

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

392711/221

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

FRIDAY



A14 *A188D41C* #175
04/05/2012
COMPANIES HOUSE

1

Company details

Company number

0 6 4 3 6 1 5 5

Company name in full

Continuum EBT Limited (the "Company")

1

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

02 06 20 04 20 12

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

4071
All present and future obligations and liabilities (including without
limitation all sums of principal, interest and expenses) whether actual
or contingent and whether owed solely or jointly and whether as
principal debtor, guarantor, cautioner, surety, indemnifier or
otherwise (or the equivalent in any other relevant jurisdiction) of the
Company to Clydesdale Bank PLC (trading as both Clydesdale Bank
and Yorkshire Bank) (company number SC001111) ("the Bank")
and in whatever manner and on any account ("the Secured
Liabilities").

Continuation page

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

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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

Address 30 St Vincent Place

Glasgow

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

1 Charge

Legal mortgages, fixed charges and floating charges (as detailed below) over, in aggregate the whole of the property, assets and rights (including uncalled capital) which are or may from time to time while the Debenture is in force be comprised in the property and undertaking of the Company ("the Charged Assets")

2 Charging Provisions

The Company as security for the due and punctual payment and performance of the Secured Liabilities and with full title guarantee has by the Debenture charged to the Bank

2 1 By way of legal mortgage all freehold and leasehold property described in the Schedule of the Debenture (if any)

2 2 By way of fixed charge

2 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 above) together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

2 2 2 all present and future interests of the Company in the proceeds of sale of any land and all present and future licences of the Company to enter upon or use land,

2 2 3 all rents receivable from any lease granted of any freehold or leasehold property by the Company,

2 2 4 all plant, machinery and other equipment legally and beneficially owned by the Company, whether now or in the future,

(continued)

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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 2 5 all stocks, shares and other securities owned (at law or in equity) by the Company now or in the future and all rights, money or property of a capital nature at any time accruing or offered in relation to them or derived from them,</p> <p>2 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by paragraph 2 2 5 above, whether by way of dividend, distribution, interest or otherwise,</p> <p>2 2 7 all rights and interest in and claims under all insurance or assurance contracts or policies now or in the future held by or for the benefit of the Company (including all money payable under them),</p> <p>2 2 8 all patents, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights and any other intellectual property rights, in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,</p> <p>2 2 9 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how,</p> <p>2 2 10 all present and future book debts of the Company and other monies due, owing, payable or incurred to the Company now or in the future,</p> <p>2 2 11 all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,</p> <p>2 2 12 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and</p> <p>2 2 13 the benefit of any interest rate or currency hedging instruments or other derivatives now or in the future entered into by the Company</p> <p>2 3 By way of floating charge all the Charged Assets not effectively and enforceably otherwise mortgaged or charged by paragraphs 2 1 and 2 2 above (including, without limitation, any heritable or leasehold property of the Company in Scotland and any Charged Assets in Scotland falling within any of the types mentioned in paragraph 2 2)</p> <p>2 4 Pursuant to the Debenture the Company shall</p> <p>2 4 1 get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with paragraph 2 4 2 below) upon trust for the Bank,</p> <p>2 4 2 pay into its account with the Bank (or as the Bank may direct) all money which it receives in respect of any Receivables, and</p> <p>2 4 3 if called upon to do so by the Bank execute a legal assignment of all or any of the Receivables to the Bank</p> <p><u>3 Negative Pledge</u></p> <p>Pursuant to the Debenture the Company has undertaken to the Bank that it will not</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

3 1 except for a Permitted Encumbrance create or allow to subsist any Encumbrance In the event that the Company creates any Encumbrance in breach of this prohibition, the Debenture shall rank in priority to that Encumbrance,

3 2 dispose of all or any of the Charged Assets or its interest in them otherwise than in the ordinary course of business

4 Power of Attorney

4 1 By way of the Debenture, the Company has irrevocably appointed the Bank and also as a separate appointment the Administrator and/or any Receiver severally its attorney and attorneys with full power to delegate for the Company and on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to the Debenture or any perfection, protection or enforcement action in connection therewith

4 2 The Company has ratified and confirmed and agreed to ratify and confirm immediately upon request by the Bank or the Administrator the actions of an attorney appointed under paragraph 4 1 above

5.Schedule

[Intentionally blank]

6. Definitions

"**Administrator**" means an administrator of the Company appointed pursuant to the Debenture, which expression shall, where necessary include any person substituted as administrator of the Company,

"**Encumbrance**" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security,

"**Fixed Charge Assets**" means any of the Charged Assets which are comprised within a mortgage or fixed charge created by paragraphs 2 1 or 2 2 above or any security created pursuant to paragraph 2 4 above,

"**Permitted Encumbrance**" means

- (a) a fixed security in favour of the Bank,
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Company, and
- (c) any Encumbrance consented to in writing by the Bank,

"**Receivables**" means all sums of money whether present or future, receivable by the Company which consist of or are derived from any Fixed Charge Assets,

"**Receiver**" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Charged Assets,

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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 870).

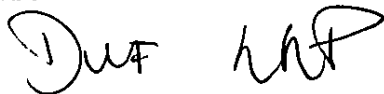
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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).

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

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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 **Claire Wright**

Company name **DWF LLP**

Address **1 Scott Place**

2 Hardman Street

Post town **Manchester**

County/Region

Postcode **M 3 3 A A**

Country

DX **DX 14313 Manchester**

Telephone **0161 603 5000**



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 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. 6436155
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 APRIL 2012
AND CREATED BY CONTINUUM EBT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO CLYDESDALE BANK PLC (TRADING AS BOTH
CLYDESDALE BANK AND YORKSHIRE BANK) ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 4
MAY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MAY 2012

OX



Companies House
— for the record —



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