

MG01

Particulars of a mortgage or charge



127654/13

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 NO

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

TUESDAY



LD5

LV3APGEC

05/01/2010

393

COMPANIES HOUSE

1

Company details

Company number 0 4 9 6 9 8 1 9

Company name in full WINWICK 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 21 12 2009

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 (the "Debenture")

4

Amount secured

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

Amount secured

All monies and liabilities now or at any time in the future due, occurring or incurred by the Debtor to the Bank on any account, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses.

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 INVESTEC BANK PLC ("Bank")

Address 2 Gresham Street, London

Postcode E C 2 V 7 Q 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

1. By way of legal mortgage any freehold or leasehold or other immovable property now vested in the Chargor (including without limitation the property(ies) specified in the schedule below) together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof;

2. By way of fixed charge:

2.1 all other freehold or leasehold and other immovable property at any time in the future belonging or charged to the Chargor together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof;

2.2 all plant and machinery, computers, office and other equipment now or in the future belonging to the Chargor and the benefit of any warranties or maintenance contracts for any of the same;

2.3 all stocks, shares, bonds and other securities now or in the future belonging to the Chargor together with all dividends and other rights deriving therefrom;

2.4 the goodwill of the Chargor and its uncalled capital for the time being;
and

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

2.5 the benefit of any licences and all patents, patent applications, inventions, trade marks, service marks, designs, trade names, copyright, knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Chargor.

3. By way of floating charge the whole of the Chargor'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.

NOTES:

1. The Debenture contains a provision that the Bank may convert the floating charge at any time by notice in writing to the Chargor 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 of the 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 Chargor 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.

2. The Debenture contains a provision that the Chargor shall not without the prior written consent of the Bank:

2.1 create or permit to subsist any mortgage, charge, pledge, lien (other than in favour of the Bank) or other security interest on any of its assets other than the Debenture;

2.2 sell, transfer or otherwise dispose of or deal with any of the property or assets which are charged by way of legal mortgage or fixed charge under the Debenture or enter into any agreement or grant any option for any such sale, transfer or other disposal or dealing;

2.3 sell, transfer or otherwise dispose of or deal with any of the assets which are charged by way of floating charge under the Debenture other than disposals for full market value in the ordinary course of business;

2.4 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 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture and being an agent of the Chargor and the Bank may grant or accept surrenders of leases without restriction; or

2.5 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 Chargor except for the purpose of effecting repairs or replacing the same.

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

3. The Debenture contains a provision that the Chargor shall at its own cost whenever requested by the Bank immediately execute and sign all such deeds and documents and do all such things as the Bank may require for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the monies and liabilities secured by the Debenture or to facilitate the realisation of the property and assets charged by the Debenture or the exercise of any rights vested in the Bank or any Receiver.
4. The Debenture contains a provision that the Bank may at any time after the Debenture has become enforceable and without notice to the Chargor combine or consolidate all or any of the Chargor's and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor.
5. The Debenture contains or incorporates the following definitions:
- Bank** means INVESTEC BANK PLC including its successors and assigns
- Chargor** means Winwick Limited (registered number 04969819) whose registered office is at 2nd Floor Muskens Building, 1 Stanley Street, Liverpool, Merseyside L1 6AA in its own capacity and in its capacity as a general partner of the Debtor
- Debtor** means The Winwick Partnership (a limited partnership established under the laws of England with registered number LP009364 whose registered office/address is at The Edge, Clowes Street, Manchester M3 5NB

Schedule

N/A.

MG01

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

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 Benwin Leighton Paisner LLP 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 Amandine Proux

Company name Berwin Leighton Paisner LLP

Address Adelaide House, London Bridge,

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4969819
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
DECEMBER 2009 AND CREATED BY WINWICK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
DEBTOR TO INVESTEC BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 5 JANUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2010

Dt
38



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES