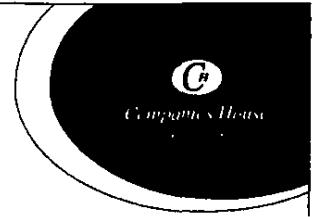


MG01

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 reg
particulars of a charge for a Sc
company To do this, please use
form MG01s

TUESDAY



RCS 01/05/2012 #246
COMPANIES HOUSE
A11 21/04/2012 #240
COMPANIES HOUSE

1 Company details

Company number 06434055
Company name in full MOSAIC NORTH LIMITED
(the "Mortgagor")

1 of 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 10/04/2012

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 Mortgage Deed (the "Mortgage") to secure own liabilities

4 Amount secured

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

Amount secured (a) All money and liabilities whether actual or contingent (including
further advances made thereafter by the Bank which then were or
at any time thereafter might be due, owing or incurred by the
Mortgagor to the Bank anywhere or for which the Mortgagor might
be or become liable to the Bank in any manner whatsoever without
limitation (and (in any case) whether alone or jointly with any other
person and in whatever style, name or form and whether as
principal or surety and notwithstanding that the same may at any
earlier time have been due, owing or incurred to some other
person and have subsequently become due, owing or incurred to
the Bank as a result of a transfer, assignment or other transaction
or by operation of law),

(continued)

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

Lloyds TSB Bank plc BIRMINGHAM SECURITIES CENTRE

Address

DEPT 9751 PO BOX 6000 125 COLINDALE AVE
BIRMINGHAM (the "Bank")

Postcode

B3 3SF

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

508 - 510 Manchester Road Stockbridge

- 1 (a) By way of legal mortgage with full title guarantee the property specified in the Schedule below and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage),
- (b) By way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations with full title guarantee any fixed plant and machinery from time to time on any such property as is referred to in 1(a) above and which is not included within the charge in 1 (a) above, and
- (c) (where any property referred to in 1(a) above is leasehold) by way of fixed charge with full title guarantee as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto
- 2 By way of assignment with full title guarantee all amounts then or thereafter owing to the Mortgagor by way of
 - (a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the property, assets, rights and interests charged by 1 above (the "Mortgaged Property"),
 - (b) licence fee by any licensee (whether present or future) of the Mortgaged Property,
 - (c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property,

(continued)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	<i>£101,500</i>
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>4 By way of assignment with full title guarantee the goodwill of the business (if any) which then was or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences (as defined in the Mortgage) to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property (the "Mortgaged Licences") (if any) and also the full right to recover and receive all compensation which might at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations</p> <p>5 By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations</p> <p>6 Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, by way of fixed charge with full title guarantee the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and</p> <p>7 By way of assignment with full title guarantee the Intellectual Property Rights being</p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor, and</p> <p>(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights might subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property might be incorporated,</p> <p>(continued)</p>	

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

that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

THE SCHEDULE
THE MORTGAGED PROPERTY

The property known as or being

The property is

Freehold ☒

Leasehold ☐

506-510 Manchester Road

Stechbridge

Sheffield

S 36 2 DU

Including the entirety of the property comprised in the document(s) particulars of which are set out below

Date	Description (Conveyance, Lease, Assignment, Assent etc)	Parties

Title No(s)

Administrative Area

S 4K 185932

SOUTH YORKSHIRE (SHEFFIELD)

NOTE

(A) By sub-clause 5.1 of the Mortgage the Mortgagor shall not without the prior written consent of the Bank

(i) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (other than the Mortgaged Chattels (subject as provided in clause 5.5(a) of the Mortgage)),

(continued)

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	JOHN STANILAND
Company name	STANILANDS PROPERTY LAWYERS
Address	184 Main Road Dunelm
Post town	Sheffield
County/Region	SOUTH YORKSHIRE
Postcode	S9 5 11 Q
Country	ENGLAND
DX	
Telephone	0114 2442621



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



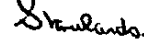
Further information

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

MG01

Particulars of a mortgage or charge

<div data-bbox="129 396 172 434" data-label="Text">7</div> <div data-bbox="359 396 1136 434" data-label="Section-Header">Particulars as to commission, allowance or discount (if any)</div> <div data-bbox="359 434 1136 748" data-label="Text"> <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> </div> <div data-bbox="129 748 359 1211" data-label="Text"> <div data-bbox="129 748 359 808" data-label="Text">Commission allowance or discount</div> <div data-bbox="359 748 1136 1211" data-label="Text">NIL</div> </div>	
<div data-bbox="129 1211 172 1249" data-label="Text">8</div> <div data-bbox="359 1211 1136 1249" data-label="Section-Header">Delivery of instrument</div> <div data-bbox="359 1249 1136 1704" data-label="Text"> <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> </div>	
<div data-bbox="129 1704 172 1742" data-label="Text">9</div> <div data-bbox="359 1704 1136 1742" data-label="Section-Header">Signature</div> <div data-bbox="359 1742 1136 1809" data-label="Text"> <p>Please sign the form here</p> </div> <div data-bbox="129 1809 359 2018" data-label="Text"> <div data-bbox="129 1809 359 1848" data-label="Text">Signature</div> <div data-bbox="359 1809 1136 1944" data-label="Text"> <div data-bbox="359 1809 1136 1848" data-label="Text">Signature</div> <div data-bbox="359 1848 1136 1944" data-label="Text"> <div data-bbox="359 1848 406 1886" data-label="Text">X</div> <div data-bbox="406 1848 1136 1944" data-label="Text">  </div> <div data-bbox="1093 1848 1136 1886" data-label="Text">X</div> </div> </div> <div data-bbox="359 1944 1136 2018" data-label="Text"> <p>This form must be signed by a person with an interest in the registration of the charge.</p> </div> </div>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6434055
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 10 APRIL 2012
AND CREATED BY MOSAIC NORTH LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 1 MAY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MAY 2012

