

22-7-15/13

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

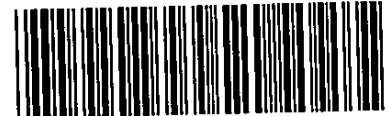
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

THURSDAY



AIMAGWSS

A14

18/08/2011

110

COMPANIES HOUSE

For official use

1

Company details

Company number

0 0 0 3 4 2 3 9

Company name in full

Brintons Limited

→ **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

d0 d9 m0 m8 y2 y0 y1 y1

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

Deposit Agreement (the "Agreement") 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 hereafter by the Bank)
which now are or at any time hereafter may be due, owing
or incurred from or by the Depositor to the Bank pursuant
to all or any of the Ancillary Facilities (as defined in the
Agreement),

(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
Address	City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent
Postcode	M E O 8 O L S
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

By way of separate first fixed charge with full title guarantee each of the items comprised within the Deposit (as defined below) and all such respective rights to the repayment thereof as the Depositor may have under the terms upon which the Deposit was made and the provisions hereinbefore contained (or otherwise howsoever) as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Agreement) to the intent that the security thereby constituted shall be a continuing security

"Deposit" means

- (a) the debt or debts which were then or thereafter owing to the Depositor (in whatever currency denominated) by the Bank on the Account, and
- (b) the debt or debts thereafter owing to the Depositor (in whatever currency denominated) by the Bank in connection with any money market or other deposit placed with the Bank from time to time using funds which have from time to time been credited to the Account,

and such expression shall include any amounts referred to in sub-clause 4 2 and clause 7,

"Account" means the account(s) described in the Schedule, any account(s) directly or indirectly replacing any of the account(s) described in the Schedule and any such account(s) or replacement account(s) as renamed and/or renumbered and/or redesignated and where there is more than one account any reference to "Account" shall include each such account individually as well as any or all of them taken together,

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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 Charlotte Fisher

Company name Martineau

Address

Post town

County/Region

Postcode

Country

DX 721090 Birmingham 43

Telephone 0870 763 2000



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

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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 870).

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).

9 Signature

Please sign the form here

Signature

Signature

X Markneau

X

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>b Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Depositor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,</p> <p>c Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to this Agreement or the Deposit (including any acts necessary to release the Deposit from this security) or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis,</p> <p>d Fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to this Agreement Such fees shall be payable at such rate as may be specified by the Bank, and</p> <p>e All other money and liabilities expressed to be secured thereby and all other obligations and liabilities of the Depositor under the Agreement</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	<p>NOTE</p> <p>(a) The Depositor shall not, without the Bank's prior written consent, mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (except in favour of, or to, the Bank)</p> <p>(b) The Depositor shall not do, omit to do or suffer anything whereby any entitlement of the Bank under any provision of the Agreement might be impeded or its exercise delayed</p> <p>THE SCHEDULE</p> <table border="1" data-bbox="351 851 1428 952"><tr><td data-bbox="351 851 997 896">The account with the Bank denominated in</td><td data-bbox="997 851 1428 896">and now numbered</td></tr><tr><td data-bbox="351 896 997 952">STERLING</td><td data-bbox="997 896 1428 952">01665532</td></tr></table> <p>designated</p> <table border="1" data-bbox="351 1008 1428 1131"><tr><td data-bbox="351 1008 1428 1075">LTSB re BRINTONS LIMITED</td></tr><tr><td data-bbox="351 1075 1428 1131"></td></tr></table> <table border="1" data-bbox="351 1164 1428 1265"><tr><td data-bbox="351 1164 997 1209">The account with the Bank denominated in</td><td data-bbox="997 1164 1428 1209">and now numbered</td></tr><tr><td data-bbox="351 1209 997 1265"></td><td data-bbox="997 1209 1428 1265"></td></tr></table> <p>designated</p> <table border="1" data-bbox="351 1321 1428 1444"><tr><td data-bbox="351 1321 1428 1388"></td></tr><tr><td data-bbox="351 1388 1428 1444"></td></tr></table>		The account with the Bank denominated in	and now numbered	STERLING	01665532	LTSB re BRINTONS LIMITED		The account with the Bank denominated in	and now numbered				
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STERLING	01665532													
LTSB re BRINTONS LIMITED														
The account with the Bank denominated in	and now numbered													



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 34239
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT TO SECURE
OWN LIABILITIES DATED 9 AUGUST 2011 AND CREATED BY
BRINTONS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK
PLC ON ANY ACCOUNT WHATSOEVER 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 18
AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2011

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Companies House
— for the record —



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