

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

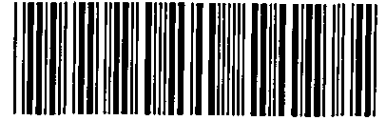
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge on
company property. To do this,
use form MG01s

THURSDAY



A51 *A1HTWGJC* 20/09/2012 #72 uk
COMPANIES HOUSE

1

Company details

Company number 0 0 8 9 5 6 6 5
Company name in full W H Kemp (Electrics) Limited
(the "Company")

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 d1 d4 m0 m9 y2 y0 y1 y2

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 All indebtedness, liabilities and obligations which are now or may at
any time hereafter be due, owing or incurred in any manner
whatsoever to either Chargee or the Chargees by any Charging
Company, whether actually or contingently, pursuant to or in respect
of the Notes and/or the Loan Agreement (or any of them) from time
to time in issue or pursuant to the Guarantee and in any case,
whether solely or jointly with any other person, whether as principal or
surety and whether or not a Chargee or the Chargees shall have
been an original party to the relevant transaction and in whatever
currency denominated and including interest, discount, commission
and other lawful charges or reasonable expenses which either
Chargee or the Chargees may charge hereunder or pursuant to the
Notes and/or the Loan Agreement
(the "Secured Obligations")

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

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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	John Wyatt	
Address	Atrlem, Pinkneys Road, Pinkneys Green	
	Maidenhead	
Postcode	S L 6 5 D N	
Name	Lisa Wyatt	
Address	Atrlem, Pinkneys Road, Pinkneys Green	
	Maidenhead	
Postcode	S L 6 5 D N	

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>1 With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Debenture -</p> <p>1 1 each Charging Company charged to the Chargees by way of legal mortgage -</p> <p>1 1 1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part I of the Schedule together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,</p> <p>1 1 2 all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part II of the Schedule together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,</p> <p>1 2 each Charging Company charged to the Chargees by way of fixed charge -</p> <p>1 2 1 all present and future freehold and leasehold property of such Charging Company not otherwise charged by way of legal charge pursuant to 1 1 1 or 1 1 2 above together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,</p> <p>1 2 2 all estates and interests not hereinbefore effectively charged now or hereafter belonging to such Charging Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by such Charging Company to enter upon or use land and the benefit of all other agreements relating to land to which such Charging Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by such Charging Company now or hereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Debenture,</p> <p>(continued)</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

- 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

Signature

X DLK LLP

X

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 Katherine Blackledge

Company name DWF LLP

Address 1 Scott Place

2 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A A

Country

DX DX 14313 Manchester

Telephone 0161 603 5000



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

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 2</p> <p>1 2 3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any Note, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to such Charging Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,</p> <p>1 2 4 the goodwill of such Charging Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Charging Company or by a Receiver or a liquidator),</p> <p>1 2 5 all Intellectual Property,</p> <p>1 2 6 all plant, vehicles and machinery now or at any time hereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress),</p> <p>1 2 7 all chattels now or at any time hereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,</p> <p>1 2 8 all Receivables,</p> <p>1 2 9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of clause 4 of the Debenture (as replicated in this clause 1) and the right to recover and receive all compensation which may be payable to it in respect of them,</p> <p>1 2 10 the benefit of all representations, undertakings, warranties and indemnities granted in favour of such Charging Company under or pursuant to the Acquisition Agreement and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them</p> <p>1 3 Each Charging Company charged to the Chargees by way of floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Debenture.</p> <p>1 4 In pursuance of clause 4 2 10 of the Debenture (as replicated in 1 2 10 above) (each Charging Company assigned to the Chargees to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities granted in favour of such Charging Company under of pursuant to the Acquisition Agreement and the right to recover and receive all damages and/or compensation which may be payable to it in respect thereof and the relevant Charging Company shall upon the request of the Chargees forthwith serve written notice upon the Vendors of such assignment</p> <p>1 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture</p>

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Short particulars

2. NEGATIVE PLEDGE

2 1 Each Charging Company severally covenanted with the Chargees that during the continuance of the security created by the Debenture it shall not without the consent in writing of the Chargees -

2 1.3 create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent,

2 1 4 save as permitted or required under the Debenture, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property

2 2 Without prejudice to the generality of the covenant for further assurance deemed to be included herein by virtue of section 76(1)(c) of the Act, each Charging Company covenanted that they shall from time to time whensoever requested by the Chargees and at such Charging Company's cost, execute in favour of the Chargees, or as the Chargees may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for such Charging Company to execute and are not inconsistent with the provisions of the Debenture or the Finance Documents and the Chargees shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated herein for the payment or discharge of the Secured Obligations Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Chargees may reasonably require and may contain provisions such as are herein contained and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Chargees shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Debenture

3 POWER OF ATTORNEY

3 1 Each of the Charging Companies irrevocably appointed -

3 1 1 the Chargees,

3 1 2 each and every person to whom the Chargees shall from time to time have delegated the exercise of the power of attorney conferred by this clause, and

3 1 3 any Receiver appointed hereunder and for the time being holding office as such,

severally to be its attorney and on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which may be required (or which the Chargees or any Receiver appointed under the Debenture shall consider requisite) for the protection of any security created under the Debenture and following the occurrence of an Event of Default and for carrying out any obligation imposed on any of the Charging Companies by or pursuant to the Debenture including (without prejudice to the generality of the foregoing) generally for enabling the Chargees and the Receiver to exercise their respective powers conferred on them by the Debenture or by the Act or the Insolvency Act 1986 The Chargees shall have full power to delegate the power conferred on it by this clause but no such delegation by the Chargees to any person shall preclude the subsequent exercise of such power by the Chargees itself or any subsequent delegation thereof by the Chargees to any other person, and the Chargees may revoke any such delegation at any time

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Short particulars

3.2 Each of the Charging Companies ratified and confirmed and agreed to ratify and confirm whatever such attorney as is mentioned in clause 13.1 of the Debenture (as replicated in 3.1 above) above shall lawfully do or in good faith purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 13.1 of the Debenture (as replicated in 3.1 above)

3.3 The power of attorney granted by the Debenture is as regards any such Receiver (and as each of the Charging Companies hereby acknowledged) granted irrevocably and for value as part of the security constituted by the Debenture to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

THE SCHEDULE

Part I - Details of Registered Land

Left intentionally blank

Part II- Details of Unregistered Land

Left intentionally blank

DEFINITIONS

"Acquisition Agreement"	means the acquisition agreement dated the same date as the Debenture and made between (1) the Vendors and (2) Larchgreen,
"Act"	means the Law of Property Act 1925,
"Charged Property"	means the property referred to in clause 4 of the Debenture and all other property of whatsoever nature from time to time charged by or pursuant to the Debenture,
"Chargees"	John Wyatt and Lisa Wyatt (and each a "Chargee")
"Charging Companies"	means each Original Charging Company and each company which grants security over its assets in favour of the Chargees by executing an Accession Deed in accordance with clause 26 (Delivery of Accession Deed) of the Debenture,
"Encumbrance"	Includes any mortgage, pledge, lien, charge assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets,
"Event of Default"	means an event specified in Condition 5.5 of the Loan Note Instrument,
"Finance Documents"	means the <ul style="list-style-type: none"> (a) the Loan Note Instrument, (b) each certificate in respect of the Notes, (c) the Security Documents, (d) the Loan Agreement, and (e) any other document designated as such in writing by the Chargee and Larchgreen,

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Short particulars	
"Intellectual Property"	means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time hereafter belonging to or created by or assigned to a Charging Company,
"Larchgreen"	means Larchgreen Limited (company number 08096724)
"Loan Agreement"	means the term loan facility agreement between the Chargees and Larchgreen pursuant to which that Chargees would make a £887,000 term loan facility available to Larchgreen,
"Loan Note Instrument"	the instrument constituting the Notes as amended, restated or varied from time to time,
"Notes"	the £120,000 fixed rate secured loan notes constituted by the Loan Note Instrument and issued by Larchgreen on or about the date of the Debenture,
"Original Charging Companies"	means the Company, Larchgreen and Hazelhurst Holdings Limited (company number 03180402)
"Permitted Encumbrance"	<p>means any of</p> <ul style="list-style-type: none"> (a) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith, or (b) an Encumbrance arising under the Finance Documents, or (c) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset, or (d) an Encumbrance which the Chargees have at any time in writing agreed shall be a Permitted Encumbrance, or (e) an Encumbrance created in favour of ABN Amro Commercial Finance plc on or before the date of the Debenture,
"Receivables"	means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by any Charging Company from other persons due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights,
"Receiver"	means any receiver or receiver and manager or administrative receiver appointed by the Chargees under or by virtue of the Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time,
"Security Documents"	means the security documents to be entered into by the Charging Companies in favour of the Chargees (including for the avoidance of doubt the security constituted under the Debenture) to secure the Secured Obligations,
"Vendors"	means George Hazelhurst and Ian Hazelhurst



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 895665
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14
SEPTEMBER 2012 AND CREATED BY W.H. KEMP (ELECTRICS)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY TO JOHN WYATT AND
LISA WYATT 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
20 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 SEPTEMBER
2012

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES