

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

X **What this form is NOT for**  
You cannot use this form to re-  
register particulars of a charge for a Sc  
company. To do this, please use  
form MG01s

SATURDAY



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A13

11/08/2012

#330

COMPANIES HOUSE

**1 Company details**

Company number 0 4 1 9 4 1 5 2

Company name in full Macob Exchange Limited (the "Company")

3 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 0 7 0 8 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 Debenture

**4 Amount secured**

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

Amount secured All monies and liabilities (whether actual or contingent and whether  
as principal or surety) from time to time, owing or incurred by the  
Company to Julian Hodge Bank Limited (the "Secured Liabilities")

**Continuation page**

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

RE-SCAN

16/8/12 036

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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 Julian Hodge Bank Limited (the "Bank")

Address 31 Windsor Place, Cardiff,

Postcode C F 1 0 3 U R

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

- 1 **Charge**
  - 1 1 The Company charges with full title guarantee and as a continuing security for the Secured Liabilities
    - 1 1 1 by way of legal mortgage any freehold, leasehold or other immovable property referred to in the Schedule of the Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time on any such property and the proceeds of sale of any such property,
    - 1 1 2 by way of fixed charge
      - 1 1 2 1 all other freehold leasehold and other immovable property now or in the future belonging or charged to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time on any such property and the proceeds of any such property,
      - 1 1 2 2 all plant and machinery, computers, office and other equipment now or in the future belonging to the Company and the full benefit of any warranties or maintenance contracts for any of the same,
      - 1 1 2 3 all book debts and other debts now or in the future due or owing to the Company,

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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

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).

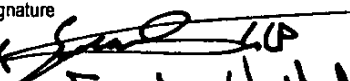
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  LP  
For and on behalf of the Bank

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 MD 6731 130

Company name Geldards LLP

Address Dumfries House

Dumfries Place

Post town Cardiff

County/Region

Postcode C F 1 0 3 Z F

Country

DX 33001 Cardiff 1

Telephone 029 2023 8239



### 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)

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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	1 1 2 4	all stocks, shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving from such assets,
	1 1 2 5	the goodwill of the Company and its uncalled capital for the time being,
	1 1 2 6	the benefit of any licences and all patents, patent applications, inventions, trade marks, service marks, designs and trade names, copyright, knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving from such assets now or in the future belonging to the Company,
	1 1 3	by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage or fixed charge by the Debenture
	1 2	The Bank may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such property and assets as are specified by such notice The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Bank, automatically and without notice immediately be converted into a fixed charge in the event that the Company shall create or permit to subsist any mortgage, charge, pledge, lien or other security interest other than the Debenture or if any person takes any step to levy any distress, attachment, execution or other legal process against any of the property or assets
	1 3	The security created by the Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Bank may from time to time hold for the Secured Liabilities No prior security held by the Bank over the property charged by the Debenture or any part of it shall merge in the security created by the Debenture which will remain in full force and effect as a continuing security until discharged by the Bank
	<b>2. Restrictions on Dealing</b>	
	2 1	The Company shall not without the prior written consent of the Bank
	2 1 1	create or permit to subsist any mortgage, charge, pledge, lien (other than a lien arising by operation of law) or other security interest on any of its property and assets other than this Debenture or otherwise in favour of the Bank,
	2 1 2	sell, transfer, lease, lend or otherwise dispose of its property or (other than assets which are subject to the floating charge and where such disposal in the normal course of trading and are not less than market value) of its assets or enter into any agreement or grant any option for any sale, transfer, lease, loan or other

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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

disposal, or

2 1 3 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 but the Bank and any receiver appointed by the Bank may grant or accept surrenders of leases without restriction, or

2 1 4 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same



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

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

**COMPANY NO. 4194152  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 AUGUST  
2012 AND CREATED BY MACOB EXCHANGE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO JULIAN HODGE LIMITED ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 11 AUGUST  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2012

THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 22/08/12

DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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

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

**COMPANY NO. 4194152  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 AUGUST  
2012 AND CREATED BY MACOB EXCHANGE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO JULIAN HODGE BANK LIMITED ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 11  
AUGUST 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2012**



*Companies House*  
— for the record —



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