

085020-26

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



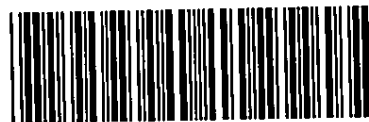
A fee is payable with this form.

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**
You cannot use this form to register
particulars of a charge
company. To do this, please use
form MG01s

TUESDAY



A22 *A21JQV8H* #253
05/02/2013
COMPANIES HOUSE

1 Company details 8 ☐ ☐ ☐ For official use

Company number 0 5 7 3 6 3 6 4

Company name in full ALNMARITEC LIMITED ✓

→ **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 31 01 2013 ✓

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

04
10

All present and future indebtedness, liabilities,
obligations whatsoever of the Company to the
Lender under any Agreement (as defined in the
Debenture) (including but not limited to all
monies, loan premium and interest and default
interest covenanted to be paid by the Company to
Perlic Resources Limited (the **Lender**) under the
Debenture and pursuant to the terms of the
Agreement) but excluding any amount (if any) owed
to the Lender in its capacity as a member of the
Company (the **Secured Obligations**)

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

Continuation page

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

Name

PERLIC RESOURCES LIMITED ✓

Address

C/O OMC CHAMBERS, PO BOX 3152, ROAD TOWN, TORTOLA

BRITISH VIRGIN ISLANDS

Postcode**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**FIXED AND FLOATING CHARGES**

The Company with full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under this Debenture charges in favour of the Lender

1 by way of legal mortgage

a) the Real Property (if any) described in part 1 of the schedule,
b) all other Real Property (if any) now or at any time vested in or charged to the Company (not charged by paragraph 1(a),

2 by way of fixed charge

a) all other Real Property and all interests in Real Property (not charged by paragraph 1),
b) the proceeds of sale of all Real Property,
c) all licences to enter upon or use land and the benefit of all other agreements relating to land,

3. by way of fixed charge all plant and machinery (not charged by paragraph 1 or 2) and the benefit of all contracts, licences and warranties relating to the same,

4 by way of fixed charge

a) all computers, vehicles, office equipment and other equipment (not charged by paragraph 3), and
b) the benefit of all contracts, licences and warranties relating to the same,

5 by way of fixed charge the goodwill of the Company and its uncalled capital for the time being,

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>6 by way of fixed charge</p> <p>a) the Security Account and all monies at any time standing to the credit of the Security Account, and</p> <p>b) all accounts of the Company with any bank, financial institution or other person at any time not charged by paragraph 6(a) and all monies at any time standing to the credit of such accounts, in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>7 by way of fixed charge</p> <p>a) the Intellectual Property (if any) specified in part 3 of the schedule), and</p> <p>b) all other Intellectual Property (if any) (not charged by paragraph 7 (a)),</p> <p>8 by way of fixed charge all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,</p> <p>9 by way of fixed charge</p> <p>a) the Charged Securities (if any) referred to in part 2 of the schedule, and</p> <p>b) all other Charged Securities (if any) (not charged by paragraph 9(a)), in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>10 by way of fixed charge (to the extent not otherwise charged or assigned in this Debenture)</p> <p>a) the benefit of all licences consents agreements and authorisations held or used in connection with its business or the use of its assets and the right to recover and receive all compensation which may be payable to it in respect of them, and</p> <p>b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it,</p> <p>11 to the extent that any asset expressed to be assigned pursuant to paragraphs 12-16, is not effectively assigned, by way of first fixed charge, such asset</p>	

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>SECURITY ASSIGNMENTS</p> <p>The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <p>12 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>13 each of the following</p> <p>a) each present and future key-man policy,</p> <p>b) all Insurances (if any) specified in part 5 of the schedule, and</p> <p>c) all other Insurances (not assigned by paragraph 13 (a) or 13 (b)), and all claims under the Insurances and all proceeds of the Insurances, and</p> <p>14 the Security Account and all monies at any time standing to the credit of the Security Account, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing, and</p> <p>15 all other Receivables (not assigned under paragraph 12, 13 or 14)</p> <p>Save that any such assignment pursuant to paragraph 12 - 16 of any Security Account under paragraph 14 or any Receivable under paragraph 15 shall be subject to the provisions of clause 11.2 of the Debenture. To the extent that any Assigned Asset described in paragraph 13 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances</p> <p>16 The Company, with full title guarantee, hereby charges and agrees to charge to the Lender by way of first floating charge (i) all its undertaking and all its property and assets whatsoever and wheresoever situated, both present and future, but excluding property or assets otherwise effectively mortgaged or charged by way of fixed mortgage or charge or assigned under or pursuant to this Debenture and (ii) (whether or not effectively so charged or assigned) heritable property and all</p>	

MG01

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

None

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 870).

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).

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

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 RZM 12000917 1

Company name Hill Dickinson LLP

Address No 1 St Paul's Square

Post town Liverpool

County/Region

Postcode L 3 9 S J

Country

DX

Telephone 0151 600 8000



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. 5736364
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 JANUARY
2013 AND CREATED BY ALNMARITEC LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO PERLIC RESOURCES LIMITED 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 5 FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 FEBRUARY
2013**



Companies House



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

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