

MG01

Particulars of a mortgage or charge



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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
particulars of a charge for a
company. To do this, please
form MG01s.

TUESDAY



A17 *AOHE6GET* 120
05/01/2010
COMPANIES HOUSE

1 Company details

Company number 0 0 7 4 1 0 3 9

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

For official use
5

→ **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 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 Debenture between (1) the Owner and (2) RBS Invoice Finance Limited ("RBSIF") ("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 RBSIF of any kind and in any currency
(whether present or future actual or contingent and whether incurred
alone or jointly with another) together with RBSIF's charges and
commission Interest and Expenses ("Owner's 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

RBS Invoice Finance Limited

AddressSmith House, PO Box 50 Elmwood Avenue, Feltham,
Middlesex**Postcode**

T W 1 3 7 Q D

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**Charge**

- 1 The Owner covenanted to discharge on demand the Owner's Obligations and as a continuing security for such discharge and with full title guarantee charged to RBSIF:-
 - 1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Owner.
 - 1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Owner except the property charged by Clause 1.1 of the Deed.
 - 1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Owner.
 - 1.4 By way of fixed charge all plant and machinery of the Owner present and future and all associated warranties and maintenance contracts.
 - 1.5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Owner.
 - 1.6 By way of fixed charge all the goodwill of the Owner present and future.
 - 1.7 By way of fixed charge all the uncalled capital of the Owner present and future.
 - 1.8 By way of fixed charge all stocks shares and other securities held by the Owner from time to time in any subsidiary and all income and rights derived from or attaching to the same.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- 1.9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Owner present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property.
- 1.10 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with RBSIF or any third party.
- 1.11 By way of floating charge all the undertaking and all property assets and rights of the Owner present and future not subject to a fixed charge under the Deed or any other security present or future held by RBSIF.

Restrictions

- 2.1 Save as permitted under the ABFF, the Owner will not without the previous written consent of RBSIF:-
- 2.1.1 Create or permit to arise any mortgage charge or lien on the Property.
- 2.1.2 Dispose of the Property charged by Clauses 1.1 to 1.10 of the Deed inclusive.
- 2.1.3 Accept payment in advance of a call for or call up any uncalled capital.
- 2.1.4 Dispose of the Property charged by Clause 1.11 of the Deed other than in the ordinary course of business.
- 2.1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.
- 2.2 If RBSIF does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee.

Repair and Alteration

3. The Owner will not without the prior written consent of RBSIF make any alteration to the Property charged by Clauses 1.1 and 1.2 of the Deed which would require Planning Permission or approval under any Building Regulations

Notice of Crystallisation

4. RBSIF may by written notice to the Owner convert the floating charge into a fixed charge as regards any of the property assets and rights of the Owner present and future not subject to a fixed charge under the Deed. Following such a notice the Owner shall not dispose of any of such Property which is included in the notice without the prior written consent of RBSIF.

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Powers of RBSIF</p> <p>5.1 RBSIF may without restriction grant or accept surrenders of leases of the Owner's freehold and leasehold property or any part of it.</p> <p>5.2 Section 103 of the Law of Property Act 1925 shall not apply and RBSIF may exercise its power of sale and other powers under that or any other Act or the Deed at any time after the date of the Deed.</p> <p>5.3 RBSIF may under the hand of any official or manager or by deed appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Owner and the Owner shall be solely responsible for the receiver's acts defaults and remuneration.</p> <p>5.4 RBSIF may under the hand of any official or manager appoint an administrator of the Owner.</p> <p>5.5 All or any of the powers conferred on a receiver by Clause 8 of the Deed may be exercised by RBSIF without first appointing a receiver or notwithstanding any appointment.</p> <p>5.6 RBSIF will not be liable to account to the Owner as mortgagee in possession for any money not actually received by RBSIF.</p> <p>5.7 Section 93(1) of the Law of Property Act 1925 shall not apply to the Deed.</p> <p>5.8 RBSIF may as it thinks fit exercise any rights attaching to the Property charged by Clauses 1.8 and 1.9 of the Deed for the purpose of preserving the value of or realising such Property but otherwise RBSIF will only exercise such rights in accordance with the Owner's instructions.</p> <p>5.9 In addition to any lien or right to which RBSIF may be entitled by law RBSIF may from time to time without notice and both before and after demand set off the whole or any part of the Owner's Obligations against any deposit or credit balance on any account of the Owner with RBSIF (whether or not that deposit or balance is due to the Owner).</p> <p>5.10 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Owner with RBSIF that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Owner before all the Owner's Obligations have been discharged but RBSIF may without prejudice to the Deed permit the Owner to make withdrawals from time to time.</p> <p>5.11 RBSIF may exchange or convert to the Required Currency any currency held or received.</p> <p>5.12 If RBSIF believes that any representation made by the Owner to RBSIF is materially untrue or that the Owner has breached or might be about to breach any undertaking or covenant given to RBSIF or any part of the Owner's Obligations is not paid to RBSIF when due then RBSIF may request that the Owner appoint a firm of accountants to investigate and report to RBSIF on the financial affairs of the Owner.</p>	

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>5.13 If RBSIF makes a request under Clause 7.12 of the Deed the Owner shall within 7 days (or such longer period as RBSIF may allow) appoint a firm of accountants approved by RBSIF on terms of reference approved by RBSIF to carry out such investigation and make such report and the Owner shall be solely responsible for the fees and expenses of such firm of accountants. RBSIF may pay the amount of such fees and expenses on behalf of the Owner and the Owner shall reimburse RBSIF such amount on demand.</p> <p>5.14 RBSIF may apply to any account of the Owner with RBSIF (whether in credit or debit or whether such account may go into debit as a result) any amount which the Owner is liable to pay or reimburse to RBSIF under the Deed.</p> <p>Receivers</p> <p>6.1 Any receiver appointed by RBSIF shall be a receiver and manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint receivers may be exercised jointly or severally:-</p> <p>6.1.1 To take possession of and generally manage the Property and any business of the Owner.</p> <p>6.1.2 To carry out on any freehold or leasehold property of the Owner any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment.</p> <p>6.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land.</p> <p>6.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land.</p> <p>6.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Owner.</p> <p>6.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise.</p> <p>6.1.7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen.</p> <p>5.1.8 To call up any uncalled capital of the Owner with all the powers conferred by the articles of association of the Owner in relation to calls.</p> <p>6.1.9 To employ advisers consultants managers agents workmen and others.</p> <p>6.1.10 To purchase or acquire materials tools equipment goods or supplies.</p> <p>6.1.11 To borrow any money and secure the payment of any money in priority to the Owner's Obligations for the purpose of the exercise of any of his powers.</p>	

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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

6.1.12 To do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.

6.2 A receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

Power of Attorney

7 The Owner irrevocably appoints RBSIF and any receiver severally to be the attorney of the Owner (with full power of substitution and delegation) in the Owner's name and on the Owner's behalf and as the Owner's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by RBSIF or any receiver pursuant to this deed or the exercise of any of their powers.

Appropriation

8.1 Subject to Clause 10.2 of the Deed RBSIF may appropriate all payments received for the account of the Owner in reduction of any part of the Owner's Obligations as RBSIF decides.

8.2 RBSIF may open a new account or accounts upon RBSIF receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not RBSIF opens any such account no payment received by RBSIF after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Owner's Obligations outstanding at the time of receiving such notice.

Preservation of other Security and Rights and Further Assurance

9.1 The Deed is in addition to any other security present or future held by RBSIF for the Owner's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of RBSIF.

9.2 The Owner will at its own cost at RBSIF's request execute any deed or document and take any action required by RBSIF to perfect this security or further to secure on the Property the Owner's Obligations.

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>In this form the following have the following meaning:</p> <p>ABFF means the asset based finance facility dated on or around the date of this deed and made between RBSIF, Jeyes Limited, Jeyes Professional Limited and Jeyes Group Limited;</p> <p>Expenses means all expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with the Property or the Owner's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred</p> <p>Intellectual Property Rights includes (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names</p> <p>Interest means interest at the same rate as the discounting charge charged to the Owner by RBSIF from time to time</p> <p>Property means the whole and any part of the undertaking property and assets of the Owner charged by Clause 1 of the Deed; and</p> <p>Required Currency means the currency or currencies in which the Owner's Obligations are expressed from time to time.</p>	

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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

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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 Piper UK LLP.*

X

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

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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. 5

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 RBS INVOICE FINANCE LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 5
JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2010

Dx. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES