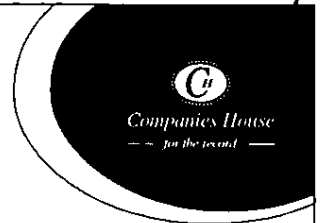


MG01

Particulars of a mortgage or charge

360150/13.



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

SATURDAY



A10BOLH5

A66

22/12/2012

#120

COMPANIES HOUSE

A34

15/12/2012

#227

COMPANIES HOUSE

1

Company details

Company number 0 5 0 9 0 3 1 1

Company name in full Hull Business Development Fund Limited

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 *

2

Date of creation of charge

Date of creation 0 7 1 2 2 0 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

Assignment

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or
contingent, whether owed jointly, severally or in any other capacity
whatsoever and of whatsoever amount) (and whether on or at any
time after demand) be due, owing or incurred in whatsoever manner
to Unity by the Company and whether or not Unity shall have been an
original party to the relevant transaction,

(see continuation sheet)

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									
Name	Unity Trust Bank Plc									
Address	Nine Brindleyplace									
	Birmingham									
Postcode	B	1		2	H	B				
Name										
Address										
Postcode										

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

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

All the borrower's rights, title and interest in and under the Loan Offers including, without limitation, all the Borrower's right, title and interest in respect of the Debts and the proceeds of any enforcement of security under any of the Security Documents held by the Borrower under the terms of the Loan Offers or otherwise in respect of the Debts

Definitions for the terms used

"Loan Offers" - means any letter of offer, facility letter or offer to make further loans to the Debtors in which the Borrower agrees to provide loan facilities or other financial accommodation to the Debtors (as amended, supplemented or varied from time to time),

"Debts" means the monies owed to the Borrower by the Debtors listed in schedule 1 to the Assignment]

"Debtors" - means the parties listed in schedule 1 to the Assignment

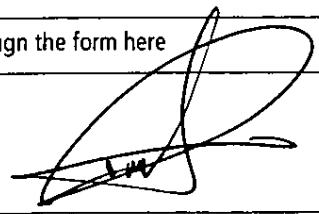
"Security Documents" - means any agreement or document entered into or to be entered into at any time by the Debtors or any one of them or any other Security Party for all or any part of the Debts or any one of them or any sum payable to the Borrower under or in connection with the Loan Offers or any one of them,

"Security Party" - means any person giving a guarantee or indemnity or security for all or any part of the Debts or any one of them or any other sum payable to the Borrower under or in connection with the Loan Offers or any one of them,

"Security Party" - means any person giving a guarantee or indemnity or security for all or any part of the Debts or any one of them or any other sum payable to the Borrower under or in connection with the Loan Offers or any one of them,

MG01

Particulars of a mortgage or charge

<div data-bbox="102 313 151 353" data-label="Text">7</div> <div data-bbox="343 313 1141 353" data-label="Section-Header"> Particulars as to commission, allowance or discount (if any) </div> <div data-bbox="343 358 1141 683" data-label="Text"> <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> </div> <div data-bbox="102 683 343 1176"> <div data-bbox="102 683 343 750" data-label="Text"> Commission allowance or discount </div> <div data-bbox="343 683 1141 1176" data-label="Text"> Nil </div> </div>		
<div data-bbox="102 1176 151 1216" data-label="Text">8</div>	<div data-bbox="343 1176 1141 1216" data-label="Section-Header"> Delivery of instrument </div> <div data-bbox="343 1220 1141 1702" data-label="Text"> <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> </div>	
<div data-bbox="102 1702 151 1742" data-label="Text">9</div> <div data-bbox="102 1814 343 2040"> <div data-bbox="102 1814 343 1859" data-label="Text">Signature</div> <div data-bbox="207 1937 247 1993" data-label="Text">/</div> </div>	<div data-bbox="343 1702 1141 1742" data-label="Section-Header"> Signature </div> <div data-bbox="343 1747 1141 1960" data-label="Text"> <p>Please sign the form here</p> <div data-bbox="343 1814 1141 1960" data-label="Text"> <div data-bbox="343 1814 414 1848" data-label="Text">Signature</div> <div data-bbox="343 1848 391 1892" data-label="Text">X</div> <div data-bbox="438 1747 758 1960" data-label="Text">  </div> <div data-bbox="1093 1848 1141 1892" data-label="Text">X</div> </div> </div> <div data-bbox="343 1960 1141 2040" data-label="Text"> <p>This form must be signed by a person with an interest in the registration of the charge</p> </div>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

(b) All costs, charges and expenses incurred hereunder by Unity and/or any Receiver, and all other monies paid by Unity and/or any Receiver in connection with the Facility Letter or the assets charged to Unity pursuant to the Assignment including without prejudice to the generality of the foregoing, the costs shall include all costs incurred by or charged to Unity (on a full indemnity basis) in taking, perfecting, enforcing or exercising (or attempting to perfect, enforce or exercise) any power under the Facility Letter and/or the Assignment, and

(c) interest discount commission or other lawful charges and expenses which Unity may, in the course of it's business, charge in respect of any of the matters aforesaid or for keeping the Borrower's account (s), and so that interest shall be computed and compounded according to the usual mode of Unity as well after as before any demand or judgment or the insolvency of the Borrower,

Definition for the terms used

"Facility Letter" - means any letter or offer, facility letter, or offer to make further loans to (Hull Business Development Fund Limited) in which Unity agrees to provide loan facilities or other financial accommodation to (Hull Business Development Fund Limited) (as amended, supplemented or varied from time to time)

MG01 - continuation page

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

MG01

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 **Paul Nugent**

Company name **Unity Trust Bank Plc**

Address **Nine Brindleyplace**

Birmingham

Post town **Birmingham**

County/Region **West Midlands**

Postcode **B 1 2 H B**

Country

DX

Telephone **0121 616 4102**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5090311
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT DATED 7
DECEMBER 2012 AND CREATED BY HULL BUSINESS
DEVELOPMENT FUND LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO UNITY
TRUST BANK PLC AND/OR ANY RECEIVER 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 22 DECEMBER 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013

