

MG01

Particulars of a mortgage or charge

004581/13

Oyez

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

SATURDAY



A08

A1MU07EQ

01/12/2012

#65

COMPANIES HOUSE

1 Company details		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 *
Company number	0 5 5 2 3 1 6 3	
Company name in full	HATCHAM (NEPTUNE) LIMITED	
2 Date of creation of charge		
Date of creation	2 3 1 1 2 0 1 2	
3 Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' DEBENTURE	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge ALL OR ANY MONEY AND LIABILITIES WHICH SHALL FROM TIME TO TIME (AND WHETHER ON OR AT ANY TIME AFTER DEMAND) BE DUE, OWING OR INCURRED IN WHATSOEVER MANNER TO THE BANK BY THE CHARGOR, WHETHER ACTUALLY OR CONTINGENTLY, SOLELY OR JOINTLY AND WHETHER AS PRINCIPAL OR SURETY (OR GUARANTOR OR CAUTIONER), INCLUDING ANY MONEY AND LIABILITIES OF THE CHARGOR TO A THIRD PARTY WHICH HAVE BEEN ASSIGNED OR NOVATED TO OR OTHERWISE VESTED IN THE BANK AND INCLUDING INTEREST, DISCOUNTS, COMMISSION AND OTHER LAWFUL CHARGES OR EXPENSES WHICH THE BANK MAY IN THE COURSE OF ITS BUSINESS CHARGE OR INCUR IN RESPECT OF ANY OF THOSE MATTERS OR FOR KEEPING THE CHARGOR'S ACCOUNT, AND SO THAT INTEREST SHALL BE COMPUTED AND COMPOUNDED ACCORDING TO THE BANK'S USUAL RATES AND PRACTICE (OR OTHERWISE AGREED IN WRITING) AFTER AS WELL AS BEFORE ANY DEMAND MADE OR JUDGMENT OR DECREE OBTAINED UNDER OR IN RELATION TO THIS DEBENTURE PLEASE 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	INVESTEC BANK PLC ("THE BANK")
Address	(Company No 00489604) 2 Gresham Street, London
Postcode	E C 2 V 7 Q P
Name	
Address	
Postcode	

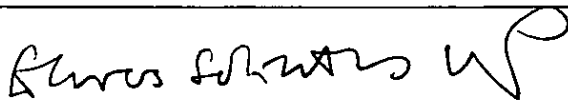
Continuation page
Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 BY WAY OF LEGAL MORTGAGE ANY FREEHOLD OR LEASEHOLD OR OTHER IMMOVABLE PROPERTY NOW VESTED IN THE CHARGOR TOGETHER WITH ALL BUILDINGS, TRADE AND OTHER FIXTURES, FIXED PLANT AND MACHINERY OF THE CHARGOR FROM TIME TO TIME THEREON AND THE PROCEEDS OF SALE THEREOF,</p> <p>2 BY WAY OF FIXED CHARGE</p> <p>(I) ALL OTHER FREEHOLD OR LEASEHOLD AND OTHER IMMOVABLE PROPERTY NOW OR IN THE FUTURE BELONGING OR CHARGED TO THE CHARGOR TOGETHER WITH ALL BUILDINGS, TRADE AND OTHER FIXTURES, FIXED PLANT AND MACHINERY OF THE CHARGOR FROM TIME TO TIME THEREON AND THE PROCEEDS OF SALE THEREOF,</p> <p>(II) ALL PLANT AND MACHINERY COMPUTERS, OFFICE AND OTHER EQUIPMENT NOW OR IN THE FUTURE BELONGING TO THE CHARGOR AND THE BENEFIT OF ANY WARRANTIES OR MAINTENANCE CONTRACTS FOR ANY OF THE SAME,</p> <p>(III) ALL STOCKS, SHARES, NOTES, BONDS AND OTHER SECURITIES OF ANY KIND WHATSOEVER (INCLUDING WARRANTS AND OPTIONS TO ACQUIRE OR SUBSCRIBE ANY OF THE SAME) WHETHER MARKETABLE OR OTHERWISE AND ALL OTHER INTERSETS (INCLUDING BUT NOT LIMITED TO LOAN CAPITAL) IN ANY PERSON, NOW OR FROM TIME TO TIME HEREAFTER OWNED BY THE CHARGOR OR IN WHICH THE CHARGOR HAS AN INTEREST, INCLUDING ALL ALLOTMENTS, RIGHTS, BENEFITS AND ADVANTAGES WHATSOEVER AT ANY TIME ACCRUING, OFFERED OR ARISING IN RESPECT OF OR INCIDENTAL TO THE SAME AND ALL MONEY OR PROPERTY ACCRUING OR OFFERED AT ANY TIME BY WAY OF CONVERSION, REDEMPTION, BONUS, PREFERENCE, OPTION, DIVIDEND, DISTRIBUTION, INTEREST OR OTHERWISE IN RESPECT THEREOF;</p> <p>PLEASE SEE CONTINUATION SHEET</p>

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

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<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> <p>NIL.</p>	
8	Delivery of instrument	
	<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>	
9	Signature	
Signature	<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>	

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

Richard Gilchrist

Company name

Glovers Solicitors LLP

Address

6 York Street

London

Post town

County/Region

Postcode

W 1 U 6 Q D

Country

DX

DX 44438 Marble Arch

Telephone

020 7935 8882



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

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	<p>THE CHARGOR SHALL PAY INTEREST (AS WELL AFTER OR BEFORE ANY JUDGMENT) AT THE RATE OR RATES APPLICABLE UNDER THE AGREEMENTS OR ARRANGEMENTS GIVING RISE TO THE RELEVANT LIABILITIES OR, IF NO SUCH RATE OR RATES ARE SPECIFIED, AT THE RATE OF TWO PER CENT PER ANNUM ABOVE THE BANK'S BASE RATE INTEREST SHALL BE COMPOUNDED IN THE EVENT OR IT NOT BEING PUNCTUALLY PAID IN ACCORDANCE WITH THE USUAL PRACTICE OF THE BANK BUT WITHOUT PREJUDICE TO THE RIGHTS OF THE BANK TO REQUIRE PAYMENT OF SUCH INTEREST</p>	

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	
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	<p>(IV) ALL BOOK AND OTHER DEBTS, REVENUES AND CLAIMS, WHETHER ACTUAL OR CONTINGENT, WHETHER ARISING UNDER CONTRACTS OR IN ANY OTHER MANNER WHATSOEVER NOW OR FROM TIME TO TIME HEREAFTER OWNED BY THE CHARGOR OR IN WHICH THE CHARGOR HAS AN INTEREST (WHETHER ORIGINALLY OWING TO THE CHARGOR OR PURCHASED OR OTHERWISE ACQUIRED BY IT) AND ALL THINGS OR CHOSSES IN ACTION WHICH MAY GIVE RISE TO ANY DEBT, REVENUE OR CLAIM, TOGETHER WITH THE FULL BENEFIT OF ANY ENCUMBRANCES (DEFINED AS ANY MORTGAGE, CHARGE, STANDARD SECURITY, RIGHT IN SECURITY, SECURITY, PLEDGE, LIEN, ASSIGNMENT, ASSIGNATION, GUARANTEE, INDEMNITY, RIGHT OF SET-OFF, RIGHT TO RETENTION OF TITLE OR OTHER ENCUMBRANCE, WHETHER FIXED OR FLOATING, OVER ANY PRESENT OR FUTURE PROPERTY, ASSETS OR UNDERTAKING), COLLATERAL INSTRUMENTS (DEFINED AS NOTES, BILLS OF EXCHANGE, CERTIFICATES OF DEPOSIT AND OTHER NEGOTIABLE AND NON-NEGOTIABLE INSTRUMENTS, GUARANTEES, INDEMNITIES AND ANY OTHER DOCUMENTS OR INSTRUMENTS WHICH CONTAIN OR EVIDENCE AN OBLIGATION (WITH OR WITHOUT SECURITY) TO PAY, DISCHARGE OR BE RESPONSIBLE DIRECTLY OR INDIRECTLY FOR, ANY LIABILITIES OF ANY PERSON AND INCLUDES ANY DOCUMENT OR INSTRUMENT CREATING OR EVIDENCING AN ENCUMBRANCE) AND ANY OTHER RIGHTS RELATING THERETO (WHETHER AS CREDITOR OR BENEFICIARY) INCLUDING, WITHOUT LIMITATION, RESERVATIONS OF PROPRIETARY RIGHTS, RIGHTS OF TRACING AND UNPAID VENDOR'S LIENS AND ASSOCIATED RIGHTS,</p> <p>(V) THE PROCEEDS OF COLLECTION OF ALL DEBTS (AS ARE DESCRIBED IN PARAGRAPH (IV) ABOVE,</p> <p>(VI) ALL AMOUNTS FROM TIME TO TIME STANDING TO THE CREDIT OF ALL PRESENT AND FUTURE ACCOUNTS OF THE CHARGOR WITH ANY BANK (INCLUDING THE BANK), FINANCIAL INSTITUTION OR OTHER PERSON,</p> <p>(VII) ALL INSURANCES (DEFINED AS ALL PRESENT AND FUTURE CONTRACTS OR POLICIES OF INSURANCE (INCLUDING LIFE ASSURANCE POLICIES) TAKEN OUT BY THE CHARGOR OR IN WHICH THE CHARGOR FROM TIME TO TIME HAS AN INTEREST) AND ALL MONEYS FROM TIME TO TIME PAYABLE TO THE CHARGOR UNDER OR PURSUANT TO THE INSURANCES INCLUDING WITHOUT LIMITATION THE RIGHT TO THE REFUND OF ANY PREMIUMS,</p> <p>(VIII) THE GOODWILL OF THE CHARGOR AND ITS UNCALLED CAPITAL FOR THE TIME BEING,</p> <p>(IX) THE PATENTS, TRADE MARKS, SERVICE MARKS AND REGISTERED DESIGNS (IF ANY) AND APPLICATION FOR ANY OF THE FOREGOING IN EACH CASE,</p> <p>(X) ALL PRESENT AND FUTURE PATENTS, TRADE MARKS, SERVICE MARKS AND REGISTERED DESIGNS INCLUDING APPLICATIONS THEREFORE NOW OR FROM TIME TO TIME HEREAFTER OWNED BY THE CHARGOR OR IN WHICH THE CHARGOR MAY HAVE AN INTEREST, AND</p> <p>PLEASE SEE CONTINUATION SHEET.</p>	

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

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	<p>(XI) ALL PATENTS (INCLUDING APPLICATIONS FOR AND RIGHTS TO APPLY FOR PATENTS), TRADE MARKS AND SERVICE MARKS (WHETHER REGISTERED OR NOT) AND APPLICATIONS FOR THE SAME, TRADE NAMES, REGISTERED DESIGNS, DESIGN RIGHTS, SEMI-CONDUCTOR TOPOGRAPHY RIGHTS, DATABASE RIGHTS, COPYRIGHTS, COMPUTER PROGRAMMES, KNOW-HOW AND TRADE SECRETS AND ALL OTHER INTELLECTUAL OR INTANGIBLE PROPERTY OR RIGHTS AND ALL LICENCES, AGREEMENTS AND ANCILLARY AND CONNECTED RIGHTS RELATING TO, INTELLECTUAL AND INTANGIBLE PROPERTY, IN EACH CASE NOW OR FROM TIME TO TIME HEREAFTER OWNED BY THE CHARGOR INCLUDING ANY RENEWALS, REVIVALS OR EXTENSIONS THEREOF AND WHEREVER IN THE WORLD SUBSISTING</p> <p>3 BY WAY OF ASSIGNMENT</p> <p>(I) ALL THE RIGHT, TITLE AND INTEREST OF THE CHARGOR IN AND TO ANY INTEREST RATE HEDGING AGREEMENTS NOW OR IN THE FUTURE ENTERED INTO WITH ANY PERSON,</p> <p>(II) (INsofar AS THEY ARE CAPABLE OF BEING ASSIGNED BY WAY OF SECURITY) ALL THE RIGHT, TITLE AND INTEREST OF THE CHARGOR IN AND TO ANY AGREEMENT TO WHICH THE CHARGOR IS A PARTY EXCEPT TO THE EXTENT THAT IT IS SUBJECT TO ANY FIXED CHARGE CREATED UNDER ANY OTHER PROVISIONS OF THIS DEBENTURE</p> <p>4 BY WAY OF FLOATING CHARGE THE WHOLE OF THE CHARGOR'S UNDERTAKING AND ALL ITS PROPERTY AND ASSETS WHATSOEVER AND WHERESOEVER PRESENT AND FUTURE OTHER THAN THE PROPERTY AND ASSETS FROM TIME TO TIME EFFECTIVELY CHARGED TO THE BANK BY WAY OF LEGAL MORTGAGE, FIXED CHARGE OR SECURITY ASSIGNMENT BY THE DEBENTURE</p> <p>THE DEBENTURE CONTAINS COVENANTS BY THE COMPANY THAT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK IT SHALL NOT NOR SHALL IT AGREE OR PURPORT TO -</p> <p>(I) CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST IN FAVOUR OF ANY PERSON OTHER THAN THE BANK ANY MORTGAGE, CHARGE, STANDARD SECURITY, RIGHT IN SECURITY, SECURITY, PLEDGE, LIEN, ASSIGNMENT, ASSIGNATION, GUARANTEE, INDEMNITY, RIGHT OF SET-OFF, RIGHT TO RETENTION OF TITLE OR OTHER ENCUMBRANCE, WHETHER FIXED OR FLOATING, OVER ANY PRESENT OR FUTURE PROPERTY, ASSETS OR UNDERTAKING ON OR AFFECTING ALL ASSETS, PROPERTY AND RIGHTS OF THE CHARGOR,</p> <p>(II) SELL, TRANSFER OR OTHERWISE DISPOSE OF OR DEAL WITH ANY OF THE PROPERTY OR ASSETS WHICH ARE CHARGED BY WAY OF LEGAL MORTGAGE OR FIXED CHARGE UNDER THIS DEBENTURE OR ENTER INTO ANY AGREEMENT OR GRANT ANY OPTION FOR ANY SUCH SALE, TRANSFER OR OTHER DISPOSAL OR DEALING,</p> <p>(III) SELL TRANSFER OR OTHERWISE DISPOSE OF OR DEAL WITH ANY OF THE ASSETS OF THE CHARGOR FROM TIME TO TIME CHARGED BY THIS DEBENTURE BY WAY OF A FLOATING CHARGE UNDER THIS DEBENTURE OTHER THAN DISPOSALS FOR FULL MARKET VALUE IN THE ORDINARY COURSE OF BUSINESS,</p> <p>THE COMPANY FURTHER COVENANTS THAT IT SHALL NOT WITHOUT THE PRIOR CONSENT OF THE BANK PART WITH POSSESSION OF THE WHOLE OR ANY PART OF OR CONFER ON ANY OTHER PERSON ANY RIGHTS OR LICENCE TO OCCUPY OR GRANT ANY LICENCE TO ASSIGN OR SUB-LET ANY LAND OR BUILDINGS FORMING PART OF THE CHARGED PROPERTY</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5523163
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
NOVEMBER 2012 AND CREATED BY HATCHAM (NEPTUNE)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO INVESTEC 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 1 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 DECEMBER
2012

DX



Companies House



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