

MG01

Particulars of a mortgage or charge

024151/13



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  
company. To do this, please  
use form MG01s

TUESDAY



A21

\*AY58LSGE\*

15/03/2011

33

COMPANIES HOUSE

1

**Company details**

Company number

0 4 6 6 5 3 7 3

Company name in full

Leyton Engineering Services Ltd (the "Chargor")

For official use



**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

d1 d1 m0 m3 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

Debenture

4

**Amount secured**

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

Amount secured

All monies, debts, obligations and liabilities whatsoever whether for  
principal, interest, default interest or otherwise now or in the future  
due from, owing or incurred by the Chargor to Bryan Green (t/a Tnu  
Capital) (the "Lender") under or in connection with a loan  
agreement between the Chargor and the Lender dated the same date  
as the Debenture (the "Secured Liabilities")

**Continuation page**

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

16-3-11 045

**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 Bryan Green (t/a Tnuu Capital)

Address 7 Queen Street, Mayfair, London

Postcode W 1 J 5 P B

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

(A) The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges to the Lender by way of legal mortgage all the Chargor's right, title, benefit, estate and interest in and to the Property

(B) The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, to the extent not effectively subject to the security constituted by paragraph (C) below, charges to the Lender by way of fixed charge all the Chargor's present and future rights, title, benefit and interest in and to

(i) any other freehold and leasehold property now and at any time during the continuance of this security belonging to, vested in or held by the Chargor (other than the Property) and the proceeds of sale thereof and all licences now or hereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Chargor and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder and all rents and other income of such freehold or leasehold property, (ii) all present and future plant, vehicles, machinery, computers and office and other equipment (to the extent not effectively mortgaged or charged under paragraphs (A) and (B)(i) above), (iii) all chattels hired, leased, rented or agreed to be sold by the Chargor to any other person, (iv) all debts including book debts and receivables and claims of any description now and from time to time due, owing, incurred or accountable to the Chargor and whether presently arising, payable or performable or hereafter arising, falling due for payment or performance, together with all proceeds of any of the foregoing and the benefit of all rights relating to any of the foregoing,

(v) all and any inventions, patents, applications for patents, registered or unregistered trademarks or service marks, registered or unregistered designs, or applications for registration of trademarks, service marks or designs, and any trade names, rights, licences, copyrights, data base rights, confidential information, know how, trade secrets and any other property or rights in the nature of intellectual property belonging to or in which the Chargor has an interest and all fees, royalties and other rights of every kind deriving therefrom,

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## 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>(vi) the Chargor's present and future goodwill and uncalled capital,</p> <p>(vii) all documents which have been or may from time to time be deposited with the Lender and which are not charged to the Lender pursuant to the foregoing sub-paragraphs, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof,</p> <p>(viii) all contracts, licences, consents and authorisations held in connection with the Chargor's business or the use of any Charged Property,</p> <p>(ix) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986,</p> <p>(x) all other existing and future property not charged or assigned by the previous sub-paragraphs of this paragraph (B) (other than stock in trade or work in progress)</p> <p>(C) The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities assigns to the Lender by way of fixed mortgage all the Chargor's present and future right, title, benefit and interest in and to</p> <p>(i) any hiring, leasing, rental or sales contract relating to any chattels hired, leased, rented or agreed to be sold by the Chargor to any other person and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of that contract (to the fullest extent permitted under any relevant agreement),</p> <p>(ii) any contractual, restitutionary and tortious rights now and from time to time vested in the Chargor and whether presently arising or hereafter arising,</p> <p>(iii) any balance in whatever currency now or in the future standing to the credit of any account with any bank or financial institution,</p> <p>(iv) any present or future contracts or policies of insurance or assurance (including life policies) in which the Chargor now or hereafter has an interest and all claims and monies from time to time arising or payable thereunder, including any refund of premiums,</p> <p>(v) any stocks, shares, units in collective investment schemes, debentures, bonds, notes, commercial paper, certificates of deposit, depository receipts, negotiable instruments and/or other securities of any kind whatsoever in or relating to any company, firm or entity wheresoever situate and any rights or entitlements derived directly or indirectly from the same and whether any of the foregoing is represented by a certificate or instrument or by an entry in any register, account, book entry or other record or common account and whether marketable or otherwise, and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same, together with all dividends, interest allotments, accretions, offers, rights, benefits and advantages whatsoever in respect of or incidental to such securities</p> <p>(D) The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities assigns to the Lender by way of fixed charge all the Chargor's present and future right, title, benefit and interest in and to all proceeds of the Action due, owing, incurred or accountable to the Chargor together with the benefit of all rights relating thereto</p> <p>(E) The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges to the Lender by way of first floating charge the Chargor's <u>undertaking and all its other property assets and rights</u> whatsoever and wheresoever present and future including those expressed above as charged by way of mortgage or fixed charge or assigned to the Lender if and to the extent that such mortgage charge or assignment may fail for any reason to operate as a legal mortgage or fixed security or charge or may otherwise be ineffective</p>

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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

"Property" means the property, if any, listed in schedule 1 to the Debenture

"Charged Property" means the Property and all other assets, rights and undertaking of the Chargor which are the subject of any security created or purported to be created by the Debenture

"Action" means means the ongoing litigation between the Chargor (as claimant) and Bam Nuttall Limited (registered in England under Company Number 00305189) (as defendant) relating to a breach of contract claim

The Debenture contains a negative pledge pursuant to which the Chargor covenants not to create, without the Lender's prior written consent, further security over any of the Charged Property and not to dispose of the Charged Property other than as expressly permitted in accordance with the

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## Particulars of a mortgage or charge

### 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



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 Adam Jones

Company name Salans LLP

Address Millennium Bridge House

2 Lambeth Hill

Post town London

County/Region

Postcode E C 4 V 4 A J

Country United Kingdom

DX 196 London/Chancery Lane

Telephone +44 (0)20 7429 6000

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 4665373  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MARCH  
2011 AND CREATED BY LEYTON ENGINEERING SERVICES  
LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO BRYAN (T/A TNUI CAPITAL) 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 15 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MARCH 2011**

**THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 23/03/2011**





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

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

**COMPANY NO. 4665373  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MARCH  
2011 AND CREATED BY LEYTON ENGINEERING SERVICES  
LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO BRYAN GREEN (T/A TNUI CAPITAL)  
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 15 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MARCH 2011**



*Companies House*  
— for the record —



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