

MG01

Particulars of a mortgage or charge



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

TUESDAY



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A17

05/01/2010

117

COMPANIES HOUSE

1 Company details

Company number 0 0 9 8 6 1 1 4

Company name in full Jeyes Professional Division Limited ("Client")

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 02 02 01 02 02 00 00 09

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 (1) the Client and (2) RBS Invoice Finance Limited ("RBSIF") ("Deed").

4 Amount secured

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

Amount secured All the Client's liabilities to RBSIF of any kind and in any currency
(whether present or future actual or contingent and whether incurred
alone or jointly with another) together with RBSIF's charges and
commission Interest and Expenses ("Client's Obligations").

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

RBS Invoice Finance Limited

Address

Smith House, PO Box 50 Elmwood Avenue,
Feltnam, Middlesex

Postcode

T	W	1	3		7	Q	D
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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

Charge

- 1 **The Client covenanted to discharge on demand the Client's Obligations and as a continuing security for such discharge and with full title guarantee charged to RBSIF:-**
- 1.1 **By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Client.**
- 1.2 **By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Client except the property charged by Clause 1.1 of the Deed.**
- 1.3 **By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Client.**
- 1.4 **By way of fixed charge the Plant & Machinery (if any) specified in Schedule 2 (*Plant & Machinery*) of the Deed.**
- 1.5 **By way of fixed charge the benefit of all contracts, licences and warranties relating to the Plant & Machinery (if any) specified in Schedule 2 (*Plant & Machinery*) of the Deed.**
- 1.6 **By way of fixed charge all plant and machinery of the Client present and future (not charged by clauses 1.4 to 1.5 of the Deed) and all associated warranties and maintenance contracts.**

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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

- 1.7 **By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Client.**
- 1.8 **By way of fixed charge all the goodwill of the Client present and future.**
- 1.9 **By way of fixed charge all the uncalled capital of the Client present and future.**
- 1.10 **By way of fixed charge all stocks shares and other securities held by the Client from time to time in any subsidiary and all income and rights derived from or attaching to the same.**
- 1.11 **By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Client present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names.**
- 1.12 **By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with RBSIF or any third party.**
- 1.13 **By way of fixed charge all Non-Vesting Limited Brands Debts and their proceeds now or in the future owing to the Client.**
- 1.14 **By way of fixed charge all and any Related Rights relating to any Non-Vesting Limited Brands Debts.**
- 1.15 **By way of fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Client.**
- 1.16 **By way of fixed charge all and any Related Rights relating to any Non-Vesting Domestic Debts.**

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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>1.17 By way of fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Client.</p> <p>1.18 By way of fixed charge all and any Related Rights relating to any Non-Vesting Export Debts.</p> <p>1.19 By way of fixed charge all and any Excluded Proceeds.</p> <p>1.20 By way of floating charge all the undertaking and all property assets and rights of the Client present and future not subject to a fixed charge under the Deed or any other security present or future held by RBSIF.</p> <p>Security assignment</p> <p>2.1 The Client assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the:</p> <p>2.1.1 Excluded Proceeds.</p> <p>2.1.2 Inventory Insurance Policy, all claims under the Inventory Insurance Policy and the proceeds of the Inventory Insurance Policy.</p> <p>2.1.3 Plant & Machinery Insurance Policy, all claims under the Plant & Machinery Insurance Policy and the proceeds of the Plant & Machinery Insurance Policy.</p> <p>2.1.4 proceeds of the sale of any Plant & Machinery.</p> <p>2.2 To the extent that any asset expressed to be assigned in Clauses 2.1.2 and 2.1.3 of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Client to any proceeds of such insurances.</p> <p>Restrictions</p> <p>3.1 Save as permitted under the ABFF, the Client will not without the previous written consent of RBSIF:-</p> <p>3.1.1 Create or permit to arise any mortgage charge or lien on the Property.</p> <p>3.1.2 Dispose of the Property charged by Clauses 1.1 to 1.19 of the Deed inclusive.</p> <p>3.1.3 Accept payment in advance of a call for or call up any uncalled capital</p> <p>3.1.4 Dispose of the Property charged by Clause 1.20 of the Deed other than in the ordinary course of business.</p> <p>3.1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.</p> <p>3.2 If RBSIF does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee.</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Notice of Crystallisation</p> <p>4 RBSIF may by written notice to the Client convert the floating charge into a fixed charge as regards any of the property assets and rights of the Client present and future not subject to a fixed charge under the Deed. Following such a notice the Client shall not dispose of any of such Property which is included in the notice without the prior written consent of RBSIF.</p> <p>Powers of RBSIF</p> <p>5.1 RBSIF may without restriction grant or accept surrenders of leases of the Client's freehold and leasehold property or any part of it.</p> <p>5.2 Section 103 of the Law of Property Act 1925 shall not apply and RBSIF may exercise its power of sale and other powers under that or any other Act or the Deed at any time after the date of the Deed.</p> <p>5.3 RBSIF may under the hand of any official or manager or by deed appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Client and the Client shall be solely responsible for the receiver's acts defaults and remuneration.</p> <p>5.4 RBSIF may under the hand of any official or manager appoint an administrator of the Client.</p> <p>5.5 All or any of the powers conferred on a receiver by Clause 11 of the Deed may be exercised by RBSIF without first appointing a receiver or notwithstanding any appointment.</p> <p>5.6 RBSIF will not be liable to account to the Client as mortgagee in possession for any money not actually received by RBSIF.</p> <p>5.7 Section 93(1) of the Law of Property Act 1925 shall not apply to the Deed.</p> <p>5.8 RBSIF may as it thinks fit exercise any rights attaching to the Property charged by Clauses 1.10 and 1.11 of the Deed for the purpose of preserving the value of or realising such Property but otherwise RBSIF will only exercise such rights in accordance with the Client's instructions.</p> <p>5.9 In addition to any lien or right to which RBSIF may be entitled by law RBSIF may from time to time without notice and both before and after demand set off the whole or any part of the Client's Obligations against any deposit or credit balance on any account of the Client with RBSIF (whether or not that deposit or balance is due to the Client).</p> <p>5.10 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Client with RBSIF that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Client before all the Client's Obligations have been discharged but RBSIF may without prejudice to the Deed permit the Client to make withdrawals from time to time.</p>	

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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>5.11 RBSIF may exchange or convert to the Required Currency any currency held or received.</p> <p>5.12 If RBSIF believes that any representation made by the Client to RBSIF is materially untrue or that the Client has breached or might be about to breach any undertaking or covenant given to RBSIF or any part of the Client's Obligations is not paid to RBSIF when due then RBSIF may request that the Client appoint a firm of accountants to investigate and report to RBSIF on the financial affairs of the Client.</p> <p>5.13 If RBSIF makes a request under Clause 10.12 of the Deed the Client shall within 7 days (or such longer period as RBSIF may allow) appoint a firm of accountants approved by RBSIF on terms of reference approved by RBSIF to carry out such investigation and make such report and the Client shall be solely responsible for the fees and expenses of such firm of accountants. RBSIF may pay the amount of such fees and expenses on behalf of the Client and the Client shall reimburse RBSIF such amount on demand.</p> <p>5.14 RBSIF may apply to any account of the Client with RBSIF (whether in credit or debit or whether such account may go into debit as a result) any amount which the Client is liable to pay or reimburse to RBSIF under the Deed.</p>	
	<p>Receivers</p> <p>6.1 Any receiver appointed by RBSIF shall be a receiver and manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-</p> <p>6.1.1 To take possession of and generally manage the Property and any business of the Client.</p> <p>6.1.2 To carry out on any freehold or leasehold property of the Client any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment.</p> <p>6.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land.</p> <p>6.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land.</p> <p>6.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Client.</p> <p>6.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise.</p> <p>6.1.7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen.</p>	

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>6.1.8 To call up any uncalled capital of the Client with all the powers conferred by the articles of association of the Client in relation to calls.</p> <p>6.1.9 To employ advisers consultants managers agents workmen and others.</p> <p>6.1.10 To purchase or acquire materials tools equipment goods or supplies.</p> <p>6.1.11 To borrow any money and secure the payment of any money in priority to the Client's Obligations for the purpose of the exercise of any of his powers.</p> <p>6.1.12 To do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.</p> <p>6.2 A receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.</p> <p>Power of Attorney</p> <p>7 The Client irrevocably appoints RBSIF and any receiver severally to be the attorney of the Client (with full power of substitution and delegation) in the Client's name and on the Client's behalf and as the Client's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by RBSIF or any receiver pursuant to the Deed or the exercise of any of their powers.</p> <p>Appropriation</p> <p>8.1 Subject to Clause 13.2 of the Deed, RBSIF may appropriate all payments received for the account of the Client in reduction of any part of the Client's Obligations as RBSIF decides.</p> <p>8.2 RBSIF may open a new account or accounts upon RBSIF receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not RBSIF opens any such account no payment received by RBSIF after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Client's Obligations outstanding at the time of receiving such notice.</p> <p>Preservation of other Security and Rights and Further Assurance</p> <p>9.1 The Deed is in addition to any other security present or future held by RBSIF for the Client's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of RBSIF.</p> <p>9.2 The Client will at its own cost at RBSIF's request execute any deed or document and take any action required by RBSIF to perfect this security or further to secure on the Property the Client's Obligations.</p>	

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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>In this form the following have the following meaning:</p> <p>ABFF: The asset based finance facility dated on or around the date of this deed and made between RBSIF and the Client, amongst others;</p> <p>Approved Currencies: The meaning given in Schedule 12 (<i>Principal commercial details at the Commencement Date</i>) of the ABFF;</p> <p>Approved Territories: The meaning given in Schedule 12 (<i>Principal commercial details at the Commencement Date</i>) of the ABFF;</p> <p>Associate: Has the meaning given to it in section 1152 Companies Act 2006;</p> <p>Customer: A debtor of a Client under a Sale Contract based in an Approved Territory;</p> <p>Debt: Any monetary claim on or obligation of a Customer under a Sale Contract (including any applicable tax or duty payable by the Customer), present, future or contingent, together with all Related Rights and excluding the Excluded Debts;</p> <p>Excluded Debt: Any monetary claim on or obligation of a Customer under a Sale Contract which (i) is due by an Associate; (ii) arises under a Sale Contract made with a private individual or regulated by the Consumer Credit Act 1974; (iii) relates to a pro forma invoice or requires immediate payment on delivery (except where payment is made by credit card); (iv) is to be discharged wholly or in part by a letter of credit or payment against documents; (v) is due in a currency other than an Approved Currency; (vi) is due by a Customer based outside an Approved Territory; (vii) arises from the sale of capital or fixed assets; and (viii) other Debts as RBSIF may specify acting reasonably and in good faith;</p> <p>Excluded Proceeds: All and any moneys paid to a Nominated Account which are not the proceeds of a Debt;</p> <p>Expenses: All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with the Property or the Client's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred;</p> <p>Export Debt: A Debt evidenced by an invoice addressed to a Customer outside the UK;</p> <p>Interest: Interest at the same rate as the discounting charge charged to the Client by RBSIF from time to time;</p> <p>Inventory Insurance Policy: The inventory insurance policy (if any) the details of which are specified in Part 1 of Schedule 1 (<i>ABL Insurances</i>) of the Deed and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance;</p> <p>Limited Brands: Limited Brands Inc, a Delaware corporation;</p> <p>Limited Brands Debt: A Debt payable by Limited Brands;</p>

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Nominated Account: The bank account(s) nominated and operated by RBSIF into which each Client must pay and procure that Customers pay Remittances including those detailed in Schedule 12 (*Principal commercial details at the Commencement Date*) of the ABFF;

Non-Vesting Debts: The Non-Vesting Domestic Debts, the Non-Vesting Export Debts and the Non-Vesting Limited Brands Debts;

Non-Vesting Domestic Debts: All and any Debts (other than Export Debts and Limited Brands Debts) purportedly assigned to RBSIF pursuant to the ABFF from time to time but which do not, for any reason vest absolutely and effectively in RBSIF;

Non-Vesting Export Debts: All and any Export Debts (other than Limited Brands Debts) purportedly assigned to RBSIF pursuant to the ABFF from time to time but which do not, for any reason vest absolutely and effectively in RBSIF;

Non-Vesting Limited Brands Debts: All and any Limited Brands Debts purportedly assigned to RBSIF pursuant to the ABFF from time to time but which do not, for any reason vest absolutely and effectively in RBSIF;

Plant & Machinery: The plant and machinery (if any) specified in Schedule 2 (*Plant & Machinery*) of the Deed;

Plant & Machinery Insurance Policy: The plant and machinery insurance policy (if any) the details of which are specified in Part 2 of Schedule 1 (*ABL Insurances*) of the Deed and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance;

Property: The whole and any part of the undertaking property and assets of the Client charged by Clause 1 of the Deed;

Related Rights: Any rights in relation to a Debt or Sale Contract including (i) a Client's rights as an unpaid seller; (ii) documents of title to goods; (iii) the benefit of all insurances; (iv) all Remittances, Security, bonds, guarantees and indemnities; (v) all accounting records; and (vi) interest;

Remittances: Cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other form of payment received by RBSIF, a Client or a Client's agents in payment of a Debt including monies recovered under any credit insurance policy, a refund of the VAT element of the Debt or a dividend payable in respect of the Debt;

Required Currency: The currency or currencies in which the Client's Obligations are expressed from time to time;

Sale Contract: A contract between a Client and another person for the sale or hire of goods or the provision of services or work done and materials supplied; and

Security: Any mortgage, charge, trust, option, security assignment, assignation in security, pledge, hypothecation, lien, retention of title, set-off right, tracing right or any other security interest in favour of any person.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Extract of Schedule 1 to the Deed:

SCHEDULE 1

ABL Insurances

Part 1 - Inventory Insurance Policy

Insurer	Insured risks	Policy number
XL Insurance	Inventory	GB00005799PR08A

Part 2 - Plant & Machinery Insurance Policy

Insurer	Insured risks	Policy number
XL Insurance	Plant & Machinery	GB00005799PR08A

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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

Extract of Schedule 2 to the Deed:

SCHEDULE 2

Plant & Machinery

Units 180 and 181 Bradkirk Place, Walton Summit Industrial Estate, Preston PR5 8AJ

Mixing and Bulk Storage

Item description
Three stainless steel 24000 litres tanks
Two stainless steel 12000 litres tanks
Dosing control system
Stainless steel 1500 litres effluent holding tank
Stainless steel 4000 litres mixing vessel and stirrer
Stainless steel 3200 litres mixing vessel and stirrer
Stainless steel 4500 litres mixing vessel and stirrer
Stainless steel 1800 litres mixing vessel and stirrer
Winkworth stainless steel 1158 litres mixing vessel and stirrer Serial No. 90075/2
GRP bulk storage tank 24,000 litre capacity

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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

Line 1

Item description
Stainless steel 4000 litre holding tank
Farason 20 head container filler Serial No. 2845
Flo-Cap cap tightener
Harland Sirius labeller Serial No. 31323/2 (1996)
Lynx 4800 inkjet coder Serial No. MB0050014 (2000)
Lynx 4900 inkjet coder Serial No. BR795 (2005)
Socco case taper
Pendle Packaging shrink wrap machine & tunnel

Line 2

Polypropylene bleach holding tank
Stainless steel 1800 litres holding tank
Farason 30 head bleach filler (no details being installed)
Eurofil 4 head filler Serial No. - (2001)
Newman 4CT cap tightener Serial No. 89259
Allipack labeller Serial No. 1877 (2004)
Lynx 4900 inkjet coder Serial No. ED960 (2007)
Lynx 4900 inkjet coder Serial No. BW283 (2005)
Socco case taper

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Line 3

Stainless steel 4000 litre holding tank

Eurofil iline litre filler
Serial No. 93338

Newman 4CT cap tightener
Serial No. 89259

Harland Proteus 155S labeller
Serial No. -

Lynx 4900 inkjet coder
Serial No. EE002 (2007)

Lynx 4900 inkjet coder
Serial No. EC949 (2006)

Winkworth SM294 case taper
Serial No. 23575 (1994)

Line 4 (Keg Filling)

Stainless steel 1800 litres holding tank with pump and filling nozzle

Graham 200-25 labeller
Serial No. 2074 (2004)

Lynx 4900 inkjet coder
Serial No. EI112 (2007)

Line 5 (Keg Filling)

Stainless steel 1800 litres holding tank with pump and dual head filling nozzle

Graham 200-25 labeller
Serial No. 2074 (2004)

Winkworth SM294 case taper
Serial No. 394265

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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

Compressor

HPC Plusair SK25 air compressor

Hankinson HD105CF-G air dryer

Warehouse

Type EXP3047 pallet wrapper
Serial No. P303E068

Spinny S140 pallet wrapper

Hilo 1800 pallet space pallet racking

Yard

Empteezy NS64SR drum storage container
Serial No. 53225 (2004)

Empteezy NS32S drum storage container
Serial No. 26408 (2000)

Empteezy drum storage container
Serial No. -

Empteezy IB8DS drum storage container
Serial No. 52655 (2004)

Empteezy drum storage container
Serial No. -

Empteezy drum storage container
Serial No. -

Empteezy drum storage container
Serial No. -

Empteezy drum storage container
Serial No. -

Empteezy DPU24flamable product drum storage container
Serial No. -

Farrer & Son / Farason 20 head rotary filler
Serial No. 2970
(awaiting return from manufacturer, after modification)

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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 866).

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 870). 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 *DIA Piper UK 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 Frazer Morris

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
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. 986114
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
DECEMBER 2009 AND CREATED BY JEYES PROFESSIONAL
DIVISION LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO RBS INVOICE
FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 5 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2010

gx, selb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES