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

FRIDAY



A13 *ADT66J71* 16/04/2010 48
COMPANIES HOUSE

1 Company details

Company number 0 7 0 9 4 8 7 7

Company name in full WORK-IT-WEAR LIMITED

For official use
→ **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 d 1 d 4 m 0 m 4 y 2 y 0 y 1 y 0

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 dated 14 April 2010 between (1) Company and (2) Michael Holden of Grisedale House, Threshfield, Skipton, BD23 5NT ("Lender")

4 Amount secured

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

Amount secured All the Company's present or future moneys, obligations, indebtedness or liability of any kind and in any currency to the Lender whether actual or contingent and whether owed jointly or severally, as principal or surety, or in any other capacity whatsoever and together with interest and any costs, charges and legal expenses charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce the Debenture or any other security (and its rights thereunder) held by the Lender from time to time ("Secured Liabilities")

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

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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	MICHAEL HOLDEN
Address	GRISEDAL HOUSE, THRESHFIELD, SKIPTON, NORTH YORKSHIRE
Postcode	B D 2 3 5 N T
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	<p>1 1 The Company with full title guarantee charged to the Lender as a continuing security for the payment or discharge of the Secured Liabilities -</p> <p>1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,</p> <p>1 1 2 by way of fixed charge -</p> <p>1 1 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 1 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,</p> <p>1 1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,</p> <p>1 1 2 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,</p> <p>1 1 2 4 all plant and machinery of the Company now or in the future attached to property which is referred to in paragraph 1 1 above,</p> <p>1 1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p> <p>1 1 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 referred to in paragraph 1 1 2 5 above, whether by way of dividend, distribution, interest or otherwise,</p> <p>1 1 2 7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to an Asset (defined below) being comprised within a mortgage, fixed charge or assignment by security created by the Debenture ("Fixed Charge Assets") (including all money payable under such contracts and policies),</p> <p>continued///</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	<p>1 1 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),</p> <p>1 1 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database 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>1 1 2 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 1 1 2 9 above but owned by others,</p> <p>1 1 2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,</p> <p>1 1 2 12 all present and future book debts of the Company,</p> <p>1 1 2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those referred to in paragraph 1 1 2 7 or 1 1 2 8 above or arising on fluctuating accounts with the Company or any of its subsidiaries (together "Group Companies"),</p> <p>1 1 2 14 the benefit of 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>1 1 2 15 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>1 1 2 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this paragraph 1 1,</p> <p>1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this paragraph 1</p> <p>1 2 The Company with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Lender (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)</p> <p>1 2 1 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and</p> <p>1 2 1 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any provision of the Debenture,</p> <p>1 3 To the extent that any such right, title and interest as is referred to in paragraph 1 2 is not assignable or capable of assignment, the assignment of it purported to be effected shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p> <p>continued///</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	<p>1 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Lender shall have priority over the floating charge created by the Debenture, except insofar as the Lender shall declare otherwise whether at or after the time of creation of such fixed security</p> <p>1 5 The Lender may at any time, by notice to the Company, immediately convert the floating charge referred to in paragraph 1 1 3 above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge -</p> <p>1 5 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge,</p> <p>1 5 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,</p> <p>1 5 3 in respect of all Assets referred to in paragraph 1 1 3 above if and when the Company ceases to carry on business or to be a going concern, and</p> <p>1 5 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company</p> <p>1 6 The Company will not without the prior written consent of the Lender -</p> <p>1 6 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Lender), or</p> <p>1 6 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal (as defined below)), or</p> <p>1 6 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p>1 7 The Company (at its own cost) will on demand in writing by the Lender execute and deliver in such form as the Lender may reasonably require -</p> <p>1 7 1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2 1 1 of the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture,</p> <p>1 7 2 a fixed security over the Company's heritable freehold, leasehold or other property,</p> <p>1 7 3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge referred to in paragraph 1 1 3 above,</p> <p>1 7 4 a chattel mortgage over such chattels, plant and machinery as the Lender may specify, and</p> <p>1 7 5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in paragraph 1 2 above,</p> <p>and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Lender may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Lender under the Debenture</p> <p>continued///</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	<p>1 8 The Company shall</p> <p>1 8 1 get in and realise all Receivables (as defined below) in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for the Lender, and</p> <p>1 8 2 if called upon to do so by the Lender execute a legal assignment of all or any of the Receivables to the Lender</p> <p>1 9 If the Lender releases, waives, or postpones his rights in respect of any Receivables to enable the Company to factor or discount them to any third party (the "factor"), the charges created by the Debenture shall in all other respects remain in full force and effect All amounts becoming due to the Company from the factor and any Receivables re-assigned, or due to be re-assigned to the Company, shall be subject to the relevant fixed charge created by the Debenture, subject only to any defences or rights of set-off which the factor may have against the Company,</p> <p>1 10 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture</p> <p>The following words or expressions have the following meanings -</p> <p>Assets the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company</p> <p>Permitted Disposal</p> <p>(a) the disposal of stock subject only to the floating charge referred to in paragraph 1 1 3 above on an arm's length basis in the ordinary course of trading,</p> <p>(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Lender and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company,</p> <p>(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Lender and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality</p> <p>Receivables means all sums of money now or in the future receivable by the Company which consist of or are derived from any Asset referred to in paragraphs 1 1 1, 1 1 2, 1 2 or 1 3 above or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to paragraph 1 7 above</p>

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7	Particulars as to commission, allowance or discount (if any)	
	<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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <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	None	
8	Delivery of instrument	
	<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 866).</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 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).</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Swilman</i> 15 April 2010 X</p>	
	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 **Emma Farry**

Company name **Shulmans LLP**

Address **120 Wellington Street**

Post town **Leeds**

County/Region **West Yorkshire**

Postcode **L S 1 4 L T**

Country **England**

DX **729700 Leeds 69**

Telephone **0113 2452833**



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. 7094877
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 APRIL 2010
AND CREATED BY WORK-IT-WEAR LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO MICHAEL HOLDEN ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 16 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2010



Dx well

