

MG01

Particulars of a mortgage or charge

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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

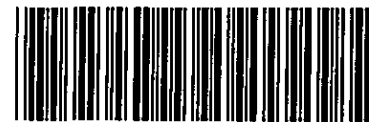
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

WEDNESDAY



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09/01/2013

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COMPANIES HOUSE

1	Company details	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 8 1 3 1 1 9 1	
Company name in full	Sandco 1240 Limited	
2	Date of creation of charge	
Date of creation	21 12 2012	
3	Description	
Description	Debenture	
4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	<p>50</p> <p>Please give us details of the amount secured by the mortgage or charge</p> <p>All monies, obligations and liabilities (in whatever currency) owed by the Company to the Mortgagees from time to time (whether on or at any time after demand), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the £300,000 loan note to be issued by the Company to the Mortgagees, the £1,182,000 loan note to be issued by the Company to the Mortgagees, and the Sale & Purchase Agreement (including, but not limited to, any payment to be made pursuant to clause 3.6.1 of the Sale & Purchase Agreement) and for the avoidance of doubt such monies, obligations and liabilities include all those which may arise pursuant to any provision of the Debenture.</p>	

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4	Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Definitions:</p> <p>Charged Assets: all property, revenue, rights and assets mortgaged, charged or assigned pursuant to, or subject to or expressed to be subject to the security interests created by the Debenture from time to time.</p> <p>Debts: all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt.</p> <p>Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions</p> <p>Intellectual Property: present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.</p> <p>Investments: means all present and future certificated stocks, shares (including, but not limited to all the shares acquired in accordance with the provisions of the Sale and Purchase Agreement), loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including any: (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.</p> <p>Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest, and Property means any of them.</p> <p>Sale & Purchase Agreement: means the agreement for the acquisition of, inter alia, the entire issued share capital of the Company to be entered into between (i) the Mortgagees and (ii) the Company of even date of this deed.</p>	

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Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	J R Ives									
Address	21 Fortseque Bungalows, Station Road, Woolacombe									
	Devon									
Postcode	E	X	3	4		7	H	Q		
Name										
Address										
Postcode										
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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	Kenneth Wingfield
Address	25 Bancroft Road, Maidenbower, Crawley, West Sussex
Postcode	R H 1 0 7 W S
Name	Thierry Jean-Pierre Brousse
Address	23 Rue St Victor, Autrechtes, 60350, France
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	<p>As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Mortgagees:</p> <p>1 by way of a first legal mortgage, each of the Properties,</p> <p>2 by way of a first fixed charge.</p> <p>2.1 all Properties acquired by the Company in the future,</p> <p>2.2 all present and future interests not effectively mortgaged or charged under clauses 1, 2, 3 or 4 in, or over, freehold or leasehold property,</p> <p>2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,</p> <p>2.4 all licences, consents, authorisations (statutory or otherwise) held or required in connection with the business or the use of any Charged Asset, and all rights in connection with them,</p> <p>2.5 all its present and future goodwill,</p> <p>2.6 all its uncalled capital,</p> <p>2.7 all the Equipment,</p> <p>2.8 all the Intellectual Property,</p> <p>2.9 all the Debts and the proceeds of collection or sale of the Debts,</p> <p>2.10 all the Investments, and</p> <p>2.11 the bank accounts and all monies from time to time standing to the credit of such accounts, all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person and all rights of the Company relating or attaching to any such accounts (including the right to interest from time to time accrued or accruing on such monies).</p> <p>3. by way of assignment absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy</p> <p>4 by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 1 to clause 3 above inclusive</p>
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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 <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, 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		
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 <div style="text-align: center;">X <i>K. Law</i> X</div> This form must be signed by a person with an interest in the registration of the charge	

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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

Stephanie Hamer

Company name

Rawlison Butler LLP

Address

Griffin House

135 High Street

Crawley

Post town

West Sussex

County/Region

Postcode

R H 1 0 1 D Q

Country

DX

DX 120750 Crawley 8

Telephone

01293 527744



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

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Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Frances Mary Sinclair
Address	8 Ernshaw Place, East Putney, London
Postcode	S W 1 5 2 B T
Name	Francis William Rawle
Address	2 Playley Green, Redmarley
Postcode	G L 1 9 3 N D
Name	Angela Barnett
Address	64 Ruxley Lane, Ewell, Surrey
Postcode	K T 1 9 0 H Z
Name	David Sidney Step
Address	175 Aragon Road, Morden
Postcode	S M 4 4 Q W
Name	John Thomas Halliday
Address	43 Brawn House, Hillingdon Street, London
Postcode	S E 1 7 3 P J
Name	Andrew Robert Pickett
Address	62 Chalkpit Lane, Dorking, Surrey
Postcode	R H 4 1 E Y
Name	Barry Keith Evans
Address	1B Hepworth Road, London
Postcode	S W 1 6 5 D H
Name	Gary Peter Cowlard
Address	39 Gower Road, Horley, Surrey
Postcode	R H 6 8 S N



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 8131191
CHARGE NO 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
DECEMBER 2012 AND CREATED BY SANDCO 1240 LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO KENNETH WINGFIELD, THIERRY JEAN-
PIERRE BROUSSE, FRANCES MARY SINCLAIR, FRANCIS
WILLIAM RAWLE, ANGELA BARNETT, DAVID SIDNEY STEP,
JOHN THOMAS HALLIDAY, ANDREW ROBERT PICKETT,
BARRY KEITH EVANS, GARY PETER COWLARD AND J R IVES
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 9 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY
2013

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Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES