

205014/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 for
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particulars of a mortgage or charge
in England and Wales or Northern
Ireland

FRIDAY



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08/06/2012

#375

COMPANIES HOUSE

ase
uk

1 Company details

Company number 06278709

Company name in full THE LEWIS - MANNING TRUST

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 01/06/2012

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 Mortgage Debenture

4 Amount secured

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

Amount secured

Pursuant to clause 1 of the Debenture the Borrower has covenanted
that when the same shall be or become due or, in the absence of any
specified due date, it will pay and discharge to the Bank on demand
all moneys obligations and liabilities whether principal interest or
otherwise which may at the date of the Debenture or at any time in
the future be due owing or incurred by the Borrower to the Bank
whether actual or contingent and whether alone severally or jointly as
principal guarantor surety or otherwise and in whatever name or style
and whether on any current or other account or in any other manner
together with interest charges and other expenses so that interest
shall be calculated and compounded as may be agreed from time to
time between the parties or,

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>if not agreed, in accordance with the usual practice of the Bank from time to time as well after as before any demand made or judgment obtained hereunder</p>	

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

The Charity Bank Limited (Registered Number 4330018)

Address

194 High Street, Tonbridge, Kent

Postcode

T N 9 1 B E

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 Pursuant to clause 2 of the Debenture

1.1 The Borrower with full title guarantee and as a continuing security has charged with the payment or discharge of all moneys obligations and liabilities thereby covenanted to be paid or discharged by the Borrower together with all costs and expenses incurred by the Bank in relation to the Debenture or the moneys obligations and liabilities thereby secured

(a) by way of first legal mortgage any freehold leasehold or other immovable property referred to in the Schedule to the Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof,

(b) by way of first fixed charge

(i) all other freehold leasehold and other immovable property at the date of the Debenture or in the future belonging or charged to the Borrower together with all buildings, trade and other fixtures fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof,

(ii) all plant and machinery computers office and other equipment at the date of the Debenture or in the future belonging to the Borrower and the full benefit of any warranties or maintenance contracts for any of the same,

(iii) all cash at bank, book debts and other debts including rents at the date of the Debenture or in the future due or owing to the Borrower,

(iv) all stocks shares and other securities at the date of the Debenture or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom,

(v) the goodwill of the Borrower and its uncalled capital for the time being,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="347 394 1031 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="339 456 1466 573">(vi) 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 therefrom at the date of the Debenture or in the future belonging to the Borrower,</p> <p data-bbox="339 602 1466 714">(c) by way of first floating charge the whole of the Borrower'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</p> <p data-bbox="339 743 1466 972">1 2 The Bank may convert the floating charge at any time by notice in writing to the Borrower 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 said 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 Borrower 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 said property or assets</p> <p data-bbox="339 1001 1466 1173">1 3 The security from time to time constituted by or pursuant to 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 or in respect of all or any part of the monies obligations and liabilities hereby secured 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 hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Bank</p> <p data-bbox="339 1202 1466 1256">2 Pursuant to clause 3 of the Debenture the Borrower has agreed that it shall not without the prior written consent of the Bank</p> <p data-bbox="339 1285 1466 1344">(a) 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 assets other than the Debenture,</p> <p data-bbox="339 1373 1466 1458">(b) sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal,</p> <p data-bbox="339 1487 1466 1715">(c) 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 administrator or receiver appointed under the Debenture and being an agent of the Borrower and the Bank may grant or accept surrenders of leases without restriction at any time after the Bank shall have demanded the payment or discharge of any of the moneys obligations and liabilities under the Debenture,</p> <p data-bbox="339 1744 1466 1830">(d) 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 Borrower except for the purpose of effecting repairs or replacing the same</p>

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 1 Pursuant to clause 4 of the Debenture the Borrower has agreed that it shall

(a) keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Bank free access at all times to view the state and condition thereof,

(b) insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Bank may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Bank noted upon all policies of such insurance or, if the Bank shall require, in the joint names of the Borrower and the Bank and will produce or deposit with the Bank all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances,

(c) subject to any rights of a lessor apply any insurance proceeds in making good the loss or damage or at the Bank's option in or towards the discharge of the monies obligations and liabilities secured by the Debenture,

(d) punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to the Debenture is held,

(e) deal with its book or other debts and all licence fees, royalties and other moneys deriving from its intellectual property in accordance with any directions from time to time given in writing by the Bank and in default of any subject to any such directions not release factor sell at discount charge assign or otherwise deal with such debts, licence fees, royalties or other monies otherwise than by getting in and paying the same into such account,

(f) subject to the rights of any prior mortgagee deposit with the Bank all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by the Debenture and all insurance policies,

(g) comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing,

(h) provide the Bank with all financial and other information with respect to the assets, liabilities and affairs of the Borrower and its subsidiaries and associated companies (if any) that the Bank may from time to time require

3 2 If the Borrower shall fail to satisfy the Bank that it has performed any of its obligations contained in clause 4 1 of the Debenture then the Bank may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Bank shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest (at a rate in accordance with the usual practice of the Bank as set out in clause 1 of the Debenture) from the date of payment to the date of reimbursement

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	<p>4 Pursuant to clause 6 of the Debenture</p> <p>4 1 The floating charge created by the Debenture is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by section 247 of and schedule 16 to the Enterprise Act 2002)</p> <p>4 2 At any time after the Debenture has become enforceable or if the Borrower so requests in writing the Bank may without further notice to the Borrower appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be an administrator (an "Administrator") or receiver (a "Receiver") of all or any part of the property charged by the Debenture and either at the time or appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Administrator or Receiver and appoint another or others in his or their place</p> <p>4 3 Any Administrator or Receiver shall be the agent of the Borrower which shall be solely responsible for his acts and defaults and the payment of his remuneration</p> <p>4 4 Any Administrator or Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagors mortgagees in possession (but without liability as such) receivers and administrators appointed under those Acts which in the case of joint Administrators or Receivers may be exercised either jointly or severally In addition, but without prejudice to the generality of the foregoing the Administrator or Receiver shall have power (in the name of the Borrower or otherwise and in such manner and on such terms and conditions as he shall think fit) to</p> <p>(a) take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings,</p> <p>(b) carry on or concur in carrying on the business of the Borrower and to raise money from the Bank or others on the security of any property charged by the Debenture,</p> <p>(c) purchase or acquire any land and purchase, acquire and grant any interest in or right over land,</p> <p>(d) sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by the Debenture and to carry any such transactions into effect,</p> <p>(e) sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed,</p> <p>(f) make any arrangement or compromise between the Borrower and any other person which he may think expedient,</p> <p>(g) make and effect all repairs improvement and insurances,</p> <p>(h) purchase materials tools equipment goods or supplies,</p> <p>(i) call up any uncalled capital of the Borrower with all the powers conferred by the Articles of Association of the Borrower in relation to calls,</p>	

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

(j) employ engage and appoint managers and other employees and professional advisers,

(k) do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by the Debenture and which he lawfully may or can do

5 Pursuant to clause 14 of the Debenture the Borrower has agreed that it 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 moneys obligations and liabilities secured by the Debenture or to facilitate the realisation of the property and assets mortgaged and charged by the Debenture or the exercise of any rights vested in the Bank or any Administrator or Receiver

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  X

This form must be signed by a person with an interest in the registration of the charge

MG01

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 Debbie Harmsworth

Company name The Charity Bank Limited

Address 194 High Street

Post town Tonbridge

County/Region Kent

Postcode T N 9 1 B E

Country

DX

Telephone 01732 774044



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. 6278709
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
1 JUNE 2012 AND CREATED BY THE LEWIS-MANNING TRUST
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE CHARITY BANK 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 8 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JUNE 2012

8



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES