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Particulars of a mortgage or charge

A	fee	IS	pay	able	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 regist particulars of a charge for a Scott company To do this, please use form MG01s



A33 20/05/2010 COMPANIES HOUSE

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1	Company details			For official use	
Company number	0 6 8 6 6 3 3 3		Filling in this form Please complete in typescript or in bold black capitals		
Company name in full	CL Trading Limited (the "Tenant")				
/		All fields are mandatory unless specified or indicated by *			
2	Date of creation of charge				
Date of creation /	$\begin{bmatrix} d_1 & d_4 & & \\ & & \end{bmatrix} \begin{bmatrix} m_0 & m_5 & \\ & & \end{bmatrix} \begin{bmatrix} y_2 & y_0 & y_1 & y_0 \\ & & & \end{bmatrix} \begin{bmatrix} y_1 & y_0 & \\ & & & \end{bmatrix}$				
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	Rent Deposit Deed made between the Tenant (1) and the "Deed")	he La	andlord	(2) (the	
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4	Amount secured	<u> </u>
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if
Amount secured	(a) all rents service charges insurance premiums or other contribution to the cost of insurance of the Premises outgoings interest and other sums payable to or recoverable by the Landlord or in respect of which the Landlord is entitled to be indemnified by the Tenant under the Lease whether or not received by way of rent and whether or not formally demanded.	you need to enter more details
٠7	(b) any claims demands damages losses costs expenses or other sums payable or incurred by virtue of any breach of any of the Tenant's obligations contained in the Lease or in the Deed	
	(c) any loss or damage suffered by the Landlord in consequence of the forfeiture or disclaimer of the Lease including (without prejudice to the generality of the foregoing) loss of mesne profits any promotional expenditure agents fees and all other expenses in relation to a reletting of the Premises (including any abortive transactions) or any sum for which the Landlord may prove in the insolvency of the Tenant pursuant to the Insolvency Act 1986	
	(d) the payment on a full indemnity basis of all legal and surveyor's costs and all other costs charges and expenses incurred by the Landlord in relation to any of the matters specified in sub-clauses (a) to (c) (inclusive) above,	

In accordance with Section 860 of the Companies Act 2006

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	(e) the discharge of all legal and administrative costs bank charges and other expenses incurred by the Landlord in relation to the Account or the operation or enforcement of this deed,
	(f) any Value Added Tax chargeable in respect of any of the sums payable pursuant to sub-clauses (a) to (e) (inclusive) above or any other supply for Value Added Tax purposes under this deed,
	(g) any tax upon the interest accruing in the Account in respect of which the Landlord is accountable
	(the "Liabilities")

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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	Continuation page Please use a continuation page if you need to enter more details			
Name (Stayley Developments Limited	,			
Address	Estates Office, Enville, Nr Stourbridge, West				
	Midlands (the "Landlord")				
Postcode	D Y 7 5 H D				
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			
T	1 Charge of the Deposit 1 The Tenant charged to the Landlord with full title guarantee its right and interest in the Account and all sums from time to time standing to the credit of the Account with payment of the Liabilities 2 Tenant's Covenants The Tenant covenants with the Landlord not to create or permit any mortgage charge pledge encumbrance or security in relation to the Deposit other than the charge contained in the Deed Definitions "Account" means an designated deposit account maintained by the Landlord with the Bank in the name of the Landlord, "Bank" means Barclays Bank at High Street, Stourbridge branch or such other bank as the Landlord may designate from time to time, "Deposit" means the sum of SEVEN THOUSAND SEVEN HUNDRED AND SIXTY FIVE POUNDS AND TWENTY EIGHT PENCE (£7,765.28) which has been paid to the Landlord as security for the observance and performance of the Tenant's obligations pursuant to the Lease and all sums from time to time standing to the credit of the Account (ancluding interest and any further sums credited to the Account pursuant to the provisions of the Deed), "Lease" means a lease of the Premises of even date and made between the parties to the Deed for a term of six years from the date of the Deed and all licences consents variations and other documents (except for the Deed) supplemental to the Deed, "Premises" means the premises known as Unit 8 Alexandria Court, Ashton Commerce Park, Ashton Moss, Ashton Under Lyne, Tameside, East Manchester and more particularly described in the Lease,				

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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 N11 or discount

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)

Signature

Please sign the form here

Signature

Signature

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 MXP/JAB
Company name Taylor Wessing LLP
Address 5 New Street Square
Post town London
County/Region
Postrode E C 4 A 3 T W
Country
DX 41 London London - Chancery Lane
Telephone +44 (0)207 300 7000

✓ 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

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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
- X 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. 6866333 CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 14 MAY 2010 AND CREATED BY CL TRADING LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO STAYLEY DEVELOPMENTS LIMITED 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 20 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2010





