

107017/13  
**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 NOT for**

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

MONDAY



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LD5

14/11/2011

29

COMPANIES HOUSE

**1**

**Company details**

Company number

6 3 6 4 4 5

Company name in full

Wolseley UK Limited (the **"Borrower"**)

**6**

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

0 4 1 1 2 0 1 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

Security Assignment in the form of a Deed (the **"Agreement"**) dated 4  
November 2011 granted by the Borrower in favour of Jewson Limited (the  
**"Lender"**)

**4**

**Amount secured**

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

Amount secured

The Borrower covenants for the benefit of the  
Lender to pay and discharge in full all of the  
Secured Liabilities as and when the same shall  
become due and whether at maturity, upon  
acceleration or otherwise in accordance with and  
subject to the terms of the Agreement.

Please refer to box 6 and the continuation pages  
for definitions or capitalised terms used in this  
form

**Continuation page**

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

# MG01

## 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 Jewson Limited

Address Saint-Gobain House

Binley Business Park, Coventry

Postcode C V 3 2 T T

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

Short particulars

#### 1. Assignment

1.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower, with full title guarantee assigns to the Lender all of its right, title, benefit and interest whatsoever, including (where applicable) in respect of any guarantee given in respect of the obligations of the relevant Customer in relation to the relevant Funded Receivable, whether present or future, proprietary, contractual or otherwise under or arising out of or in respect of a Funded Trade Credit Facility, whether present or future, insofar as it relates to the relevant Funded Receivable which shall include, for the avoidance of doubt, any such interest reassigned to the Borrower.

1.2 On expiry of a Security Period, the Lender will at the request of the Borrower re-assign to the Borrower the relevant Secured Assets assigned to it without recourse to, or representation or warranty by, the Lender or any of its nominees

The Agreement contains a negative pledge

#### Definitions (continued on Continuation Page)

"Advance" means each notional advance made to the Borrower under the Limited Recourse Loan Agreement pursuant to clause 4.3 therein or (as the context requires) the notional principal amount from time to time outstanding under the Limited Recourse Loan Agreement in respect of such advance.

"Branch" means a physical branch of the Business.

"Business" has the meaning given to it in clause 1.1 of the Business Purchase Agreement.

Please see continuation page for further definitions.

# 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

#### Definitions Continued

**"Business Purchase Agreement"** means the business purchase agreement entered into between the Lender, the Borrower and Saint-Gobain Building Distribution Limited on 24 July 2011, as amended by a deed of variation signed by the Lender, the Borrower and Saint-Gobain Building Distribution Limited on or around the date of the Agreement.

**"Business Services"** means any services provided by the Lender to a Customer from a Branch on or after Completion but prior to that Branch's migration to the Lender's systems (whether or not the Customer also purchases Goods).

**"Completion"** has the meaning given in the Business Purchase Agreement

**"Customer"** means the customer under a Trade Credit Facility

**"Funded Receivable"** means, in relation to a supply of Goods and/or Business Services and a Trade Credit Facility, the amount payable by the Customer under that Trade Credit Facility in respect of the credit advanced under that Trade Credit Facility for the purchase of those Goods and/or Business Services

**"Funded Trade Credit Facility"** means the Trade Credit Facility in relation to a particular Transaction

**"Goods"** means goods supplied or to be supplied by the Lender to the Customer from a Branch on or after Completion but prior to that Branch's migration to the Lender's systems

**"Limited Recourse Loan Agreement"** means the agreement dated 4 November 2011 between the Borrower and the Lender.

**"Protocol"** means the protocol relating to the establishment, management and administration of the Trade Credit Facilities agreed between the Lender and the Borrower as set out in Schedule 4 to the Limited Recourse Loan Agreement

**"Secured Assets"** means in respect of a Transaction, the property, rights and interests assigned to the Lender pursuant to the Agreement as set out in clause 3.1 thereof.

**"Secured Liabilities"** means in respect of a Transaction, all obligations owing by the Borrower to the Lender in respect of the Advance relating to that Transaction, whether present or future, actual or contingent, except for any obligation or liability or any of the security in respect thereof, to be unlawful or prohibited by any applicable law

**"Security Period"** means in respect of a Transaction, the period commencing on the date of the Advance to the Borrower and ending upon the date upon which the relevant Secured Liabilities have to the satisfaction of the Lender (acting reasonably) irrevocably been discharged in full

**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

"**Trade Credit Facility**" means a trade credit facility entered into between the Borrower and a Customer for the purchase of goods and/or services, including Goods and/or Business Services, subject to and in accordance with the Protocol.

"**Transaction**" means a transaction entered into or to be entered into between the Lender and the Borrower whereby the Lender will make an Advance available to the Borrower upon the terms set out in the Limited Recourse Loan Agreement

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## Particulars of a mortgage or charge

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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

None.

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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 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).

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### Signature

Please sign the form here

Signature

Signature

X Clifford Chance .

X

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

# MG01

## 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 Jennifer Bolton (70-40502327)

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country UK

DX 149120 Canary Wharf 3

Telephone 020 7007 4779



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 636445  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT IN THE  
FORM OF A DEED DATED 4 NOVEMBER 2011 AND CREATED  
BY WOLSELEY UK LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO JEWSON  
LIMITED 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  
14 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 NOVEMBER  
2011

*U/C*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES