

MG01

Particulars of a mortgage or charge



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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



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A33

30/12/2009

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COMPANIES HOUSE

1 Company details

Company number

0 0 7 4 1 0 3 9

Company name in full

Jeyes Overseas Limited ("Owner")

→ 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

02 02 01 02 02 00 00 09

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) Lombard North Central PLC ("Lombard") ("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 Lombard (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 Interest.
- 1.2 any expenses Lombard 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.
 - 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.

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	Lombard North Central PLC /
Address	3 Princess Way, Redhill
Postcode	R H 1 1 N P
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 Lombard:

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.

1.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments.

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 Lombard.

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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	2.	Restrictions	
	Save as permitted under the ABFF, the Owner will not, without Lombard'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.	
	2.7	dispose of; part with or share possession or occupation of any of its Land.	
	3.	Property Undertakings	
	The Owner will not, without Lombard's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.		
	4.	Conversion of Floating Charge to Fixed Charge	
	4.1	Lombard 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 Lombard's consent.	
	4.2	The floating charge will become a fixed charge if an administrator of the Owner is appointed.	
	5.	Investigating Accountants	
Lombard 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	Lombard considers that the Owner has breached any other obligation to Lombard.		
5.3	Lombard considers any information provided by the Owner to be materially inaccurate.		

MG01 - continuation page

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

MG01 - continuation page

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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 Lombard 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.
- 8.1.12 do any acts which Lombard 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 Lombard may exercise any of its powers even if a receiver has been appointed.
- 8.6 Lombard 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 Lombard will only exercise those rights as instructed by the Owner.
- 8.7 Lombard may set off any amount due from the Owner against any amount owed by Lombard to the Owner. Lombard may exercise this right, without prior notice, both before and after demand. For this purpose, Lombard 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 Lombard 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. Lombard allowing the Owner to make withdrawals will not waive this restriction.

MG01 - continuation page

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>9. Application of Payments</p> <p>9.1 Lombard may apply any payments received for the Owner to reduce any of the Owner's Obligations, as Lombard decides.</p> <p>9.2 If Lombard receives notice of any charge or other interest affecting the Property, Lombard may suspend the Owner's account(s) and open a new account or accounts. Regardless of whether Lombard suspends the account(s), any payments received by Lombard after the date of the notice will be applied first to repay any of the Owner's Obligations arising after that date.</p> <p>10. Preservation of other Security and Rights and Further Assurance</p> <p>10.1 The Deed is in addition to any other security for the Owner's Obligations held by Lombard now or in the future. Lombard may consolidate this 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 Lombard's other rights.</p> <p>11.2 On request, the Owner will execute any deed or document, or take any other action required by Lombard, to perfect or enhance Lombard's security under the Deed.</p> <p>11. Power of Attorney</p> <p>To give effect to the Deed and secure the exercise of any of its powers, the Owner irrevocably appoints Lombard, 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>ABFF: The asset based finance facility dated on or around the date of this deed and made between RBS Invoice Finance Limited, Jeyes Limited, Jeyes Professional Division Limited and Jeyes Group Limited;</p> <p>Interest: the rate charged by Lombard, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by Lombard; and</p> <p>Land: any interest in heritable, freehold or leasehold land;</p> <p>Property: the property charged by Clause 2 of the Deed; and</p> <p>Subsidiary: an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.</p>	

MG01

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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 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 DLA Rper UK LLP ✓

X

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

MG01

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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 **Frazer Morris**

Company name
DLA Piper UK LLP

Address **3 Noble Street**

Post town **London**

County/Region

Postcode

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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 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. 741039
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
DECEMBER 2009 AND CREATED BY JEYES OVERSEAS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LOMBARD NORTH CENTRAL PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 30
DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2010



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES