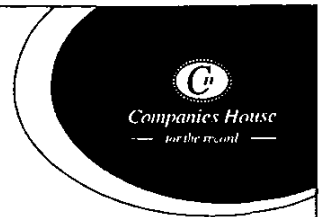


MG01

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

MONDAY



A09

12/03/2012

#121

COMPANIES HOUSE

1 Company details		<input checked="" type="checkbox"/> For official use
Company number	0 3 1 0 7 3 4 8	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	AK Assistance Limited	
2 Date of creation of charge		
Date of creation	d 0 6 m 0 3 y 2 0 y 1 2	
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 Deed (the Debenture)	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by the Borrower, whether actually or contingently, solely or jointly and whether as principle or surety, and whether or not the lender shall have been an original party to the relevant transaction, including, without limitation interest, discount, commission and all other charges or expenses which the Lender may charge or incur in respect of any of those matters, and so that interest shall be computed and compounded according to the Lender's usual rates and practice as well after as before any demand made or decree or judgement obtained under this deed	
Continuation page Please use a continuation page if you need to enter more details.		

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Particulars of a mortgage or charge

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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

Metro Bank Plc

Address

One Southampton Row

London

Postcode

W C 1 B 5 H A

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 first legal mortgage all the freehold and leasehold property of the Borrower (including the property described in Schedule 1) now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Borrower and from time to time in or on such property and the proceeds of sale of such assets

By way of fixed charge all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Borrower

By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Borrower

By way of fixed charge all the plant and machinery vehicles and computer equipment of the Borrower present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

By way of fixed charge all furniture furnishings equipment tools and other chattels of the Borrower present and future not regularly disposed of in the ordinary course of business

By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Borrower

By way of fixed charge all the goodwill and uncalled capital of the Borrower present and future

By way of fixed charge all stocks and shares and other securities of the Borrower present and future (including in any subsidiary) and all income and rights derived from or attaching to the same

By way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Borrower or in which it may have an

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>interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Borrower or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world</p> <p>By way of fixed charge all book debts and other debts of the Borrower present and future and the proceeds of payment or realisation of each of them</p> <p>By way of floating charge all the undertaking and all property assets and rights of the of the Borrower present and future not subject to a fixed charge under this Deed</p> <p>The Borrower will not without the previous consent of the Lender</p> <p>(a) dispose of the Fixed Charge Assets,</p> <p>(b) sell give or share possession of, grant or agree to grant any interest lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charge Assets,</p> <p>(c) deal with the Borrower's book debts and other debts otherwise than by collecting them in the ordinary course of the Borrower's business and in particular the Borrower will not realise its book debts and other debts by means of block discounting factoring or the like</p> <p>(d) dispose of the Floating Charged Assets other than in the ordinary course of business,</p> <p>(e) create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets,</p> <p>(f) do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed</p>

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Particulars of a mortgage or charge

7	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>
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Commission allowance or discount

NIL

8	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>
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9	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>
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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 Alan Lorraine

Company name Optima Legal

Address One Carlol

Carlol Square

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 6 U F

Country UK

DX 61288 Newcastle

Telephone 08445716700



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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3107348
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DEED DATED 6
MARCH 2012 AND CREATED BY A K ASSISTANCE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO METRO 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 12 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MARCH 2012

