

MG01

Particulars of a mortgage or charge

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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 for a Scottish
company. To do this, please use
form MG01s

FRIDAY



A14
"ADJFVUAK"
20/05/2011
COMPANIES HOUSE
Please
visit our guidance at
www.companieshouse.gov.uk

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1 Company details

Company number 0 7 5 5 4 5 3 8

Company name in full WHOLEBAKE (TOPCO) 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

Date of creation d 1 d 1 m 0 m 5 y 2 y 0 y 1 y 1

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 11 May 2011 and made between (1) Wholebake (Topco) Limited (the "Borrower")
and (2) Finance Wales Investments (6) Limited (the "Lender")

4 Amount secured

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

Amount secured All monies, obligations and liabilities whether principal, interest or
otherwise which may now or at any time in the future be due or owing
or incurred by the Borrower to the Lender (whether actual or
contingent and whether incurred alone or jointly with another as
principal, guarantor, surety or otherwise and in whatever name or
style) together with interest, charges and other expenses

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	Finance Wales Investments (6) Limited	
Address	3rd Floor, Oakleigh House	
	Park Place, Cardiff	
Postcode	C F 1 0 3 D Q	
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	All the undertaking, property and assets of the Borrower whatsoever and wheresoever, present and future, as more particularly specified below together with covenants by and restrictions on the Borrower which protect and further define the charges and must be read as one with the charges	

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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)

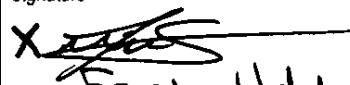
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate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


For and on behalf of Gildards LLP

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 **MARTYN DAVIES**

Company name
Geldards LLP

Address **Dumfries House**

Dumfries Place

Post town **Cardiff**

County/Region

Postcode

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Country

DX **33001 Cardiff 1**

Telephone **029 2023 8239**



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

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p data-bbox="325 398 612 432">By way of fixed charge</p> <ul style="list-style-type: none"> <li data-bbox="507 465 1508 589">(a) all other freehold and leasehold property now or in the future belonging to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time on such property, <li data-bbox="507 622 1508 846">(b) all plant, machinery, computers, office and other equipment now or in the future belonging to the Borrower (other than fixed plant and machinery) including all computer terminals, hard drives, keyboards, connecting leads and networks now or in the future belonging to the Borrower, together with all additions, alterations, accessories, replacements and renewals from time to time for such equipment and any component parts of such equipment from time to time, <li data-bbox="507 880 1508 969">(c) all stocks, shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving from such securities, <li data-bbox="507 1003 1508 1137">(d) all present and future book and other debts and the proceeds thereof and monetary claims due or owing to the Borrower (the "Book Debts") and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them, <li data-bbox="507 1171 1508 1205">(e) the goodwill of the Borrower and its uncalled capital for the time being, <li data-bbox="507 1238 1508 1417">(f) all patents, copyrights, marks, service marks, designs and other intellectual property rights (including without limitation business names, know-how, formulae, inventions, confidential information, trade secrets, computer software, programs and systems), claims and all fees, royalties and other rights of every kind deriving from such intellectual property now or in the future belonging to the Borrower, and <li data-bbox="507 1451 1508 1608">(g) the Rights (meaning the rights of the Borrower on the occurrence of a termination event or the ending of an agreement dated 21 February 2011 between the Borrower and HSBC Invoice Finance (UK) Limited for the purchase of debts as the same may be amended, varied or supplemented from time to time <p data-bbox="411 1641 1474 1742">By way of floating charge all the undertaking, property and assets of the Borrower whatsoever and wheresoever present and future not subject to a legal mortgage or fixed charge</p> <p data-bbox="411 1776 1508 1865">The Lender may at any time by written notice to the Borrower convert the floating charge into a fixed charge as regards any property and assets specified by such notice</p> <p data-bbox="405 1899 1508 2000">The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge on any asset subject to it</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) if the Borrower shall create (or take any action to create) or allow to remain in existence any security interest other than this Debenture over any asset, or</p> <p>(b) if the Borrower disposes of any asset other than in the ordinary course of business at less than market value, or</p> <p>(c) if and when any person levies or notifies the Borrower that it intends to levy any distress, execution, sequestration or other process against any asset, or</p> <p>(d) if the Borrower ceases to carry on business or becomes Insolvent, or</p> <p>(e) if the Borrower receives any offer (whether in writing, verbally or otherwise) for (or takes and action towards) (a) the sale and purchase of any of its Book Debts or (b) the factoring of any of its Book Debts or (c) the discounting of any of its Book Debts or (d) the creation of any form of trust or other interest in any of its Book Debts (together "Book Debt Agreements")</p> <p>The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge on any asset subject to it (if not already converted into a fixed charge pursuant to (e) above) immediately prior to entering into any Book Debt Agreement</p> <p>Any asset acquired by the Borrower after any crystallisation of the floating charge which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of a fixed charge</p> <p>The Borrower shall not without the previous written consent of the Lender</p> <p>(a) create or allow to remain in existence any mortgage, charge, lien, or other security interest on any of its assets other than this Debenture,</p> <p>(b) dispose of the assets charged by way of mortgage or fixed charge,</p> <p>(c) dispose of the assets charged by way of floating charge other than in the ordinary course of business at not less than market value,</p> <p>(d) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold or leasehold property or any part of it,</p> <p>(e) factor, assign, discount or sell any of its Book Debts or enter into any form of Book Debt Agreement or any agreement or arrangement which has a similar effect no matter how such agreement or arrangement is described</p> <p>Definition</p> <p>Insolvent shall mean any of the following</p> <p>(a) the appointment of a receiver or administrative receiver over the whole or a substantial part of the Borrower's assets or any legal process if taken, or</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>enforced upon any of the Borrower's assets, and any such action is not lifted or discharged within 14 days,</p> <p>(b) any step is taken by the Borrower or any other person to appoint an administrator in relation to the Borrower,</p> <p>(c) the Borrower becomes insolvent or stops or suspends payment of its debts or is (or is deemed to be) unable to pay its debts as they fall due or proposes or enters into any agreement or composition for the benefit of its creditors generally,</p> <p>(d) a petition is presented (other than a petition which is in the Lender's opinion frivolous or vexatious and which is withdrawn or stayed within 14 days) or an order is made for the winding-up or dissolution of the Borrower or the appointment of a liquidation in respect of the Borrower, or</p> <p>(e) the Borrower ceases or threatens to cease to carry on the whole or a substantial part of its business</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7554538
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MAY 2011
AND CREATED BY WHOLEBAKE (TOPCO) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO FINANCE WALES INVESTMENTS (6) LIMITED ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
20 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2011

