

# MG01

## Particulars of a mortgage or charge

084859/13 Oyez

### 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 a mortgage or charge in Scotland or Northern Ireland

MONDAY



LD3

\*L5OY1W4D\*

25/07/2011

105

COMPANIES HOUSE

For information, please visit the Companies House website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

For official use

1

### Company details

Company number 07418174

Company name in full TOMPKINS & MAY PARTNERSHIP LIMITED (previously named Tralong Investments Limited) (the "Chargor")

### 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 01/05/2007

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

Floating Charge and Assignment of Contracts dated 15 July 2011 (the "Charge Document") and made between (1) the Chargor and (2) John May (the "Chargee")

4

### Amount secured

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

Amount secured

All the Chargor's obligations and liabilities to the Chargee under or in connection with clause 4.1.2 of the Purchase Agreement including (without limitation) interest, fees and sums due in relation to costs and expenses (the "Liabilities")

Capitalised terms in this Form MG01 shall have the meaning as set out in the continuation sheets (Short Particulars)

Cont

### 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	
Name	John May
Address	13 Griffiths Road
	Wimbledon, London
Postcode	S W 1 9 1 S P
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

#### 1 UNDERTAKING TO PAY

The Chargor undertakes to pay all the Liabilities when due in accordance with the terms of the Purchase Agreement or, if the relevant terms do not specify a time for repayment, immediately on demand by the Chargee.

#### 2 SECURITY

##### 2 1 General

##### 2 1 1 All the security created under the Charge Document

- (a) is created in favour of the Chargee,
- (b) is security for the payment of all the Liabilities except for any Liabilities which, if secured by the Charge Document, would cause such security to be unlawful or prohibited by any applicable law, and
- (c) is

(1) other than in respect of the Business Contracts, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1989; or

(11) in respect of the Business Contracts, granted with such legal or beneficial title as the Chargor holds from time to time

##### 2 1 2 If the rights of the Chargor under a document cannot be charged or assigned without the consent of a party to that document.

- (a) the Chargor shall notify the Chargee promptly,
- (b) until the consent is obtained, the Charge Document will secure all amounts of any nature which the Chargor may now or in future receive under or in connection with that document but exclude rights under the document itself,
- (c) the Chargor shall use reasonable endeavours to obtain the consent of the relevant party to rights under that document being secured in accordance with the Charge Document, and
- (d) the Chargor shall promptly supply the Chargee with a copy of any consent obtained by it

Cont

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**2 2 Contracts**

The Chargor assigns absolutely, by way of security, subject to reassignment by the Chargee in accordance with clause 14 of the Charge Document all its rights in respect of the Contracts provided that if any of those rights are not effectively assigned by clause 4.2 of the Charge Document, the assignment shall instead operate as an assignment of all sums, of any nature, which the Chargor may derive from those rights

**2 3 Floating charge**

2.3 1 The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned under clause 4 of the Charge Document as referred to in paragraphs 2 1 to 2 3 above

2 3.2 The floating charge created by the Charge Document will automatically and immediately (without notice) convert into a fixed charge over all the Chargor's assets if:

- (a) an Event of Default has occurred,
- (b) the Chargor creates, or attempts to create, any Security over any of its assets or disposes or attempts to dispose of any of its assets other than as permitted by the Purchase Agreement or which is a Permitted Security,
- (c) the Chargee considers any Secured Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy,
- (d) an administrator is appointed in relation to the Chargor or the Chargee receives notice of any person's intention to appoint an administrator,
- (e) the members of the Chargor convene to consider a resolution regarding the winding up, dissolution or reorganisation of the Chargor, or
- (f) the Chargor is presented with a petition for its compulsory winding up.

2 3 3 The floating charge created by the Charge Document may not be converted into a fixed charge solely by reason of.

- (a) the obtaining of a moratorium, or
- (b) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000.

2 3 4 The floating charge created by the Charge Document is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

Cont

# 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 GENERAL UNDERTAKINGS

#### 3 1 Security

The Chargor shall not create or permit to subsist any Security over the Secured Assets other than the Permitted Security or pursuant to the Charge Document.

#### 3 2 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, assign or otherwise dispose of any of the Secured Assets

#### 3 3 Other obligations

The Chargor shall comply with all laws and regulations relating to the Secured Assets and with all conditions and obligations assumed by it in any agreement relating to any of the Secured Assets.

#### 3 4 Rights relating to Secured Assets

The Chargor shall not take any action (or permit any action to be taken) which results or could result in any of its rights relating to any Secured Asset being impaired in any material respect

#### 3 5 Security not to be prejudiced

The Chargor shall not do, or permit to be done, anything which could prejudice the Security constituted or expressed to be constituted by the Charge Document in any material respect.

Cont

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4. DEFINITIONS

In this deed

**Business Contracts** has the meaning given to that term in the Purchase Agreement,

**Contracts** means each Business Contract, all guarantees, warranties and indemnities issued in relation to any Business Contract and any other agreement designated in writing as a Contract by the Chargee and the Chargor,

**Event of Default** means any event or circumstance specified as such in Clause 9 of the Charge Document,

**Permitted Security** means

(a) a floating charge and assignment of contracts dated 15 July 2011 between the Chargor and Darren May,

(b) a floating charge and assignment of contracts dated 15 July 2011 between the Chargor and Christine May, and

(c) any lien arising by operation of law in the ordinary course of trade and not by reason of the Chargor's default,

**Purchase Agreement** means the business sale and purchase agreement dated 1 July 2011 between the Chargor, the Chargee, Darren May and Christine May,

**Secured Assets** means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by the Charge Document or any document entered into pursuant or supplemental to the Charge Document,

**Security** means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

# 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

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 *Speedy Bincham 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

Stephen Hunter

Company name

Speechly Bircham LLP

Address

6 New Street Square

London

EC4A 3LX

Post town

Country/Region

Postcode

Country

DX

DX 54 Chancery Lane

Telephone

020 7427 6400



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 7418174  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FLOATING CHARGE AND  
ASSIGNMENT OF CONTRACTS DATED 15 JULY 2011 AND  
CREATED BY TOMPKINS & MAY PARTNERSHIP LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO JOHN MAY 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 25 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JULY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES