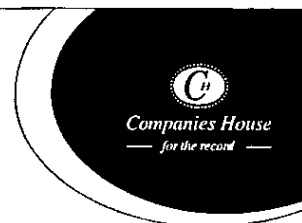


V31560/13

In accordance with
Section 860 of the
Companies Act 2006

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

You cannot use this form particulars of a charge for company. To do this, please form MG01s

WEDNESDAY



A25Q3NTQ

A29

29/09/2010

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COMPANIES HOUSE

1 Company details

Company number 0 4 0 0 6 6 1 4

Company name in full VISION CARE DIRECT OPTICIANS LIMITED

("THE CHARGOR")

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 2 1 0 9 2 0 1 0

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

4 Amount secured

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

Amount secured

4

All money and liabilities now or in the future due, owing or incurred (before or after demand) by the Chargor to the Bank 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, whether the Chargor is a principal or a surety, and includes any liability (secured or unsecured) of the Chargor to a third party which subsequently becomes payable to the Bank by assignment or otherwise, and

All interest, commission, fees, charges, costs and expenses which the Bank 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 Bank's usual practice, before and also after any demand or judgment

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	
Name	BARCLAYS BANK PLC	
Address	1 CHURCHILL PLACE	
	LONDON	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		

Continuation page
Please use a continuation page if you need to enter more details

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>As specified in Part II of the attached Schedule</p> <p>NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created</p> <p>a (</p> <p style="text-align: center;">Schedule to Form MG01 for Debenture Part I Definitions</p> <p>In this form MG01</p> <p>'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,</p> <p>'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative,</p> <p>'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Debenture but only insofar as concerns that floating charge,</p> <p>'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,</p> <p>'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2 (h) of the Debenture,</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>'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p>'now' means on the date of the Debenture and 'present' and 'future' shall be construed accordingly,</p> <p>'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Debenture,</p> <p>'Secured Sums' means all money and liabilities covenanted to be paid or discharged by the Chargor to the Bank under clause 2 of the Debenture and set out in this Form MG01 as the 'Amount secured',</p> <p>'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)</p> <ul style="list-style-type: none"> • which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or • the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank, <p>including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise,</p>
	<p style="text-align: center;">Part II Particulars of Property Mortgaged or Charged</p>
	<p>By clause 3 1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums</p>
	<p>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>2 by way of fixed charge</p>
	<p>(a) all Land in England and Wales now vested in the Chargor and registered at H M Land Registry,</p>
	<p>(b) all other Land which is now, or in the future becomes, the Chargor's property,</p>
	<p>(c) all plant and machinery now or in the future attached to any Land,</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>(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,</p> <p>(e) all the Chargor's Securities,</p> <p>(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor</p> <ul style="list-style-type: none"> • which relate to Assets themselves subject to a fixed charge in favour of the Bank, or • which are now or in the future deposited by the Chargor with the Bank, <p>together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them),</p> <p>(g) all the Chargor's goodwill and uncalled share capital for the time being,</p> <p>(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 it is entitled together with others,</p> <ul style="list-style-type: none"> • 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, <p>(i) all trade debts now or in the future owing to the Chargor,</p> <p>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),</p> <p>(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 favour of the Bank,</p> <p>3 by way of floating charge</p> <p>(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and</p> <p>(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Chargor shall not without the Bank's prior written consent</p> <ul style="list-style-type: none"> • 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),

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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	<ul style="list-style-type: none"> • take any other step referred to in clause 5 1 of the Debenture 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 <p style="text-align: center;">Part III Covenants and Restrictions</p> <ol style="list-style-type: none"> 1 Under clause 3 2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3 1 3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice 2 Under clause 3 3 of the Debenture, subject to the rights of any prior mortgagee, the Chargor must <ol style="list-style-type: none"> 1 deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 including insurance and assurance policies, 2 execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this 3 Under clause 3 6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture 4 Under clause 4 1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so 5 Under clause 4 2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilize or withdraw that credit balance and the bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name 	

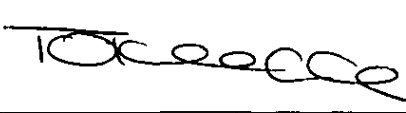
MG01 - continuation page

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 Under clause 4 3 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3 1 2 of the Debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor</p> <p>7 Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent</p> <p>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 its business) to arise or subsist over any of the Assets,</p> <p>2 sell, assign, lease, license or sub-license, or grant any interest in, its 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>8 Under clause 10 of the Debenture</p> <p>1 the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet,</p> <p>2 the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent</p>	


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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p>	
	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	REF - 1-618111885-7826871
Company name	BARCLAYS BANK PLC
COMPANY REGISTRATIONS TEAM	
Address	UK BANKING SERVICE CENTRE
P O BOX 299	
Post town	BIRMINGHAM
County/Region	WEST MIDLANDS
Postcode	B 1 3 P F
Country	ENGLAND
DX	
Telephone	0845 300 3971


<input checked="" type="checkbox"/> 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

<input checked="" type="checkbox"/> Checklist
We may return forms completed incorrectly or with information missing

<p>Please make sure you have remembered the following</p> <ul style="list-style-type: none"> <input type="checkbox"/> The company name and number match the information held on the public Register <input type="checkbox"/> You have included the original deed with this form <input type="checkbox"/> You have entered the date the charge was created <input type="checkbox"/> You have supplied the description of the instrument <input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee <input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge <input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged <input type="checkbox"/> You have signed the form <input type="checkbox"/> 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 NR 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. 4006614
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
SEPTEMBER 2010 AND CREATED BY VISION CARE DIRECT
OPTICIANS 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 29 SEPTEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER
2010**



Companies House
— for the record —



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

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