

# MG01

## Particulars of a mortgage or charge

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Oyez

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

THURSDAY



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26/07/2012

#57

COMPANIES HOUSE

For official use

**1**

### Company details

Company number

0 5 8 7 3 2 8 7

Company name in full

Allmakes 4 x 4 Limited (the "**Company**")

6

**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

2 0 7 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 (the "**Debenture**")

**4**

### Amount secured

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

Amount secured

04  
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All the Company's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) including:

(a) interest at the same rate as the discounting charge charged by the Lender to the Company, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Lender.

(b) any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:

(i) the property charged by clause 2 of the Debenture, and  
(ii) taking, perfecting, protecting, enforcing or exercising any power under the Debenture

(together the "**Obligations**")

#### 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	
Name	/ RBS Invoice Finance Limited (the "Lender")
Address	Smith House, PO Box 50 Elmwood Avenue, Feltham, Middlesex
Postcode	T W 1 3 7 Q D
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

91  
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Pursuant to Clause 2 of the Debenture, the Company, as a continuing security for its Obligations and with full title guarantee gave to the Lender:

- (a) a fixed charge over the following property of the Company, owned now or in the future
  - (i) all Land vested in or charged to the Company, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land
  - (ii) all plant and machinery, including any associated warranties and maintenance contracts
  - (iii) all the goodwill of the Company's business
  - (iv) any uncalled capital
  - (v) all stock, shares and other securities held by the Company at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.
  - (vi) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
  - (vii) the benefit of any hedging arrangements, futures transactions or treasury instruments
  - (viii) a floating charge over all the other property, assets and rights of the Company owned now or in the future which are not subject to an effective fixed charge under the Debenture or under any other security held by the Lender.

*Continued*

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
<b>8</b>	<b>Delivery of instrument</b>	
	<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 870)</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 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)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	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

Charlotte Walker (CWA/0985907)

Company name

Osborne Clarke

Address

2 Temple Back East

Temple Quay

Post town

Bristol

County/Region

Postcode

B S 1 6 E G

Country

UK

DX

DX 7818 Bristol

Telephone

0117 917 3534



### 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)

# 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

Pursuant to Clause 11 of the Debenture, the Company agreed that the Debenture is in addition to any other security for the Company's Obligations held by the Lender now or in the future. The Lender may consolidate the Debenture with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Lender's other rights

Pursuant to Clause 11 2 of the Debenture the Company agreed that it will, on request, execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under the Debenture.

Pursuant to Clause 12 of the Debenture, to give effect to the Debenture and secure the exercise of any of its powers, the Company irrevocably appointed the Lender, and separately any receiver, to be the Lender's attorney (with full power of substitution and delegation), in the Lender's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

### Definitions

"**Land**" means any heritable, freehold or leasehold land

"**Subsidiary**" means an entity controlled, directly or indirectly, by the Company or by a Subsidiary of the Company. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.



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

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

**COMPANY NO. 5873287  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 JULY 2012  
AND CREATED BY ALLMAKES 4 X 4 LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO RBS INVOICE 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 26 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2012

DX



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES