

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

SATURDAY



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03/11/2012

#43

COMPANIES HOUSE

1

**Company details**

Company number 0 8 2 6 6 6 3 0

Company name in full Deke Holdings Limited

(the "Company")

2

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 d3 d1 m1 m0 y2 y0 y1 y2

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 31 October 2012 between (1) Deke Holdings Limited and (2) Paul Deehan (the "Deed")

4

**Amount secured**

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

Amount secured

The obligations and liabilities due, owing or incurred from or by the Company to Paul Deehan under the Principal Agreement (the "Secured Liabilities") (References to the Secured Liabilities include any of them)

Definitions

Principal Agreement means the loan facility letter dated on or about the date of the Deed and made between Paul Deehan and the Company

**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

Paul Deehan ("Lender")

Address

Summer Hill Farm, Shuuttlefast Lane, Malvern, Worcester

Postcode

W R 1 4 4 J B

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

**Security**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee

6 1 charges to the Lender by way of first legal mortgage, all Properties which are currently owned by the Company, and

6 1 1 charges to the Lender by way of first fixed charge

(a) all Properties acquired by the Company after the date of the Deed,

(b) the Securities,

(c) all present and future rights, licences, guarantees, contracts and warranties relating to the business carried on from time to time by the Company,

(d) all present and future goodwill of the Company and all uncalled capital for the time being of the Company,

(e) the Equipment,

(f) all Intellectual Property, and

(g) the Debts, and

6 1 2 assigns to the Lender (subject to reassignment on the expiry of the Security Period) all right, title and interest of the Company in and to the Insurance Policies, and

**CONTINUED ON MG01 (C3)..**

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## Particulars of a mortgage or charge

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### 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

N/A

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).

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### Signature

Please sign the form here

Signature

Signature

X  X

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 JQH/PA822 1

Company name Cobbetts LLP

Address

Post town

County/Region

Postcode L S 1 4 B N

Country

DX DX 14085 Leeds Park Square

Telephone 0845 404 2404



### 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)

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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>6 1 3 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company from time to time including any property, assets and rights not effectively mortgaged or charged by fixed charge or assigned pursuant to 6 1 1, 6 1 2 and 6 1 3 above</p> <p><b>Notes</b></p> <p>The Company covenants with the Lender that the Company will not at any time, except with the prior written consent of the Lender</p> <p>7 1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than the Deed and in accordance with the Deed of Priority</p> <p>7 2 sell, assign, transfer, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Charged Assets or any interest therein, except (in the case of the Charged Assets which are at that time subject only to a floating charge) by way of sale in the ordinary course of the Company's business and for the purpose of carrying on that business, or</p> <p>7 3 agree to do any of the things referred to in 7 1 or 7 2 above</p> <p><b>Definitions</b></p> <p><b>"Charged Assets"</b> means all the assets of the Company which are from time to time subject to the security interests created by the Deed and references to the Charged Assets shall be interpreted to mean both the whole and any part of such assets and any interest therein</p> <p><b>"Deed of Priority"</b> means the deed of priority dated on or around the date of the Deed between the Lender (1), Adrian Keane (2), the Company (3) and Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank)</p> <p><b>"Debts"</b> means all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company including without limitation all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person</p> <p><b>"Equipment"</b> means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto</p> <p><b>"Insurance Policies"</b> means all present and future policies of insurance or assurance held or maintained by the Company (including in respect of the Charged Assets) and all claims and recoveries under those policies</p> <p><b>"Intellectual Property"</b> means any present or future rights or interests of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights</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><b>"Principal Agreement"</b> means the loan facility letter dated on or about the date of the Deed and made between the Lender and the Company</p> <p><b>"Properties"</b> means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time hereafter (and from time to time) owned by the Company or in which the Company holds an interest and <b>"Property"</b> means any of them</p> <p><b>"Secured Liabilities"</b> means the obligations and liabilities due, owing or incurred from or by the Company to the Lender under the Principal Agreement (and references to the Secured Liabilities include any of them)</p> <p><b>"Securities"</b> means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto</p> <p><b>"Security Interest"</b> means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>"Security Period"</b> means the period from the date of the Deed until the Lender confirms in writing to the Company that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 8266630  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 OCTOBER  
2012 AND CREATED BY DEKE HOLDINGS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO PAUL DEEHAN 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 3 NOVEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 NOVEMBER  
2012

DX



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**