

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 Scottish company To do this, please use form MG01s

SATURDAY



A14

AD2PFJ8K

AD21755N
13/01/2010

COMPANIES HOUSE

27

1 Company details

Company number

0	7	1	1	8	9	6	9
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Company name in full

GREY BEAR LIMITED

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
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Date of creation

^d 1	^d 3	^m 0	^m 4	^y 2	^y 0	^y 1	^y 0
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3	Description
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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
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Please give us details of the amount secured by the mortgage or charge

Amount secured

ALL MONETARY AND OTHER LIABILITIES AND OBLIGATIONS AT THE TIME THE DEBENTURE WAS EXECUTED OR AT ANY TIME THEREAFTER OWED OR INCURRED (WHETHER SOLELY OR JOINTLY WITH ANY OTHER PERSON) BY THE COMPANY TO OR IN FAVOUR OF THE FACTOR, PRESENT OR FUTURE, ACTUAL OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, WHETHER ARISING IN OR BY CONTACT, TORT, RESTITUTION, ASSIGNMENT OR BREACH OF STATUTORY DUTY AND WHETHER ARISING UNDER THE AGREEMENT OR OTHERWISE (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

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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

ABSOLUTE INVOICE FINANCE LTD

Address

ST JAMES' HOUSE, 7 CHARLOTTE STREET

MANCHESTER

Postcode

M 1 4 D Z

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

Continuation page

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

Short particulars

To secure payment of the Obligations the Company charged with full title guarantee in favour of the Factor,

(1) By way of fixed charge and legal mortgage all freehold and leasehold property owned by the Company at the time the Debenture was executed, details of which are set out below,

(2) By way of fixed charge all the following assets owned by the Company, whether at the time the Debenture was executed or at any time during the continuance of this security

(i) all estates or interests in any freehold or leasehold property and all the fixed plant machinery and fixtures (including trade fixtures) in, on or attached to such property from time to time

(ii) all stocks, shares, bonds and other securities of any kind whatsoever

(iii) all goodwill, unpaid and/or uncalled capital of the Company

(iv) all the Intellectual Property

(v) all the Specified Debts

(vi) all the Other Debts

(3) by way of floating charge the Floating Assets

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture

The Company has agreed that it will not during the continuance of the Debenture (except with the Factor's prior written consent or as provided for in the Agreement)

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(1) create any mortgage, charge, pledge or other encumbrance or confer any lien (except in the ordinary course of business) in respect of the Charged Property or any part of it ranking in priority to or equally with the Debenture or to which the rights created by the Debenture would otherwise be made subject

(2) create any trust in relation to any part or the whole of the Charged Property or sell or part with possession of any part of the Charged Property

(3) sell, assign, discount, factor, compound or release any of the Specified Debts or Other Debts or do anything which may delay or impede the recovery of any of them

(4) do or cause or permit to be done anything which may prejudice the value of any of the Charged Property or the rights created by the Debenture in favour of the Factor

(5) enter into any leases agreement for leases or accept any surrender of leases or confer on any person firm or company any licence right or interest in any of the Charged Property

In this form M395, the following terms shall have the following meanings,

"Account Records" includes all books, records, ledgers, computer data and all documents in which all accounting entries are recorded relating to the Company's sales, purchases and any expenses howsoever relating to Debts, and all invoices, credit notes or other source documents and any other data or materials howsoever recorded relating in any way to the creation, performance, collection or enforcement of Debts,

"Agreement" means the factoring or discounting agreement entitled "invoice finance agreement" (incorporating the Factor's general conditions of invoice finance) constituted by the Company's acceptance of the Factor's offer letter dated 12 FEBRUARY 2010 2009 any agreement made supplemental to, in variation of or in substitution for such agreement,

"Associated Rights"

(i) all the Company's rights under a Supply Contract other than the Company's rights to any Goods ,

(ii) the benefit of all guarantees indemnities insurances and securities given to or held by the Company in respect of a Customer's obligations to the Company,

(iii) all cheques, bills of exchange and other instruments held by or available to the Company in relation to or in respect of any such obligation,

(iv) the right to possession of all Account Records,

(v) any Goods under a Supply Contract returned or rejected by the Customer or repossessed by the Company,


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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>(vi) the Factor's right to have the ownership of any other Goods the subject of a Supply Contract transferred to the Factor according to condition 3 5 of the Agreement,</p> <p>and any statutory interest,</p> <p>"Charged Property" means the subject matter of the mortgages and charges (or any, or any part of them, if the context so allows) created by clause 3 of the Debenture</p> <p>"Customer" means any person from whom a Debt is, or will become, owing to the Company,</p> <p>"Debt" means the amount or part of the amount of any obligation or indebtedness (including any tax or duty payable) incurred by a Customer under a Supply Contract and (where the context allows) its Associated Rights,</p> <p>"Floating Assets" means</p> <p>(i) the remainder of the Company's undertaking and all its property assets and rights whatsoever and wheresoever, both at the time of the debenture and thereafter, not the subject of the fixed charges</p> <p>(ii) the Specified Debts and the Other Debts to the extent only that the fixed shall for any reason be ineffective as a fixed charge</p> <p>"Intellectual Property" means all patents, designs, copyrights, design rights, trade marks and service marks, trade and business names, know-how, formulae, inventions, confidential information, trade secrets, computer software programs and systems and all fees, royalties and other rights relating thereto</p> <p>"Goods" means any goods or services the subject of a Supply Contract,</p> <p>"Other Debts" means all book and other debts at the time the Debenture was executed or thereafter owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any bank or financial institution, (including the interest of the Company in any receivables account but excluding any current account), and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time give in relation to, or to secure payment of, any such debt, together with all Associated Rights (for the purpose of that definition a "Supply Contract" shall mean a contract giving rise to such indebtedness) but "Other Debts" does not include the Specified Debts effectively charged by way of fixed charge,</p> <p>"Specified Debts" means any Debt (assigned or purported to be assigned to the Factor pursuant to the Agreement) which fails to vest absolutely and effectively in the Factor for any reason,</p> <p>"Supply Contract" means a contract for the supply of Goods by the Company giving rise to a Debt purchased by the Factor,</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	<div style="border: 1px solid black; padding: 5px;"> Signature <div style="display: flex; justify-content: space-between; align-items: center;"> X  X </div> </div>	
	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 **Caroline Jameson**

Company name **Absolute Invoice Finance Ltd**

Address **St James' House, 7 Charlotte Street**

Post town **Manchester**

County/Region **Greater Manchester**

Postcode **M 1 4 D Z**

Country **United Kingdom**

DX

Telephone **0161 238 5012**



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. 7118969
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 APRIL 2010
AND CREATED BY GREY BEAR LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ABSOLUTE INVOICE FINANCE LTD 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 17 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2010

MH PJ



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES