

MG01

Particulars of a mortgage or charge

035326113



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 Scottish  
company. To do this, please use  
form MG01s

WEDNESDAY



\*A13FBOZ8\*

A12

10/11/2010

79

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<small>For official use</small>
Company number	05231837	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	GUOANKIE LIMITED	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	04 11 2010	
<b>3</b>	<b>Description</b>	
	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 containing fixed and floating charges	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the Company to the Bank on any account and in any manner whatsoever	<b>Continuation page</b> Please use a continuation page if you need to enter more details

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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

Bank of Scotland plc registered in Scotland, number SC327000

Address

The Mound, Edinburgh

Postcode

E H 1 1 Y Z

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

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges

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GUIDANCE LIMITED

05231837

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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><b>SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS</b></p> <p>contained in a Debenture in favour of Bank of Scotland dated</p> <p><b>Charges</b></p> <p>1 by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at H M Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose,</p> <p>2 by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose,</p> <p>3 by way of fixed charge all interests not therein before effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale of land all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged thereunder,</p> <p>4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company,</p> <p>5 by way of fixed charge all stocks shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or inuring to the benefit of the Company,</p> <p>6 by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income,</p> <p>7 by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against thrd parties now or hereafter existing and capable of being satisfied by the payment of money (save as described in 5 above),</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	<p>8 by way of floating charge all the undertaking property and assets of the Company whatsoever and wheresoever present and future of the Company not thereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland and any assets falling within any of the types mentioned in 3 to 7 above inclusive situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such assets either in priority to or pari passu with the floating charge thereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such assets except by way of sale in the ordinary course of its business</p> <p>Conversion into fixed charge</p> <p>The Bank may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge -</p> <p>1 in respect of any assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition, and</p> <p>2 in respect of all the assets thereby charged if and when the Company shall cease to carry on business or to be a going concern,</p> <p>but so that this provision shall not apply to any assets situate in Scotland</p>

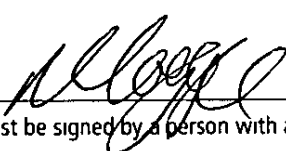
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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p data-bbox="355 454 767 488">Restriction on charges and disposals</p> <p data-bbox="355 584 1461 707">The Company may not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other asset subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein</p> <p data-bbox="355 808 655 842">Control of moneys received</p> <p data-bbox="355 938 1461 1122">The Company must pay into the Company s account with the Bank or as the Bank may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the Bank under 5, 6 and 7 above and until such payment hold all moneys so received upon trust for the Bank and may not without the prior written consent of the Bank charge factor discount or assign any of the said policies royalties debts rights or claims in favour of any other person or purport so to do</p> <p data-bbox="355 1223 791 1256">Redemption or purchase of own shares</p> <p data-bbox="355 1352 1461 1413">The Company may not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares</p>	

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## Particulars of a mortgage or charge

<div data-bbox="121 331 167 376">7</div> <div data-bbox="121 696 341 757">Commission allowance or discount</div>	<div data-bbox="341 331 1145 376">Particulars as to commission, allowance or discount (if any)</div> <div data-bbox="341 376 1145 689"> <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"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <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="121 1167 167 1211">8</div>	<div data-bbox="341 1167 1145 1211">Delivery of instrument</div> <div data-bbox="341 1211 1145 1675"> <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 866)</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 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)</p> </div>	
<div data-bbox="121 1675 167 1720">9</div> <div data-bbox="121 1787 341 1816">Signature</div>	<div data-bbox="341 1675 1145 1720">Signature</div> <div data-bbox="341 1720 1145 1995"> <p>Please sign the form here</p> <div data-bbox="341 1787 1145 1921"> <div data-bbox="341 1787 427 1809">Signature</div> <div data-bbox="341 1809 399 1861">X</div> <div data-bbox="491 1816 778 1966">  </div> <div data-bbox="1102 1809 1145 1861">X</div> </div> <p>This form must be signed by a person with an interest in the registration of the charge</p> </div>	

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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 COT TEAM 1 (REF GLA 69978)

Company name BANK OF SCOTLAND PLC

Address PO BOX 25287

Post town GLASGOW

County/Region

Postcode G 3 7 B R

Country

DX GW 80

Telephone 0845 125 9960



### 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](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. 5231837  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 NOVEMBER  
2010 AND CREATED BY GUIDANCE LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO BANK OF SCOTLAND PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 10 NOVEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2010

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES