

MG01

Particulars of a mortgage or charge



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

MONDAY



A07 22/03/2010 138  
COMPANIES HOUSE

1

**Company details**

Company number

0 4 0 9 0 2 1 8

✓ Company name in full BMB GROUP LIMITED ("CHARGOR")

1 0

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 d0 m0 m3 y2 y0 y1 y0

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'

9. Description

Debenture dated 10 March 2010 ("Debenture") made between (1) the Chargor  
and (2) GMAC Commercial Finance Limited ("GMAC CF")

4

**Amount secured**

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

Amount secured

51994/120146/28728084 1  
All moneys and liabilities which now are or which  
at any time hereafter may be due owing or incurred  
by the Chargor to GMAC CF on any account or in any  
manner whatever whether actual or contingent upon  
the happening of any event together with interest  
on the money so due (whether before or after any  
judgement which may be recovered therefor) to the  
date of actual payment of the Indebtedness upon  
such days in each year as GMAC CF shall from time  
to time fix at the rates agreed between GMAC CF and  
the Chargor from time to time and including without  
limitation commission and other banking charges and  
all legal and other costs charges expenses and  
other payments incurred by GMAC CF in relation to  
the Debenture or in enforcing the security thereby  
created (on a full and unqualified indemnity basis)  
("Indebtedness")

**Continuation page**

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

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## 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 ☒ GMAC Commercial Finance Limited

Address Sovereign House, Church Street,  
Brighton

Postcode B N 1 1 S 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

(a) The Chargor with full title guarantee pursuant to the Debenture charged with the repayment to GMAC CF of the Indebtedness and so that the charges thereby created shall be a continuing security

(1) by way of first legal mortgage the freehold and/or leasehold properties of the Chargor specified in Part I of Schedule 1 to the Debenture (more particularly described at Note 5 below), the proceeds of sale of that property, the benefit of any covenants and rights attaching to that property and all fixtures (including trade and tenant's fixtures) and fixed plant and machinery which are at any time on or attached to the property,

(ii) by way of first fixed charge all other (if any) freehold and leasehold property of the Chargor both present and future, the proceeds of sale of that property, the benefit of any covenants and rights attaching to that property and all fixtures (including trade and tenant's fixtures) and fixed plant and machinery which are at any time on or attached to the property;

(iii) by way of first fixed charge all book debts both present and future now or hereafter due or owing to the Chargor (except those vesting in GMAC CF under the Facilities Documents) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation of proprietary rights tracing and unpaid vendors liens and all other similar and associated rights;

(iv) by way of first fixed charge all other monetary debts and claims both present and future and all money standing to the credit of bank accounts and the debts represented by the balances on such accounts (including things in action which give rise or may give rise to a debt or debts) now or hereafter due or owing to the Chargor and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in paragraph (iii) aforesaid,

Continued

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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

Nil

### 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 866)

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 870). 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 DLA Piper UK 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 Beth Walker

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country UK

DX DX 12017 LEEDS

Telephone 0113 369 2859



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)**

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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

(v) By way of first fixed charge the Equipment,

(vi) By way of first fixed charge

(aa) all stocks shares and other interest including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Chargor both present and future of the Chargor in (and from) any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Chargor, and

(bb) the full benefit of all future stocks shares and securities owned (at law or in equity) by the Chargor which or the certificates of which are now or may be lodged with GMAC CF or held by GMAC CF or its agents or transferred to or registered in the name of GMAC CF or its agents or their respective nominees, and

(cc) all rights in respect of or incidental to the property described at subparagraphs (aa) and (bb) above, and

(dd) all stocks shares rights moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, consolidation, exchange, return of capital or otherwise to or in respect of any of the property described in this paragraph (vi) including all dividends interest and other income payable in connection therewith,

(vii) by way of first fixed charge all policies of insurance in which the Chargor has an interest (particularly in respect of the Equipment, as well as all other assets charged under the Debenture) including the benefit of any claim to proceeds of such insurances and the right to return of any premium in relation to such insurances,

(viii) by way of first fixed charge all rights held by the Chargor in respect of any letters of credit issued in its favour and any bills of exchange and other negotiable instruments held by it,

(ix) by way of first fixed charge all know-how, patents, trademarks, designs, business names or similar rights, copyrights or other intellectual property monopoly rights and any licence or other interest in any such rights,

(x) by way of first fixed charge the goodwill and the uncalled capital of the Chargor both present and future, and

(xi) by way of first floating charge the undertaking and all the property and assets of the Chargor both present and future including (without prejudice to the generality) heritable property and all other property and assets in Scotland and the property described in paragraphs (i) to (x) inclusive if and insofar as the charges thereon or on any part or parts thereof shall for any reason be ineffective as fixed charges Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

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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

#### Note 1 - Restrictive Covenants

The Chargor shall not without first obtaining the written consent of GMAC CF

(1) create or attempt to create or permit to arise or continue any right in security, mortgage, debenture, charge or lien, rights of set-off, arrangements for retention of title of goods, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever or any agreement to create any of the same, (except the encumbrances (if any) specified in Part II of Schedule 1 of the Debenture and except a lien affecting chattels of the Chargor arising by operation of law in the ordinary course of business) ranking in priority to or pari passu with the charges hereby created,

(11) sell, assign, lease, license or sub-license, or grant any interest in, any of the property or assets described in paragraph (a) above, or part with possession or ownership of them, or purport or agree to do so or deal with the same in any way otherwise than (in relation only to the assets described in paragraphs (a)(111) and (a)(1v) above in accordance with clause 10(m) of the Debenture,

(111) lease, sub-lease, hire, lend or otherwise part with the possession or operational control of all or any of the Equipment except for the letting on hire of Equipment by the Chargor in the ordinary course of business and in the ordinary course of maintenance of the Equipment For the avoidance of doubt, the Chargor shall not enter into any hire purchase, lease purchase or conditional sale or similar agreements in respect of the Equipment,

(1v) do or permit to be done any act or thing which might jeopardise the rights of GMAC CF in the Equipment or any part thereof and will not omit or allow the omission of any act which might prevent the rights of GMAC CF in the Equipment or any part thereof from being exercised In particular, the Chargor covenants that it shall obtain and effect and keep effective all permissions, licences and permits which may from time to time be required in connection with the Equipment,

(v) dispose of any Equipment, fixed plant or machinery,

(v1) register any person or cause or permit any person to be registered under the Land Registration Acts 1925 to 1988 or any statutory modification or re-enactment thereof as the proprietor of or entitled to any interest in any of the heritable, freehold or leasehold properties of the Chargor for the time being and any costs of entering a caution against such registration shall be deemed to be costs properly incurred hereunder by GMAC CF,

(v11) grant or agree to grant any lease or tenancy of the heritable, freehold or leasehold properties of the Chargor for the time being or any part thereof or accept or agree to accept any surrender of any lease or tenancy thereof or part with possession of the same or confer any licence

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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

right or interest to occupy the same or do or suffer to be done any act or thing whereby any lease held by the Chargor of the leasehold properties for the time being may become liable to forfeiture or otherwise be determined,

(viii) sell or otherwise dispose of the whole or any substantial part of its undertaking or assets both present and future and will not dispose of the property, undertaking and / or assets of the Chargor the subject of the floating charge hereby created otherwise than at market value and in the ordinary course of the Chargor's business and will not purchase or otherwise acquire any part of the share capital of another company or any mortgage debenture or other security or obligation of any other company or person, and

(ix) agree to the renewal of any lease or tenancy of any premises occupied by the Chargor on terms which include an increase or decrease in the rent or other periodical payment now payable thereunder nor agree to the renewal of any lease or tenancy of premises occupied by a lessee or tenant of the Chargor

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

**Note 2 - Power of Attorney**

The Debenture contains a power of attorney in favour of GMAC CF and the persons deriving title under GMAC CF and any Receiver.

**Note 3 - Receiver**

The Debenture contains power to (i) appoint or apply for the appointment of any person who is appropriately qualified as an administrator of the Chargor or (ii) appoint any person or persons to be a Receiver of the property charged by the Debenture or any part thereof



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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	<p><b>Note 4 - Definitions</b></p> <p>In this form MG01, the following terms have the following meanings</p> <p><b>"Equipment"</b> means the equipment (with full title guarantee) listed in Schedule 2 of the Debenture (more particularly described at Note 5 below) together with any replacements or substitutes for such equipment (together with all insurances, policies and contracts of insurance pertaining to them),</p> <p><b>"Facilities Documents"</b> means all agreements (whether oral or in writing) between GMAC CF and the Chargor whether or not any other person is also a party thereto and whether made before or after the date of this Debenture;</p> <p><b>"Receiver"</b> means any receiver, receivers, receiver and manager or receivers and managers</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

**Note 5 - Schedules to the Debenture**

#### **SCHEDULE 1**

##### **Part I**

**(Particulars of Property)**

None specified

#### **SCHEDULE 2**

**(The Equipment)**

None specified



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

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

COMPANY NO. 4090218  
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 MARCH  
2010 AND CREATED BY BMB GROUP LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO GMAC COMMERCIAL 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 22 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2010

*OK. Seb.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES