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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	
Name	Dean Hoyle ✓
Address	14 Park Drive West Mirfield, West Yorkshire
Postcode	W F 1 4 9 N Q
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
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Continuation page

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

Short particulars

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95

1 1 All Security created by the Company as set out in clauses 1 2 to 1 5 inclusive is

1 1 1 a continuing security for the payment and discharge of the Secured Obligations,

1 1 2 granted with full title guarantee, and

1 1 3 granted in respect of all the right, title and interest (if any), present and future in and to the relevant Secured Asset

1 2 The Company charges by way of first legal mortgage

1 2 1 the Properties,

1 2 2 all other interests and estates in freehold, leasehold or commonhold property,

and, in each case, all Premises and Fixtures on such property for the time being

1 3 The Company charges by first fixed charge other than specific assets effectively charged by way of legal mortgage as set out in clause 1 2,

1 3 1 all other interests and estate in any freehold, leasehold or commonhold property,

1 3 2 the proceeds of sale of its Secured Assets and all licences to enter on or use any Secured Property,


1 3 3 the benefit of all other agreements, instruments and rights relating to the Secured Assets,

1 3 4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together "Chattels") present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,

(continued)

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>N11</p>	
8	Delivery of instrument <p>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)</p> <p>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)</p>	
9	Signature <p>Please sign the form here</p> <p>Signature</p> <p>✕  ✕</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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
AJC/HOY28/7

Company name
Gordons LLP

Address
Riverside West

Whitehall Road

Leeds

Post town
West Yorkshire

County/Region

Postcode
LS1 4AW

Country

DX
DX729680 - Leeds 68

Telephone
01132270100



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 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

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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>1 3 5 all book and other debts due to the Company and their proceeds (both collected and uncollected) (together "Debts") and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),</p> <p>1 3 6 all moneys from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person (each an "Account"),</p> <p>1 3 7 all its Intellectual Property,</p> <p>1 3 8 all its goodwill and uncalled capital,</p> <p>1 3 9 the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>1 3 10 all insurance policies present and future in which it has an interest</p> <p>1 4 The Company charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge as set out in clauses 1 1, 1 2, or 1 3</p> <p>1 5 The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under the Debenture</p> <p>1 6 The Lender may at any time by notice in writing to the Company convert the floating charge set out in clause 1 4 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <p>1 6 1 an Event of Default is continuing, or</p> <p>1 6 2 in the opinion of the Lender that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</p> <p>1 7 If</p> <p>1 7 1 the Company creates or attempts to create any Security over any of its Floating Charge Assets (unless the creation of such Security is permitted in writing by the Lender),</p> <p>1 7 2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</p> <p>1 7 3 any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company,</p> <p>the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 1 7 3, over all of the Floating Charge Assets</p> <p>(continued)</p>	

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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>1 8 Where the Company is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not cause the floating charge created by the Debenture to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Company</p> <p>2</p> <p>2 1 The Security constituted by the Debenture shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Company or any other person of the whole or any part of the Secured Obligations</p> <p>2 2 The Security constituted by the Debenture</p> <p>2 2 1 is in addition to any other Security which the Lender may hold at any time for the Secured Obligations (or any of them), and</p> <p>2 2 2 may be enforced without first having recourse to any other rights of the Lender</p> <p>3 1 The Company shall not create or permit to subsist any Security over any of its assets</p> <p>3 2 The Company shall not</p> <p>3 2 1 sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p>3 2 2 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>3 2 3 enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>3 3 Clauses 3 1 and 3 2 do not apply to any Security or arrangement which arises under any retention of title, hire purchase or other Security arising in the ordinary course of trading on the suppliers standard or usual terms of trade with the Company</p> <p>(continued)</p>	

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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	<p><u>Definitions</u></p> <p>"Accounting Principles" means generally accepted accounting principles in the United Kingdom</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London</p> <p>"Debts" has the meaning given to it in clause 1 3 5</p> <p>"Fixtures" means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on the Secured Property</p> <p>"Floating Charge Assets" means all the assets and undertaking from time to time subject to the floating charge as set out in clause 1 5</p> <p>"Insurance Policies" means, in respect of the Company, all policies of insurance present and future in which it has an interest</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered</p> <p>(b) the benefit of all applications and rights to use such assets of the Company</p> <p>"Premises" means any building on a Secured Property</p> <p>"Properties" mean the property listed in Schedule 1 (Properties)</p> <p>"Secured Assets" means, in respect of the Company, all of its assets and undertaking the subject of any Security created by or under the Debenture in favour of the Lender</p> <p>"Secured Property" means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to a Security created by or under the Debenture</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p style="text-align: center;">THE SCHEDULE PROPERTIES</p> <p style="text-align: center;">THIS SCHEDULE IS BLANK</p>	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4201151
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 JUNE 2010
AND CREATED BY GRAINGER GAMES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO DEAN HOYLE ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 16 JUNE 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JUNE 2010



Companies House
— for the record —



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