

849/39

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

THURSDAY



AH3P4ZPB

A32

01/12/2011

38

COMPANIES HOUSE

1 Company details

Company number

01186055

Company name in full

HENRY TILLY LIMITED

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

30 11 2011

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 Deed (the Debenture)

4 Amount secured

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

Amount secured

All monies and liabilities which are for the time being and from time to
time (and whether on or at any time after demand) due, owing or
payable, or expressed to be due, owing or payable, in whatsoever
manner to the Lender by the Borrower, whether actually or
contingently, solely or jointly and whether as principle or surety, and
whether or not the Lender shall have been an original party to the
relevant transaction, including, without limitation interest, discount,
commission and all other charges or expenses which the Lender may
charge or incur in respect of any of those matters, and so that interest
shall be computed and compounded according to the Lender's usual
rates and practice as well after as before any demand made or
decree or judgment obtained under this Deed

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

Name

METRO BANK PLC

Address

ONE SOUTHAMPTON ROW

LONDON

Postcode

W C 1 B 5 H A

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

Continuation page

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

Short particulars

By way of first legal mortgage all the freehold and leasehold property of the Borrower ~~(including the property described in Schedule 1)~~ now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Borrower and from time to time in or on such property and the proceeds of sale of such assets

By way of fixed charge all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Borrower

By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Borrower

By way of fixed charge all the plant and machinery vehicles and computer equipment of the Borrower present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

By way of fixed charge all furniture furnishings equipment tools and other chattels of the Borrower present and future not regularly disposed of in the ordinary course of business

By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Borrower

By way of fixed charge all the goodwill and uncalled capital of the Borrower present and future

By way of fixed charge all stocks shares and other securities of the Borrower present and future (including in any subsidiary) and all income and rights derived from or attaching to the same

By way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Borrower or in which it may have an

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>interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Borrower or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world</p> <p>By way of fixed charge all book debts and other debts of the Borrower present and future and the proceeds of payment or realisation of each of them</p> <p>By way of floating charge all the undertaking and all property assets and rights of the borrower present and future not subject to a fixed charge under this Deed</p> <p>The Borrower will not without the previous consent of the Lender</p> <p>(a) dispose of the Fixed Charged Assets,</p> <p>(b) sell, give or share possession of, grant or agree to grant any interest, lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charged Assets,</p> <p>(c) deal with the Borrower's book debts and other debts otherwise than by collecting them in the ordinary course of the Borrower's business and in particular the Borrower will not realise its book debts and other debts by means of block discounting factoring or the like,</p> <p>(d) dispose of the Floating Charged Assets other than in the ordinary course of business,</p> <p>(e) create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets,</p> <p>(f) do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed</p>	

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7	<p>Particulars as to commission, allowance or discount (if any)</p> <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	NIL

8	<p>Delivery of instrument</p> <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 870).</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 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).</p>
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9	<p>Signature</p> <p>Please sign the form here</p> <table border="0"> <tr> <td data-bbox="319 1792 798 1948"> <p>Signature</p> <p>X <i>[Signature]</i></p> </td> <td data-bbox="798 1792 1117 1948"> <p>OPTIMA LEGAL ONE CARLTON CARLTON ST NEWCASTLE NE1 6DT</p> </td> </tr> </table> <p>This form must be signed by a person with an interest in the registration of the charge</p>	<p>Signature</p> <p>X <i>[Signature]</i></p>	<p>OPTIMA LEGAL ONE CARLTON CARLTON ST NEWCASTLE NE1 6DT</p>
<p>Signature</p> <p>X <i>[Signature]</i></p>	<p>OPTIMA LEGAL ONE CARLTON CARLTON ST NEWCASTLE NE1 6DT</p>		

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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 JANE JUBB

Company name OPTIMA LEGAL

Address 1 CARLIOL

CARLIOL SQUARE

Post town NEWCASTLE UPON TYNE

County/Region TYNE & WEAR

Postcode N E 1 6 U F

Country UNITED KINGDOM

DX 61288 NEWCASTLE

Telephone 0844 571 6859



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. 1186055
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30
NOVEMBER 2011 AND CREATED BY HENRY TILLY LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO METRO BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 1 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES