

# MG01

## Particulars of a mortgage or charge



163759/13

### 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 NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

TUESDAY



A09 01/03/2011 230  
COMPANIES HOUSE  
For official use

### 1 Company details

Company number 0 6 0 0 2 3 4 5

Company name in full TCR COMPANY B LIMITED (the "Mortgagor")

→ **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 2 3 0 2 2 0 1 1

### 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 which now are or shall at any time hereafter  
be due owing or incurred to the Bank by the Mortgagor and/or any  
Obligor including without limitation under any Financing Document  
whether actually or contingently and whether presently or in the future  
and whether solely or jointly with any other person and whether as  
principal or surety or in any way whatsoever, together with, on a full  
and unlimited indemnity basis, all costs, charges, losses, expenses  
and other sums from time to time expended paid or incurred by or on  
behalf of the Bank or any Receiver in relation to the Debenture as  
fully set out in clause 17 of the Debenture and interest to the date of  
discharge on all sums payable and liabilities to be discharged under  
any of the provisions of the Debenture (the "Secured Amounts")

#### 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 **CLYDESDALE BANK PLC (the "Bank")**Address **30 St Vincent Place**Postcode **G 1 2 H L**

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

The Mortgagor with full title guarantee charges in favour of the Bank as a continuing security for the Secured Amounts -

1 by way of legal mortgage -

1 1 all the freehold or leasehold property as may be specified in the Schedule to the Debenture,

1 2 all other freehold and leasehold property now vested in the Mortgagor

2 by way of first fixed charge -

2 1 all freehold and leasehold property hereafter acquired by the Mortgagor,

2 2 all freehold and leasehold property now or in the future beneficially owned by but not vested in the Mortgagor,

2 3 all the plant, machinery and fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Mortgagor,

2 4 all shares stocks and other securities held by the Mortgagor from time to time and any rights to the acquisition of any such shares, stocks or securities,

2 5 all rights and interest of the Mortgagor in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Mortgagor,

2 6 all uncalled capital and goodwill for the time being of the Mortgagor,

Please see continuation sheet

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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 *Jacqueline Curran* (Solicitor for the Mortgage) 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 Jacqueline Curran

Company name Kennedys Law LLP

Address 25 Fenchurch Avenue

Post town London

County/Region

Postcode 

E	C	3	M	5	A	D
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Country UK

DX 766 LONDON CITY

Telephone 020 7667 9074



### 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	<p>2 7 all patents, patent applications, trade marks, trade names, registered designs, copyrights, licences and similar rights for the time being of the Mortgagor and all present or future agreements relating to the use by the Mortgagor of any intellectual property rights and all present or future agreements under which the Mortgagor is entitled to the payment of any royalty fee or similar income, and</p> <p>2 8 all book debts and other debts now and from time to time hereafter due owing or incurred to the Mortgagor</p> <p>3 by way of floating charge all the property assets and undertaking of the Mortgagor both present and future not subject to a fixed charge under the Debenture including (without limitation) any immoveable property of the Mortgagor situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in Clause 2</p> <p>4 The Bank may at any time and from time to time by notice in writing to the Mortgagor convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a Receiver thereof in accordance with the provisions of the Debenture This provision shall not preclude the floating charge from becoming fixed in any of the events in which under the Debenture or under the general law it would do so This paragraph 4 does not apply to any Charged Assets situated in Scotland</p> <p>5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture</p>	



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

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

**COMPANY NO. 6002345  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 23  
FEBRUARY 2011 AND CREATED BY TCR COMPANY B LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY AND/OR ANY OBLIGOR TO CLYDESDALE  
BANK PLC 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  
1 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MARCH 2011**

2



*Companies House*  
— for the record —



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