

MG01

Particulars of a mortgage or charge

VS2483/13



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

TUESDAY



AFSANZU7
A06 06/12/2011 79
COMPANIES HOUSE

1 Company details

Company number	7	4	5	7	8	5	6	
Company name in full	THE GROWN UP CHOCOLATE COMPANY LTD							

For official use
→ 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	d	0	d	2	m	1	m	2	y	2	y	0	y	1	y	1
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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'
Description	Fixed charge on non-vesting debts and floating charge (the "Charge")

4 Amount secured

Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to the Security Holder (including those arising under or pursuant to an agreement for the purchase of debts between the Company and the Security Holder ("Debt Purchase Agreement") and including all default interest and other monies covenanted to be paid under the Charge), provided that no obligation or liability shall be included to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

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

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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 HSBC Invoice Finance (UK) Ltd ("the Security Holder")

Address Farncombe Road, Worthing

West Sussex

Postcode B N 1 1 2 B W

Name

Address

Postcode

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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

See Continuation Page

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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>(1) By way of first fixed charge all debts (other than debts in relation to which the customer is located outside England & Wales, Scotland and/or Northern Ireland ("Export Debts")) purportedly assigned to the Security Holder pursuant to the Debt Purchase Agreement but which do not for some reason vest absolutely and effectively in the Security Holder ("Non Vesting Domestic Debts") and their proceeds now or in the future owing to the Company,</p> <p>(2) By way of first fixed charge all Associated Rights (as defined in the Debt Purchase Agreement) relating to any Non-Vesting Domestic Debts,</p> <p>(3) By way of first fixed charge all Export Debts purportedly assigned to the Security Holder pursuant to the Debt Purchase Agreement but which do not for some reason vest absolutely and effectively in the Security Holder ("Non Vesting Export Debts") and their proceeds now or in the future owing to the Company,</p> <p>(4) By way of fixed charge all Associated Rights relating to any Non-Vesting Export Debts,</p> <p>(5) By way of absolute assignment (subject to a proviso for reassignment on redemption) all the Company's present and future right, title and interest in and to all and any monies paid to an account in the Company's name but held in trust for the Security Holder in accordance with the terms of the Debt Purchase Agreement which are not the proceeds of debts ("Excluded Proceeds"),</p> <p>(6) By way of first fixed charge the Excluded Proceeds, to the extent that the Excluded Proceeds are not effectively assigned to the Security Holder under the Charge,</p> <p>(7) By way of first floating charge all of the Company's present and future assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned as described in paragraphs (1) to (6) above or any other provision of the Charge and (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p> <p>The expression Security Assets shall mean all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) as described in paragraphs (1) to (7) above and the expression Security Interest shall mean any mortgage, charge, trust, option, security assignment, assignation in security, pledge, hypothecation, lien, retention of title, set-off right, tracing right or any other security interest in favour of any person or any equitable right, agreement or arrangement having the effect of conferring security</p> <p>The Company shall not do or agree to do any of the following without the prior written consent of the Security Holder</p> <p>(a) create or permit to subsist any Security Interest on any Security Asset except a Security Interest which is permitted under the Debt Purchase Agreement,</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except a disposal which is permitted under the Debt Purchase Agreement and the sale at full market value of stock-in-trade in the usual course of trading as conducted by the Company at the date of the Charge</p> <p>The Company shall only deal with Non-Vesting Domestic Debts and Non-Vesting Export Debts and the proceeds thereof and the Associated Rights thereto as if they were assigned to the Security Holder in accordance with the Debt Purchase Agreement</p> <p>The Company agrees that the Excluded Proceeds shall be dealt with as if they were the proceeds of debts assigned or purportedly assigned to HIF in accordance with the Debt Purchase Agreement</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	NIL	
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	
	Please sign the form here	
Signature	<p>Signature</p> <p>X V Burston X</p>	
	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 **Securities Department**

Company name **HSBC Invoice Finance (UK) Ltd**

Address **Farncombe Road**

Post town **Worthing**

County/Region **West Sussex**

Postcode **B N 1 1 2 B W**

Country **UK**

DX **3745 Worthing**

Telephone **01903 825122**



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. 7457856
CHARGE NO 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED CHARGE ON NON-VESTING
DEBTS AND FLOATING CHARGE DATED 2 DECEMBER 2011
AND CREATED BY THE GROWN UP CHOCOLATE COMPANY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC INVOICE FINANCE (UK)
LTD (THE SECURITY HOLDER) 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 6 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 DECEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES