

MG01

Particulars of a mortgage or charge

163920/13



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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

You cannot use this form
particulars of a charge of
company. To do this, please
form MG01s

FRIDAY



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15/04/2011

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COMPANIES HOUSE

1

Company details

Company number 03151043

Company name in full Azure Limited (Chargor)

7

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 d1 d4 m0 m4 y2 y0 y1 y1

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

A charge between the Chargor and the Bank (as defined in section 5 below)
entered into pursuant to a block discounting master agreement entered
into between the Chargor and the Bank (Charge).

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Amount secured

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

Amount secured

All present and future liabilities whether actual
or contingent and whether owed jointly or severally
of the Chargor to the Bank under the Master
Agreement and each Block Discounting Agreement
(Secured Liabilities).

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	Conister Bank Limited (Bank)	
Address	Conister House, Isle of Man Business Park, Cooil Road, Bradden, Isle of Man	
Postcode	I M 2 2 Q Z	
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	<p>Fixed charge</p> <p>1.1 The Chargor with full title guarantee (as defined in the Law of Property (Miscellaneous Provisions) Act 1994) pursuant to the Charge (and to the intent that the security constituted by the Charge shall be a continuing security in favour of the Bank) has charged by way of first fixed charge for the payment and discharge of the Secured Liabilities all its right, title and interest, present and future, in and to (a) the Unassigned Debts and (b) the Equipment.</p> <p>Floating charge</p> <p>1.2 As further continuing security for the payment and discharge of the Secured Liabilities the Chargor has charged with full title guarantee in favour of the Bank by way of first floating charge all right, title and interest, present and future, in and to (a) the Unassigned Debts and (b) the Equipment not effectively charged by way of first fixed charge pursuant to the provisions of clause 10.1 of the Charge (re-stated in paragraph 1.1 above)</p> <p>1.3 The Charge contains a qualifying floating charge, and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 10.2 of the Charge (re-stated in paragraph 1.2 above).</p> <p>Continued...</p>	

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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

Nil

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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).

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Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP 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 Peter King (331725-2)

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



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

MG01 - continuation page

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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

Continued ..

Crystallisation of the floating charge

1.4 On the occurrence of any event which is or which may with the passage of time become a Termination Event the Bank may by notice in writing to the Chargor convert the floating charge created by clause 10.2 of the Charge (re-stated in paragraph 1.2 above) into a fixed charge over the Unassigned Debts and/or the Equipment, and the Chargor's ability to deal in any manner with the Unassigned Debts and/or the Equipment shall cease except to the extent otherwise agreed by the Bank.

Automatic crystallisation of the floating charge

1.5 On the occurrence of a Termination Event the charge created by clause 10.2 of the Charge (re-stated in paragraph 1.2 above) shall automatically, without notice, be converted into a fixed charge and thereafter the provisions of clauses 10.5 and 10.6 of the Charge shall apply.

Negative Pledge

1.6 The Chargor shall not create or permit to subsist any charge or other encumbrance over the Unassigned Debts and/or the Equipment without the prior written consent of the Bank

In this Form the following items have the following meanings

Agreement means any agreement entered into (whether before or after the date of the Charge) between the Chargor as owner, vendor or creditor as the case may be and a Customer which is a Hire Purchase Agreement, Conditional Sale Agreement, Rental Agreement or Credit Agreement.

Block Discounting Agreement means each single agreement constituted by the Master Agreement as supplemented or varied by the Letter

Conditional Sale Agreement has the meaning ascribed to the term in the Consumer Credit Act 1974.

Credit Agreement means an agreement whereby one person provides another with credit of any amount to finance the supply of goods and services and includes a negotiable instrument and for the purpose of this definition "credit" includes a cash loan and any other form of financial accommodation.

Credit Sale Agreement has the meaning ascribed to the term in the Consumer Credit Act 1974.

Customer means any hirer, purchaser and/or debtor as the case may be named

MG01 - continuation page

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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

in any Agreement.

Equipment means, at any time, goods which are the subject of any Agreement, the Receivable in respect of which is, at such time, a Purchased Receivable.

Hire Purchase Agreement has the meaning ascribed to the term in the Consumer Credit Act 1974

Letter means a letter as amended from time to time from the Bank to the Chargor countersigned by the Chargor.

Master Agreement means the block discounting master agreement between the Chargor and the Bank dated 14 April 2011.

Purchased Receivable means a Receivable purchased or purported to be purchased by the Bank pursuant to the Master Agreement, including without limitation any Receivable which replaces a Purchased Receivable pursuant to clause 7.1 2 of the Master Agreement.

Receivable means (unless otherwise agreed in writing by the parties), at any given time, all the right, title and interest of the Chargor in and to any Agreement, and all rights of the Chargor under any Security Agreement and all liens, reservations of title, right of tracing and other rights enabling the Chargor to enforce any such debts or claims.

Rental Agreement means an agreement for the bailment or (in Scotland) the hiring of goods which is not a Hire Purchase Agreement

Security Agreement means any guarantee, indemnity or other security relating to the Customer's obligations under an Agreement.

Termination Event means any of the events referred to in clause 11.1 of the Master Agreement

Unassigned Debts means, at any time, all Receivables purchased or purported to be purchased under the Block Discounting Agreement not assigned to the Bank by way of sale including the full benefit of all Security Agreements relating thereto and all liens, reservations of title, right of tracing and other rights enabling the Chargor to enforce any such debts or claims.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3151043
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE DATED 14 APRIL 2011
AND CREATED BY AZULE LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CONISTER BANK 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 15 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES