

MG01

Particulars of a mortgage or charge

506058/13

 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
company. To do this, please use
form MG01s

MONDAY



A15

A1MHQ13U

26/11/2012

#14

COMPANIES HOUSE

1 Company details

Company number ☒ 0 7 3 4 6 3 6 0

Company name in full ☒ Bristol Pound C I C

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 ☒ 0 8 / 1 1 / 2 0 1 2

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 between Bristol Pound C I C (Borrower) and Bristol Credit Union
Limited (Lender) dated 8 November 2012 (Debenture)

4 Amount secured

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

Amount secured Please see continuation page

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 ☒ Bristol Credit Union Limited

Address 112-114 Cheltenham Road

Bristol

Postcode B S 6 S R W

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 Please see continuation page

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The Borrower covenanted with the Lender to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Lender against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms</p> <p>"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owned jointly, severally or in any other capacity whatsoever and whether originally incurred by the Borrower or by some other person) of the Borrower to the Lender under the Facility except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the security in respect thereof, to be unlawful or prohibited by any applicable law</p> <p>"Facility" means the trade creditor facility provided by the Lender to the Borrower under the partnership agreement entered into between them on 19 September 2012 in respect of the Bristol Pound, as amended, varied, novated or supplemented from time to time</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>(1) The Borrower, subject to Clause 5 (Excluded Assets), assigned and agreed to assign absolutely with full title guarantee to the Lender and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets</p> <p>(a) any insurance policies held by or on behalf of the Borrower and all proceeds paid or payable thereunder, and</p> <p>(b) its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of the account) and the debt or debts represented thereby</p> <p>(2) Fixed Charges</p> <p>The Borrower, subject to Clause 5 (Excluded Assets), charged with full title guarantee in favour of the Lender (to the extent not validly and effectively assigned pursuant to paragraph (1) above with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title, and interest from time to time and to each of the following assets</p> <p>(a) each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby,</p> <p>(b) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,</p> <p>(c) patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,</p> <p>(d) plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Borrower's stock in trade or work in progress) and all Related Rights,</p> <p>(e) goodwill and rights and claims in relation to its uncalled share capital,</p> <p>(f) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,</p> <p>(g) stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Borrower and all Related Rights, and</p> <p>(h) each of the assets which are specified in paragraph (1) above</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any moneys and proceeds paid or payable in respect of that asset</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

(3) Floating Charge

(a) The Borrower with full title guarantee, subject to Clause 5, charged in favour of the Lender, with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Borrower

(b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Borrower in favour of the Lender as security for the Secured Obligations

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (3) (a) above

(3A) Conversion of floating charge to fixed security

(a) The Lender may at any time, while this Debenture is enforceable, by notice to the Borrower convert the floating charge constituted under paragraph(3) above with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice

(b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under paragraph (3) above will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of an Administration Event

"Administration Event" means

(a) the presentation of an application to the court for the making of an administration order in relation to the Borrower, or

(b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Borrower or files such a notice with the court

Clause 5- Excluded Assets

No monies in any accounts in the name of the Borrower which are held by the Lender or any bank, building society or other deposit-taking institution and which are designated as "Bristol Pound Trust Accounts" will be considered to form part of the assets or undertaking of the Borrower for the purposes of the Debenture or will be charged or assigned pursuant to this Debenture except to the extent any monies remain in any of the Bristol Pound Trust Accounts after all claims from scheme members for the redemption of Bristol Pounds in sterling have been met by the Borrower or its agents, in which case, any such surplus monies shall form part of the Charged Assets subject to this Debenture

"Charged Assets" means each of the assets and undertaking of the Borrower which from time to time are the subject of any security created or expressed to be created by it in favour of the Lender by or pursuant to this Debenture

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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

None

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  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 **Jessi Grewal**

Company name
**Bates Wells & Braithwaite
London LLP**

Address **2-6 Cannon Street**

Post town **London**

County/Region

Postcode **E C 4 M 6 Y H**

Country **United Kingdom**

DX **42609**

Telephone **0207-551-7695**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7346360
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 NOVEMBER
2012 AND CREATED BY BRISTOL POUND CIC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO BRISTOL CREDIT UNION LIMITED ON ANY ACCOUNT
WHATSOEVER 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 26 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 NOVEMBER
2012

DX



Companies House



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