

000080/13
MG01

Particulars of a mortgage or charge



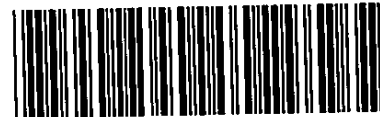
A fee is payable with this form

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**
You cannot use this
particulars of a char
company To do this,
form MG01s

SATURDAY



A46

09/07/2011

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COMPANIES HOUSE

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 6 8 1 1 3 3 5

Company name in full **ABBITAL LIMITED**

2 Date of creation of charge

Date of creation d 0 d 7 m 0 m 7 y 2 y 0 y 1 y 1

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

The Company covenanted under the debenture that it would on demand pay to Anthony Lewis Balkin & MJF SSAS Trustees Limited as Trustees for the Abbital Pension Fund ("the Pension Fund") all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Pension Fund by the Company in whatever currency whether on any account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) together with interest at the agreed rate to day of payment at such rates and upon such terms as may from time to time be agreed commission fees and other charges and all legal and other costs charges and expenses incurred by the Pension Fund in relation to the Company or the assets charged under the debenture in perfecting and preserving its security on a full indemnity basis

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	A Balkin & MJF SSAS Trustees Ltd for the Abbital Pension Fund	
Address	8 St Stephen Street Manchester	
Postcode	M 3 6 A Y	
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	<p>The Company as beneficial owner charged under the debenture to Anthony Lewis Balkin & MJF SSAS Trustees Limited as Trustees for the Abbital Pension Fund ("the Pension Fund") as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities covenanted to be paid under the debenture or otherwise hereby secured</p> <p>FIRST the freehold and leasehold property of the Company both present and future including but not limited to the properties specified in schedule 1 to the debenture and all buildings and fixtures (including trade fixtures) from time to time on any such property and all plant machinery vehicles computers and office and other equipment of the Company both present and future (excluding stock in trade of the Company)</p> <p>SECONDLY all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof</p> <p>THIRDLY all book and other debts revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charge and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same</p> <p>FOURTHLY the uncalled capital goodwill and all patents patent applications trade marks trade names registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company</p>	

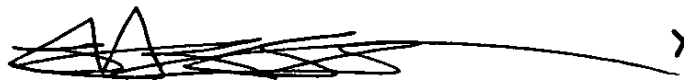
MG01 - continuation page

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>FIFTHLY the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Company wheresoever and the heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Company and the premises First Secondly Thirdly and Fourthly described (if and insofar as the charges thereon contained in the debenture shall for any reason be ineffective as fixed charges)</p> <p>The charges created under the debenture shall rank subject only to the prior charge referred to in schedule 2 to the debenture to the extent specified therein and shall as regards the premises First Secondly Thirdly and Fourthly described be fixed charges (and as regards all those parts of the freehold and leasehold property now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the premises Fifthly described shall be a first floating charge It is a term of the debenture that and the Company hereby covenants that it will not without the prior consent in writing of the Pension Scheme -</p> <p>a) sell assign discount factor pledge charge or otherwise dispose of the premises Thirdly described or any part thereof or deal with the same otherwise than in accordance with Clause 4 02(a),</p> <p>b) create or attempt to create or permit to subsist any mortgage debenture charge or pledge upon seek or permit to increase the amount secured by any prior charge permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and nghts charged under the debenture or any part thereof, or</p> <p>c) part with possession of transfer sell lease or otherwise dispose of the assets charged under the debenture or any part thereof or attempt or agree so to do (except in the case of stock in trade charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducting and for the purpose of carrying on its business)</p> <p>By Clause 4 02(a) the Company further covenanted with Anthony Lewis Balkin & MJF SSAS Trustees Limited as Trustees for the Abbital Pension Fund ("the Pension Fund") that during the continuance of its security the Company would get in and realise all book and other debts and claims charged under the debenture in the ordinary course of its business and pay into such account as the Pension Fund shall from time to time direct all monies which it may receive in respect of the monies on trust for the Pension Fund and not (without the prior consent in writing of the Pension Fund) charge or otherwise dispose of or release exchange compound set off or grant time or indulgence or otherwise deal with all or any of the same or purport so to do</p>	

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7	Particulars as to commission, allowance or discount (if any)	
	<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>	
Commission allowance or discount		
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 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>	
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>	

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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 **Spencer Saffer**

Company name **Conance Limited for & on behalf of**

Abbtal Limited

Address **Hatherley House**

15-17 Wood Street

Post town **Barnet**

County/Region **Herts**

Postcode **E N 5 4 A T**

Country

DX

Telephone **020 8090 5254**



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 NR 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. 6811335
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 JULY 2011
AND CREATED BY ABBITAL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE ANTHONY LEWIS BALKIN & MJF SSAS TRUSTEES
LIMITED AS TRUSTEES FOR THE ABBITAL PENSION FUND
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 9 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JULY 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES