

MG01

Particulars of a mortgage or charge

V054655/13



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

FRIDAY



A13

A00SOHQO

23/12/2011

#67

1 Company details

Company number

06806524

Company name in full

MALCOLM HOLDINGS
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

19 12 2011

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 entered into between (1) MALCOLM HOLDINGS LIMITED (the "Chargor")
and (2) Aldermore Invoice Finance, a division of Aldermore Bank PLC ("Aldermore")

4 Amount secured

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

Amount secured

All monetary and other liabilities and obligations actual or contingent
at the date of the Debenture or at any time due, owing or incurred
(whether solely or jointly or severally with any other person, whether
as principal, surety or cautioner) by the Chargor to or in favour of
Aldermore (whether or not originally due, owing or incurred to or in
favour of Aldermore), including pursuant to the Debenture
("Obligations")

Continuation page

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

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| | | |
|----------|--|--|
| 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 | Aldermore Invoice Finance, a division of Aldermore Bank PLC | |
| Address | St James's House, 7 Charlotte Street, Manchester | |
| Postcode | M 1 4 D Z | |
| 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 Pursuant to the Debenture, the Chargor covenants on demand</p> <p>1 1 full to discharge by payment to Aldermore without any deduction or set-of, all monetary liabilities included in the Obligations, and</p> <p>1 2 duly to perform all the Obligations other than monetary liabilities</p> <p>2 To secure payment and performance as provided for in clause 2 of the Debenture (paragraph 1 above), the Chargor hereby charges with full title guarantee in favour of Aldermore</p> <p>2 1 by way of a fixed charge and legal mortgage all freehold and leasehold property now owned by the Chargor, details of which are set out in Schedule 1 to the Debenture and being [Insert details of any property set out in Schedule 1 OR DELETE THIS BRACKETED INSTRUCTION],</p> <p>2 2 by way of a fixed charge those assets set out in Schedule 2 to the Debenture and being [Insert details of any property set out in Schedule 1 OR DELETE JUST THIS BRACKETED INSTRUCTION],</p> <p>2 3 by way of a fixed charge all the following assets to the extent at the date of the Debenture or at any time during the continuance of the security owned by the Chargor</p> <p>(a) all estates or interests in any freehold or leasehold property,</p> <p>(b) all the fixed plant machinery and fixtures (including trade fixtures) in, on or attached to any property charged pursuant to clause 3 1 of the Debenture (paragraph 2 1 above) or clause 3 3 of the Debenture (this paragraph 2 3) from time to time and not charged pursuant to clause 3 2 of the Debenture (paragraph 2 2 above),</p> <p>(c) all right, title and interest in all warranties and maintenance contracts in respect of any assets charged pursuant to clause 3 2 of the Debenture (paragraph 2 2 above) or clause 3 3 of the Debenture (this paragraph 2 3),</p> <p>(d) all stocks, shares, bonds and other securities of any kind whatsoever,</p> <p>(e) all goodwill,</p> <p>(f) all unpaid and/or uncalled capital of the Chargor,</p> <p>(g) all the Intellectual Property,</p> <p>(h) all insurance policies and other claims,</p> | |
| | Continuation page Please use a continuation page if you need to enter more details | |

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>(i) all right, title and interest in each Blocked Account,</p> <p>(j) all right, title and interest in any interest rate, currency or other hedging arrangement,</p> <p>(k) all Debts which were in existence at the date of the Debenture other than those which are intended to and which do vest absolutely and effectively in Aldermore, from time to time,</p> <p>(l) all Debts both present and future which come into existence on or after the date of the Debenture, other than those which are intended to and which do vest absolutely and effectively in Aldermore, from time to time,</p> <p>(m) all Associated Rights relating to the Debts referred to in clauses 3 3 11 and 3 3 12 of the Debenture (paragraphs 2 3 (k) and 2 3 (l) above),</p> <p>(n) all other Debts</p> <p>(o) all present and future amounts paid or payable to the Chargor in respect of, or entitlements to claim payment or repayment of, any taxes, insurance premiums or other overpayments paid by or on behalf of the Chargor,</p> <p>(p) all rents receivable from any lease or licence granted out of real property,</p> <p>(q) all proceeds of insurance policies and agreements giving rise to rights of indemnity or compensation,</p> <p>(r) all income and proceeds arising from stocks, shares and securities,</p> <p>(s) all other receivables,</p> <p>(t) all Remittances, and</p> <p>(u) all other Associated Rights</p> <p>2 4 By way of Floating Charge, the Floating Assets</p> <p>NOTES</p> <p>3 Pursuant to the Debenture the Chargor shall not during the continuance of the Debenture except with Aldermore's prior written consent</p> <p>3 1 create any mortgage, charge, pledge or other encumbrance or confer or allow to subsist any lien (except any lien arising only in the ordinary course of trading and not as a result of any breach or default by the Chargor) in respect of the Charged Property or any part of it,</p> <p>3 2 create any trust in relation to any part or the whole of the Charged Property or sell or part with possession of any part of the Charged property (except in accordance with the provisions of the Debenture),</p> <p>3 3 sell, assign, discount, factor, compound or release any of the Debts or other Receivables or do anything which may delay or impede the recovery of any of them,</p> <p>3 4 do or cause or permit to be done anything which may prejudice the value of any of the Charged Property or the rights created by the Debenture in favour of Aldermore,</p> <p>3 5 carry out any development on or make any alterations to any real property forming part of the Charged Property from time to time which require planning permission or approval under building regulations,</p> <p>3 6 enter into any lease or agreement for lease or accept any surrender of lease or confer on any person, firm or Chargor any licence, right or interest in any of the Charged Property (except in accordance with the provisions of the Debenture), or</p> <p>3 7 take or receive the benefit of any guarantee or security from any person in respect of the Obligations</p> <p>4 The Debenture contains the power to appoint an Administrator</p> <p>5 The Debenture contains a power of attorney in favour of Aldermore and any Administrator</p> | |

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|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>DEFINITIONS</p> <p>"Accounting Records" means all books, records, ledgers, computer data and all documents in which accounting entries are recorded relating to the Chargor's sales, purchases, expenses and Debts, and all invoices, credit notes or other documents and data relating to the creation, collection or enforcement of Debts,</p> <p>"Administrator" means an administrator, administrative receiver, receiver and manager or other administrator or receiver appointed pursuant to Aldermore's rights arising under this Debenture in respect of the Chargor or over all or any of the assets charged by or pursuant to this Debenture,</p> <p>"Associated Rights" means all the Chargor's rights under a Supply Contract, the benefit of all guarantees, indemnities, insurances and securities given to or held by the Chargor in respect of a Customer's obligations to the Chargor, all Remittances held by the Chargor in relation to any such obligation, the right to possession of all Accounting Records, any Goods returned or rejected by a Customer, Aldermore's right to have the ownership of any Goods transferred to Aldermore and any interest payable under the Supply Contract or statute,</p> <p>"Blocked Account" means the Remittance Account and/or any other bank account approved in writing by Aldermore for such purpose which is either in the name of the Chargor and charged to Aldermore or in the name of Aldermore and in either case, subject to such restrictions, encumbrances and mandates as Aldermore may require,</p> <p>"Charged Property" means the subject matter of the mortgages and charges (or any part of them, if the context so allows) created pursuant to clause 3 of the Debenture (paragraph 2 above),</p> <p>"Customer" means a person from whom a Debt is, or will become, owing to the Chargor pursuant to a Supply Contract,</p> <p>"Debt" means the amount of any indebtedness (including any tax or duty payable) incurred by a Customer under a Supply Contract and its Associated Rights,</p> <p>"Floating Assets" means</p> <p>(i) all of the Chargor's undertaking and all its property, assets, rights, title and interest whatsoever and wheresoever, both present and future, not referred to in clauses 3 1 to 3 3 inclusive of the Debenture (paragraphs 2 1 to 2 3 inclusive above), and</p> <p>(ii) any undertaking, property, asset, right, title or interest referred to in clauses 3 1 to 3 3 inclusive of the Debenture (paragraphs 2 1 to 2 3 inclusive above) to the extent only that the fixed charge created by any of clauses 3 1 to 3 3 inclusive of the Debenture (paragraphs 2 1 to 2 3 inclusive above) shall for any reason be ineffective as a fixed charge in respect of such undertaking, property, asset, right, title or interest and such undertaking, property, asset, right, title or interest is not held subject to a valid trust solely for the benefit of Aldermore,</p> <p>"Floating Charge" means the floating charge created by clause 3 4 of the Debenture (paragraph 2 4 above),</p> <p>"Goods" means any goods or services the subject of a Supply Contract,</p> | |

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|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Intellectual Property" means all patents, designs, copyrights, design rights, trade marks and service marks, trade and business names, know-how, formulae, inventions, confidential information, trade secrets, computer software programs and systems and all licences, fees, royalties and other rights relating thereto,</p> <p>"Receivables" means all amounts of indebtedness (including any tax or duty payable) now or at any time after the date of this Debenture owing, incurred or becoming due to the Chargor on any account whatsoever whether or not originally due, owing or incurred by the Chargor and including Debts and those charged pursuant to clauses 3.3 and 3.4 of the Debenture (paragraphs 2.3 and 2.4 above) together with all Associated Rights pertaining to such amounts of indebtedness,</p> <p>"Remittance" means any form of payment tendered in discharge of a Debt, including monies recovered under a policy of insurance, a refund of Value Added Tax and any dividend payable in respect of a Debt,</p> <p>"Supply Contract" means a contract for the supply of Goods by the Chargor to a Customer,</p> | |

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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

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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

C Hancock

X

This form must be signed by a person with an interest in the registration of the charge

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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 **Caroline Jameson**

Company name **Aldermore Invoice Finance, a division of**

Aldermore Bank PLC

Address **St James's House**

7 Charlotte Street

Post town **Manchester**

County/Region **Greater Manchester**

Postcode **M 1 4 D Z**

Country **U K**

DX

Telephone **0161 238 5037**



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 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. 6806524
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
DECEMBER 2011 AND CREATED BY MALCOLM HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ALDERMORE INVOICE
FINANCE, A DIVISION OF ALDERMORE 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 23 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES