

260334/05

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge


iris
LASERFORM
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 on a
company. To do this, use
form MG01s

WEDNESDAY



A18

ABZ3WRIS

09/02/2011

COMPANIES HOUSE

34

se
uk**1****Company details**

Company number

0 7 3 9 8 6 5 2

Company name in full

Viewtone Trading Group Limited (the "Company")

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

d0 d1 m0 m2 y2 y0 y1 y1

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 (the "Debenture")

4**Amount secured**

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

Amount secured

As specified in the continuation pages to this form

Continuation page

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

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 Clydesdale Bank PLC (trading as Yorkshire Bank) (the "Bank")

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 As specified in the continuation pages to this form

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

N11

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 Eversheds LLP 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 Paul Castle

Company name Eversheds LLP

Address Bridgewater Place

Water Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 1 S D R

Country UK

DX DX 12027 Leeds - 27

Telephone 0845 498 4829



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

MG01 - continuation page

Particulars of a mortgage or charge

	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Short particulars	<p>1 The amount secured by the Debenture is all sums of money which the Company may at the date of the Debenture or at any time in the future owe to the Bank and all liabilities which the Company may at the date of the Debenture or at any time in the future owe to the Bank, including</p> <p>1 1 sums and liabilities due or owing by the Company alone and/or jointly with any other person,</p> <p>1 2 sums and liabilities owed as guarantor, indemnifier or security giver for any other person,</p> <p>1 3 sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank;</p> <p>1 4 sums and liabilities owed by the Company to another person the rights to which have been transferred to the Bank,</p> <p>1 5 sums and liabilities owed on current or any other account,</p> <p>1 6 Interest; and</p> <p>1 7 Costs,</p> <p>(the "Secured Obligations")</p> <p>Capitalised terms used in this form are defined in the Appendix to this form</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Security

- 1 As security for the payment and discharge of the Secured Obligations and all other sums and liabilities owed under the Debenture the Company with full title guarantee charged to the Bank
- 1.1 by way of legal mortgage the property (if any) particulars of which are set out in Box B of the Debenture (as described in Schedule 1 to this form), together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property,
- 1 2 by way of fixed charge all other (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property,
- 1 3 by way of fixed charge all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in Box C of the Debenture (as described in Schedule 2 to this form) together with the benefit of all relevant contracts, warranties and maintenance arrangements;
- 1 4 by way of fixed charge all other (if any) plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements,
- 1 5 by way of fixed charge the Debts;
- 1 6 by way of fixed charge the Bank Debts,
- 1 7 by way of fixed charge the goodwill and any uncalled capital of the Company both at the date of the Debenture and at any time in the future,
- 1 8 by way of fixed charge all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person at the date of the Debenture and at any time in the future together with all related dividends and other rights,
- 1.9 by way of fixed charge, all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company at the date of the Debenture and in the future,

- 1 10 by way of floating charge the Company's undertaking and all its property, assets and rights whatsoever at the date of the Debenture and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 3 1 1 to 3 1 9 (inclusive) of the Debenture (as described in paragraphs 1 1 to 1 9 above) but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to paragraphs 3.1 1 to 3 1 9 (inclusive) of the Debenture (as described in paragraphs 1 1 to 1 9 above)

Continuing nature of the security

- 2 The Debenture and the Company's liabilities under it will arise and continue regardless of whether or not
- 2 1 the Secured Obligations have from time to time increased or decreased or reduced to nil,
- 2 2 the Bank has made a previous demand or the Company has made a previous payment,
- 2 3 the Bank takes any security, guarantee or other similar obligation in relation to the Secured Obligations or, when taken, the same is unenforceable for any reason,
- 2 4 the Bank enforces or declines to enforce or releases or discharges or varies any security, guarantee or other similar obligation in relation to the Secured Obligations

Negative pledge

3. The Company agreed that it will not
- 3.1 without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any Encumbrance on or over, the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with paragraph 5 1 12 of the Debenture;
- 3 2 dispose of or extinguish or reduce any Bank Debt or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set off or any similar right) on or over the Bank Debts,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

3.3 create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over Charged Assets other than land) on or affecting the Charged Assets or any part of the Charged Assets; or

3 4 subject to the other provisions of the Debenture, dispose of the Charged Assets or any part of the Charged Assets or agree so to do except in the case of

3 4 1 stock-in-trade, which may, subject to the other provisions of the Debenture, be disposed of at full market value in the usual course of trading as at the date of the Debenture conducted and for the purpose of carrying on the Company's business, and

3 4 2 other Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and at full market value

Definitions

4 Capitalised terms used in this continuation page are defined in the Appendix to this form

Schedule 1 (Particulars of any freehold/leasehold property to be mortgaged pursuant to paragraphs 3.1.1 of the Debenture (as described in paragraph 1.1 of this form))

The Debenture does not specify any property relating to the Company

Schedule 2 (Particulars of any assets to be charged pursuant to paragraph 3.1.3 of the Debenture (as described at paragraph 1.3 of this form))

The Debenture does not specify any assets relating to the Company

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its continuation pages the following definitions apply

"**Bank**" has the meaning given in part 5 of this form.

"**Bank Debts**" means all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution other than those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture

"**Charged Assets**" means all the property, assets and rights of the Company described or referred to in paragraph 3.1 of the Debenture (as described at paragraph 11 of this form) and any part or parts of such property, assets and rights

"**Company**" has the meaning given on page 1 of this form

"**Costs**" means banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or any receiver under the Debenture, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time.

"**Debenture**" has the meaning given on page 1 of this form

"**Debts**" means the book and other debts at the date of the Debenture and from time to time due or owing to the Company other than

- (a) any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture,
- (b) any of those debts which are at the date of the Debenture or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank, and
- (c) Bank Debts

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Encumbrance" means any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind

"Floating Charge Assets" means the undertaking, property, assets and rights of the Company charged to the Bank under paragraph 3.1.10 of the Debenture (as described at paragraph 1.10 above)

"Interest" means interest at the applicable rate or rates agreed between the Company and the Bank from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank

"Secured Obligations" has the meaning given to it in the continuation page to part 4 of this form

Construction

In this form and its continuation pages the following definitions apply:

- 1 References to the **"Bank"** include any person who succeeds the Bank in business or to whom the rights the Bank has under the Debenture are transferred
- 2 References to "him" and "his" include "her, it" and "hers, its" where appropriate
- 3 References in the Debenture to any provision of any Act of Parliament or other piece of legislation include that provision as altered or up-dated whether before or after the date of the Debenture.
- 4 References in the Debenture to a person shall include references to an individual, a firm, a company, a corporation or an unincorporated body of persons



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7398652
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 FEBRUARY
2011 AND CREATED BY VIEWTONE TRADING GROUP LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CLYDESDALE BANK PLC (TRADING AS
YORKSHIRE BANK) 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 9 FEBRUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY
2011



Companies House
— for the record —

DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES