, debenture stock, loan</p>

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

stock, bonds and securities issued by any company or person (other than that Chargor) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000

- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or
- the certificates for which are now or in the future deposited by the Chargor with the Chargee or which, if uncertificated, are held in an escrow or other account in our favour or held in the Chargee's name or that of the Chargee's nominee or to the Chargee's order,

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise

MG01

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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

None

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 TLT up.

X

This form must be signed by a person with an interest in the registration of the charge

MG01

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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 Toby Price

Company name TLT LLP

Address 20 Gresham Street

Post town London

County/Region

Postcode E C 2 V 7 J E

Country

DX 431 Chancery Lane

Telephone 0203 465 4000



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. 3060923
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 24 FEBRUARY 2012 AND CREATED BY JOHN DOE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 29
FEBRUARY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MARCH 2012

Handwritten signature/initials



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**