

MG01

Particulars of a mortgage or charge



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
particulars of a charge for a
company. To do this, please
form MG01s

SATURDAY



A44 *A1HXWM2* #28
29/09/2012
COMPANIES HOUSE

1 Company details

Company number 08159308

Company name in full WILLOUGHBY (712) LIMITED (the "Company")

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 21/09/2012

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 21 September 2012 made between the Company and Gary Fletcher (the
"Lender") as security trustee for the Managers

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

4 Amount secured

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

Amount secured All or any monies, obligations and liabilities owing by all and any Group
Member to the Managers under the B Loan Note Instrument whether actual
or contingent, present or future, owed solely, jointly or severally, as
principal, guarantor or surety, together with interest on the above calculated
day by day from demand until full discharge (whether before or after
judgment) at the rates agreed between the Lender and the Principal Debtor
from time to time, commission, and charges and all legal and other costs,
charges and expenses and other payments incurred by any one or more of
the Managers or the Lender in relation to the Debenture or in enforcing the
security created by it on a full and unqualified indemnity basis (the "Secured
Liabilities")

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	Gary Fletcher (as security trustee for the Managers)	
Address	Bath Yard, Bath Lane, Moira	
Postcode	D E I 2 6 B A	
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 FIXED CHARGE</p> <p>1 1 The Company charged to the Lender as security for the payment or discharge of the Secured Liabilities with full title guarantee</p> <p>1 1 1 by way of legal mortgage the freehold and leasehold property owned by the Company specified in Schedule 1 (if any) together (in each case) with</p> <p>1 1 1 1 any Premises and Fixtures on or in that property,</p> <p>1 1 1 2 the proceeds of sale of that property, and</p> <p>1 1 1 3 the benefit of any covenants or rights attaching to that property,</p> <p>1 1 2 to the extent not subject to the legal mortgage under Clause 1 1 1 above, by way of fixed equitable charge all its present and future interest in any freehold or leasehold property owned by the Company, together (in each case) with</p> <p>1 1 2 1 any Premises and Fixtures on or in that property,</p> <p>1 1 2 2 the proceeds of sale of that property, and</p> <p>1 1 2 3 the benefit of any covenants or rights attaching to that property,</p> <p>(Continued on continuation sheet C3 attached)</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	1 1 3	by way of a fixed charge, all its present and future interest in
	1 1 3 1	all stocks, shares and other securities together with all rights and interests attaching to them, now or at any time during the continuance of the Security owned (whether at law or in equity) by the Company,
	1 1 3 2	all rights and interests of the Company in, and claims under, all policies of insurance and assurance now or at any time during the continuance of the Security held by, or insuring to the benefit of, the Company,
	1 1 3 3	all plant and machinery for the time being annexed or attached to the Property,
	1 1 3 4	all other plant, machinery, vehicles, computers and other equipment for the time being owned by the Company,
	1 1 3 5	its goodwill,
	1 1 3 6	all Intellectual Property Rights and all agreements under which the Company is now or may become entitled to a payment or any royalty fee or similar income,
	1 1 3 7	its uncalled capital,
	1 1 3 8	the benefit of all or any licences consents and authorisations now or at any time during the continuance of the Security held by the Company,
	1 1 3 9	all its rights under any documentary letters of credit or bank guarantees issued in its favour and any bills of exchange and other negotiable instruments held by it, and
	1 1 3 10	all rights and interests in contracts
2	FLOATING CHARGE	
	2 1	The Company charged to the Lender with full title guarantee by way of floating charge
	2 1 1	all book and other debts now or at any time during the continuance of the Security due or owing to the Company and the proceeds of their realisation, and
	2 1 2	all its present and future undertaking, property and assets of the Company whatever and wherever situate not effectively charged pursuant to Clauses 1 1 1, 1 1 2, and 1 1 3 above and in particular all book and other debts now or at any time during the continuance of this security due or owing to the Company and the proceeds of their realisations
	2 2	Paragraph 14 of Schedule B1 of the IA 86 shall apply to the Debenture The Debenture is a qualifying floating charge for the purposes of that Schedule

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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>3 PRIORITY AND CONTINUING SECURITY</p> <p>Any specific mortgage, charge or other security created by the Company after the date of the Debenture in favour of any one or more of the Managers or the Lender shall have priority over the floating charge created by this Debenture, except insofar as the Lender shall declare otherwise, whether at or after the time of creation of such security</p> <p>4 PRIOR CONSENT</p> <p>The Company shall not without the prior consent in writing of the Lender</p> <p>4 1 save in respect of the Permitted Encumbrances create, or purport or attempt to create, any mortgage, charge or encumbrance on any freehold or leasehold property, other land (wherever situate) or any of the Charged Assets or in any way dispose of the equity of redemption relating to them or any interest in them, or</p> <p>4 2 save in respect of the Permitted Encumbrances create or permit to exist any mortgage, debenture, charge, pledge, lien or other interest (whether express or arising by operation of law) on or affecting any part of the Charged Assets subject to the floating charge created by Clause 2 above ranking either in priority to, or equally in all respects with, the said floating charge, or</p> <p>4 3 sell, transfer or otherwise dispose of the Charged Assets subject to that floating charge except by way of sale in the ordinary course of trade</p>	

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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

Nil

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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 Wragge + Co LLP

26/09/12

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 Nick Bridgman (Ref 2067105/CGB/NEB1)

Company name Wragge & Co LLP

Address 55 Colmore Row

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 A S

Country United Kingdom

DX DX 13036 Birmingham 1

Telephone 0870 903 1000



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. 8159308
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
SEPTEMBER 2012 AND CREATED BY WILLOUGHBY (712)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ALL AND ANY GROUP MEMBER TO THE
MANAGERS 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
29 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 OCTOBER 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES