

MG01

Particulars of a mortgage or charge



IRIS™  
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 register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s.

WEDNESDAY



\*AR5PBG8U\*

A29

30/12/2009

COMPANIES HOUSE

151

1

**Company details**

Company number 0 0 0 2 1 7 9 4

Company name in full Jeyes Professional Limited ("Owner")

4

→ **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 d2 d2 m1 m2 y2 y0 y0 y9

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 Owner and (2) National Westminster Bank Plc ("Bank") ("Deed").

4

**Amount secured**

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

Amount secured All the Owner's liabilities to the Bank (present, future, actual or  
contingent and whether incurred alone or jointly with another) and  
include:

1. Interest;
- 1.2 any expenses the Bank or a receiver incurs (on a full  
indemnity basis and with Interest from the date of payment)  
in connection with:
  - 1.2.1 the Property charged by Clause 2 of the Deed; and
  - 1.2.2 taking, perfecting, protecting, enforcing or exercising any  
power under the Deed ("Obligations").

**Continuation page**

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

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## 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	National Westminster Bank Plc
Address	135 Bishopsgate
	London
Postcode	E C 2 M 3 U R
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

**1. Charge**

The Owner, as a continuing security for its Obligations and with full title guarantee, gave to the Bank:

- 1.1 a fixed charge over the following property of the Owner, owned now or in the future:
  - 1.1.1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land;
  - 1.1.2 all plant and machinery, including any associated warranties and maintenance contracts;
  - 1.1.3 all the goodwill of the Owner's business;
  - 1.1.4 any uncalled capital;
  - 1.1.5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities;
  - 1.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights; and
  - 1.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.

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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	1.2	a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under the Deed or under any other security held by the Bank.
	2.	<b>Restrictions</b>
		Save as permitted under the ABFF, the Owner will not, without the Bank's consent:
	2.1	permit or create any mortgage, standard security, charge or lien on the Property;
	2.2	dispose of the Property charged by Clause 2.1 of the Deed;
	2.3	dispose of the Property charged by Clause 2.2 of the Deed, other than in the ordinary course of business;
	2.4	call on, or accept payment of, any uncalled capital;
	2.5	deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements;
	2.6	grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting; and
	2.7	dispose of, part with or share possession or occupation of any of its Land.
	3.	<b>Property Undertakings</b>
		The Owner will not, without the Bank's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
	4.	<b>Conversion of Floating Charge to Fixed Charge</b>
	4.1	The Bank may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without the Bank's consent.
	4.2	The floating charge will become a fixed charge if an administrator of the Owner is appointed.
	5.	<b>Investigating Accountants</b>
		The Bank may require the Owner to appoint a firm of accountants to review its financial affairs, if:
	5.1	any of the Owner's Obligations are not paid when due;
	5.2	the Bank considers that the Owner has breached any other obligation to the Bank; and

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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

- 5.3 the Bank considers any information provided by the Owner to be materially inaccurate.
- Any review required will take place within 7 days of the Bank's request (or longer if the Bank agrees). The firm, and the terms of reference, must be approved by the Bank. The Owner (and not the Bank) will be responsible for the firm's fees and expenses, but the Bank may make payment and the Owner will repay the Bank on demand.
- 6. Possession and Enforceability**
- 6.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until the Bank takes possession.
- 6.2 The Bank may take possession and enforce the Deed if:
- 6.2.1 the Bank demands payment of any of the Owner's Obligations;
- 6.2.2 the Owner asks the Bank, or the Bank receives notice of intention, to appoint an administrator or an administration application is made;
- 6.2.3 a meeting is called or a petition is presented for liquidation of the Owner; and
- 6.2.4 any security is enforced in respect of any assets of the Owner.
- 6.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.
- 6.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.
- 7. Appointment of Receiver or Administrator**
- 7.1 The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner.
- 7.2 Any receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver. The Bank may fix and pay the receiver's fees and expenses at the expense of the Owner.
- 8. Powers of the Bank and receivers**
- 8.1 The Bank or any receiver may:
- 8.1.1 carry on the Owner's business;
- 8.1.2 enter, take possession of, and/or generally manage the Property;
- 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land;

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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

- 8.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to **Land** or **Property** include land or property that is purchased by the Bank or a receiver under this power;
- 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land;
- 8.1.6 complete any transactions by executing any deeds or documents in the name of the Owner;
- 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
- 8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 8.1.9 call up any uncalled capital with all the powers conferred by the Owner's articles of association;
- 8.1.10 employ advisers, consultants, managers, agents, workmen and others;
- 8.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and
- 8.1.12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 8.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.
- 8.3 Joint receivers may exercise their powers jointly or separately.
- 8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 8.5 The Bank may exercise any of its powers even if a receiver has been appointed.
- 8.6 The Bank may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Bank will only exercise those rights as instructed by the Owner.
- 8.7 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 8.8 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction.

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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><b>9. Application of Payments</b></p> <p>9.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.</p> <p>9.2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank after the date of the notice will be applied first to repay any of the Owner's Obligations arising after that date.</p> <p><b>10. Preservation of other Security and Rights and Further Assurance</b></p> <p>10.1 The Deed is in addition to any other security for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate the Deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Bank's other rights.</p> <p>10.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under the Deed.</p> <p><b>11. Power of Attorney</b></p> <p>To give effect to the Deed and secure the exercise of any of its powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.</p> <p>In this form, the following have the following meaning:</p> <p><b>ABFF</b> means the asset based finance facility dated on or around the date of this deed and made between RBSIF, Jeyes Limited, Jeyes Professional Division Limited and Jeyes Group Limited;</p> <p><b>Interest</b> means the rate charged by the Bank, calculated both before and after demand and judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Bank;</p> <p><b>Land</b> means any interest in heritable, freehold or leasehold land;</p> <p><b>RBSIF</b> means RBS Invoice Finance Limited; and</p> <p><b>Subsidiary</b> means an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "<b>Control</b>" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.</p>	

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## Particulars of a mortgage or charge

### 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 *DLAiper UK LLP*

X

This form must be signed by a person with an interest in the registration of the charge.

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## 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 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 21794  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22  
DECEMBER 2009 AND CREATED BY JEYES PROFESSIONAL  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO NATIONAL WESTMINSTER  
BANK PLC 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 30 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2010

07  
J.J.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES