

MG01

Particulars of a mortgage or charge



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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 company. To do this, please use form MG01s



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19/07/2011

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COMPANIES HOUSE

TUESDAY

1

Company details

Company number 0 2 6 6 8 0 2 5

Company name in full BNL (UK) LIMITED (the "Chargor")

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 1 5 0 7 2 0 1 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 (the "Debenture") dated 15th July 2011 and made between the Chargor and Barclays Bank PLC (the "Lender")

4

Amount secured

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

Amount secured

all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Chargor to the Lender in any manner. This applies whether the money and liabilities are, due, owing or incurred actually or contingently, whether by the Chargor alone or by the Chargor jointly with any other person, and whether the Chargor is a principal or surety, and includes any liability (secured or unsecured) of the Chargor to a third party which subsequently becomes payable to the Lender by assignment or otherwise, and all interest, commission, fees, charges, costs and expenses which the Lender may charge to the Chargor in the course of its business or incur in respect of the Chargor or its affairs. The interest will be calculated and compounded in accordance with the Lender's usual practice, before and also after any demand or judgment (the "Secured Liabilities")

All definitions used in this form MG01 shall have the meaning set out in the Debenture

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	Barclays Bank PLC	
Address	1 Churchill Place	
	London	
Postcode	E 1 4 5 H P	
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	<p>1 1 Mortgages and Fixed Charges</p> <p>As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged to the Lender</p> <p>1 1 1 by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H M Land Registry,</p> <p>1 1 2 by way of fixed charge</p> <ul style="list-style-type: none"> (a) all Land in England and Wales now vested in the Chargor and registered at H M Land Registry, (b) all other Land which is now, or in the future becomes, the Chargor's property, (c) all plant and machinery now or in the future attached to any Land, (d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land, (e) all the Chargor's Securities, (f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor <p style="text-align: center;">which relate to Assets themselves subject to a fixed charge in our favour, or which are now or in the future deposited by the Chargor with us,</p> <p style="text-align: center;"><i>Please see continuation page</i></p>	

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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

X Wragge + Co LLP

18/07/11

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 (2053252)/AXB2/Angela Rawlins

Company name
Wragge & Co LLP

Address 55 Colmore Row

Post town Birmingham

County/Region

Postcode B 3 2 A S

Country United Kingdom

DX DX 13036 BIRMINGHAM 1

Telephone 08709031000

**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

together with all the Chargor's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),

(g) all the Chargor's goodwill and uncalled share capital for the time being,

(h)

- all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others,
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,
- all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world,

(i)

- all trade debts now or in the future owing to the Chargor,
- all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),

(j)

the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in our favour,

1 1 3 by way of floating charge

- all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and
- without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,

but in each case so that the Chargor shall not without our prior written consent or permission

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge),
- take any other step referred to in clause 5 1 with respect to any of the Floating Charge Assets,
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

Negative Pledge

2 1 The Chargor must not, except with our prior written consent or permission (not to be unreasonably withheld or delayed)

MG01 - continuation page

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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>2 1 1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Chargor's business) to arise or subsist over any of the Assets,</p> <p>2 1 2 sell, assign, lease, license or sub-license, or grant any interest in, your Intellectual Property Rights or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the Debenture</p>	



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2668025
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JULY 2011
AND CREATED BY BNL (UK) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES