

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s.

THURSDAY



A38 28/01/2010 397
COMPANIES HOUSE

1

Company details

Company number 0 1 9 9 4 1 3 5

Company name in full HENRI-LLOYD INTERNATIONAL LIMITED (the "Company")

4 For official use
→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

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Date of creation of charge

Date of creation d1 d9 m0 m1 y2 y0 y1 y0

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 Pledge and Assignment

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Amount secured

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

Amount secured All money and liabilities whatever, whenever and howsoever incurred
by the Company whether now or in the future (the "Customer
Liabilities")

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

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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 HSBC Bank plc (the "Bank")

Address 8 Canada Square

City of London

Postcode E 1 4 5 H Q

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. The Company hereby:
 - (a) pledges, with full title guarantee, to the Bank, by way of a continuing security, the Documents and the Goods for the discharge and payment of the Customer's Liabilities which liabilities the Company covenants to discharge on demand; and
 - (b) assigns, with full title guarantee, to the Bank all rights and claims to which the Company is now or may in the future become entitled in relation to the proceeds of any policy of insurance now or in the future issued with respect to the Goods, except to the extent that such assignment would constitute a charge registerable under Section 860 of the Companies Act 2006, subject to reassignment on redemption.
2. The Pledge and Assignment and the Bank's rights under such Pledge and Assignment are in addition to any other security interest present or future held by the Bank from the Company or any other person for the Customer's Liabilities and shall not merge with or prejudice or be prejudiced by any such security or any other contractual or legal rights of the Bank.
3. Sections 93(1) and 103 of The Law of Property Act 1925 shall not apply to the Pledge or the Assignment.
4. If the Company:
 - (a) fails to pay or discharge any of the Customer's Liabilities when the same ought to be paid and discharged by the Company (whether on demand or at scheduled maturity or by acceleration or otherwise as the case may be); or
 - (b) is in default of any of the terms of the Pledge and Assignment or any trust receipt relating to the Goods; or

continued.....

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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

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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).

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Signature

Please sign the form here.

Signature

Signature

X

Cobbetts 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 Tom Brook

Company name Cobbetts LLP

Address 58 Mosley Street

Post town Manchester

County/Region

Postcode M 2 3 H Z

Country England

DX DX 14374 Manchester 1

Telephone 0845 404 2404



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

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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

(c) is unable or admits to being unable to pay its debts as they become due or is subject to any proceedings in or analogous to insolvency, bankruptcy, administration or liquidation or enters into any composition or arrangement for the benefit of its creditors or if a receiver or administrative receiver is appointed in respect of any of the Company's assets or if legal process is levied or enforced against any of its assets; or

(d) any action is threatened or taken which might in the opinion of the Bank prejudice the Bank's interest in and rights against the Documents and/or the Goods;

then the Bank shall be entitled to enforce the Pledge and/or the Assignment and may without demand, notice or other action with respect to the Company or any other person assign, realise, sell, negotiate or otherwise dispose of some or all of the Documents, the Goods and the policy proceed referred to in Clause 2.1(b) of the Pledge and Assignment at any time and at such price and on such terms in any way it deems expedient free from any restrictions and claims and the Bank shall not be liable for any loss however caused arising out of any such assignment, realisation, sale, negotiation or disposal. Any person dealing with the Bank shall be entitled and bound to assume without enquiry that any sale or other act undertaken by the Bank is properly and regularly done and may accept as effectual any receipt given by the Bank.

5. The proceeds of any disposal under Clause 2.4 of the Pledge and Assignment shall subject to the provisions of Clause 7.6 of the Pledge and Assignment be applied by the Bank in or towards discharge of the costs incurred in effecting any such disposal and thereafter in or towards discharge of the Customer Liabilities and in the event that the proceeds are insufficient to discharge such amounts, the Company undertakes to indemnify the Bank on demand against the amount of any shortfall.

6. The Company hereby assigns to the bank any rights which the Company may now or in the future have as the unpaid seller of Goods except to the extent that such assignment would constitute a charge registerable under Section 860 of the Companies Act 2006.

Definitions

"Documentary Credit" means a documentary credit issued or confirmed by the Bank at the request of or for the account of the Company and any commitment by the Bank to issue or confirm such credit and also includes any such credit or commitment as extended or amended;

"Documents" means all drafts, bills of exchange, other negotiable instruments of any description, bills of lading and other documents of title, combined and other transportation documents, dock warrants, delivery orders, warehouse warrants and receipts and other storage documents, insurance policies and certificates and other instruments and other documents representing or relating to goods and/or produce (whether or not constituting or evidencing title to them) which goods and/or documents are in the actual or constructive possession or control of, or held by, to the order of, under an attornment in the Bank's favour other otherwise on behalf of the Bank its agents or its nominees from time to time whether by deposit with and/or enforcement to and/or transfer to the Bank, its agents or its nominees and/or otherwise and whether for custody, collection, security, presentation under a Documentary Credit or any other reason and whether or not in the ordinary course of banking business and whether in England or elsewhere;

"Goods" means the goods and/or produce to which Documents relate.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1994135
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AND ASSIGNMENT
DATED 19 JANUARY 2010 AND CREATED BY HENRI-LLOYD
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 28 JANUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY
2010**

*PO
Jed*



Companies House
— for the record —



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