

225220/91
MG01

Particulars of a mortgage or charge



iris
LASERFORM

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 NO

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

WEDNESDAY



A15

"A16NQYU"

11/04/2012

COMPANIES HOUSE

#368

1

Company details

Company number

0 0 9 1 5 9 0 8

Company name in full

Everest Handyman Limited (the "Charging Company")

3

For official use

Filing 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

2 8 / 0 3 / 2 0 1 2

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 dated 28 March 2012 made between the Charging Company (1) and others (2) in favour of Bank of Scotland plc ("BoS") (3) (the "Debenture")

4

Amount secured

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

Amount secured

The Secured Liabilities (as defined in the Continuation Pages to Section 6 of this Form MG01)

References to the Debenture and to any provisions of it or to any other document referred to in the Debenture shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time

Continuation page

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

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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 Bank of Scotland plc ("BoS")

Address Princess House, 1 Suffolk Lane

London

Postcode E C 4 R 0 A X

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document include references to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture created fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows:

Particulars of property mortgaged or charged

1 Pursuant to sub-Clause 2.1, as continuing security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, charged to BoS

1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property, as described in Schedule 2 (repeated at Schedule 1 of this Form MG01) together with all buildings and fixtures (including trade and tenant's fixtures) both at the Debenture Date and in the future, which are at any time on or attached to the property,

Please see continuation pages attached

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged		Continuation Page 1 of 6
Short particulars	Please give the short particulars of the property mortgaged or charged		
1 2	by way of fixed charge		
(a)	all estates or interests in any freehold or leasehold property belonging to the Charging Company both at the Debenture Date and in the future (other than any property charged in terms of Clause 2 1 1) together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,		
(b)	all interests of the Charging Company both at the Debenture Date and in the future in or over land or the proceeds of sale of it and all present and future licences of the Charging Company to enter upon or use land,		
(c)	the benefit of all other agreements relating to land which the Charging Company was at the Debenture Date or in the future may become party to or otherwise entitled,		
(d)	all plant and machinery of the Charging Company at the Debenture Date or in the future attached to property which is charged by the foregoing provisions of Clause 2 1,		
(e)	all stocks, shares and other securities owned (at law or in equity) by the Charging Company both at the Debenture Date and in the future and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,		
(f)	all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by Clause 2 1 2 5 (repeated at (e) above), whether by way of dividend, distribution, interest or otherwise,		
(g)	all rights and interests in and claims under all insurance contracts or policies both at the Debenture Date and in the future held by or insuring to the benefit of the Charging Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),		
(h)	all rights and interest and claims under all other insurance or assurance contracts or policies both at the Debenture Date and in the future held by or insuring to the benefit of the Charging Company (including all money payable under them),		
(i)	all Intellectual Property,		
(j)	the benefit of all agreements and licences both at the Debenture Date and in the future entered into or enjoyed by the Charging Company relating to the use or exploitation by or on behalf of the Charging Company in any part of the world of any such rights as are referred to in Clause 2 1 2 9 (repeated at (i) above) but owned by others,		
(k)	all of the Charging Company's rights both at the Debenture Date and in the future in relation to trade secrets, confidential information and know how in any part of the world,		

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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		Continuation Page 2 of 6		
		(l)	✓ all book debts of the Charging Company, both at the Debenture Date and in the future,	
		(m)	✓ all other debts or monetary claims of the Charging Company both at the Debenture Date and in the future against third parties (excluding those charged under Clause 2 1 2 7 or 2 1 2 8 (repeated at (g) and (h) above) or arising on fluctuating accounts with other Group Companies),	
		(n)	the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Charging Company in respect of any Fixed Charge Assets,	
		(o)	all rights, money or property accruing or payable to the Charging Company both at the Debenture Date and in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of Clause 2 1, and	
		(p)	✓ all of the Charging Company's goodwill and uncalled capital for the time being,	
	1 3		by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2, (including, without limitation, any immovable property of the Charging Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-Clause 2 1 2 (repeated at 1 2 above))	
	2		Pursuant to sub-Clause 2 2, as continuing security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, assigned to BoS (subject to the right of the Charging Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)	
		(a)	all the right, title and interest of the Charging Company in and to any interest rate hedging agreements both at the Debenture Date and in the future entered into with any person, and	
		(b)	(insofar as they are capable of being assigned by way of security) all the right, title and interest of the Charging Company in and to any agreement to which it is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture	
	3		Pursuant to sub-Clause 2 3, to the extent that any such right, title and interest as is referred to in Clause 2 2 (repeated at 2 above) is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Charging Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities	
		Covenants and restrictions contained in the Debenture		
	4		Pursuant to sub-Clause 2 7, the Charging Company agreed that, other than as permitted under the terms of the Facility Letter it would not without the prior written consent of BoS	

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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	<div style="text-align: right;">Continuation Page 3 of 6</div> <p>(a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS and other than Permitted Security), or</p> <p>(b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal or Permitted Security), or</p> <p>(c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p>5 Pursuant to sub-Clause 2 12, the Charging Company agreed that there shall be excluded from the legal mortgage created by Clause 2 1 1 and from the charge created by Clause 2 1 2 any leasehold property held by the Charging Company under a lease which either precludes absolutely or conditionally (including requiring consent of any third party) the Charging Company from creating any charge over its leasehold interest in that property (each, an "Excluded Property") until the relevant conditions or waiver has been satisfied or obtained</p> <p>5 1 For each Excluded Property, the Charging Company undertook to</p> <p>(a) apply for the relevant consent or waiver of prohibition or condition within ten Business Days of (i) the Debenture Date, (ii) the date on which it has acquired the property or (iii) the date of any demand made by BoS under Clause 2 1 1 of the Debenture (as applicable), and</p> <p>(b) in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent within five Business Days and to keep BoS informed of the progress of its negotiations</p> <p>5 2 The Charging Company agreed that forthwith upon the receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to BoS under Clause 2 1 2 If required by BoS at any time following receipt of that waiver or consent, the Charging Company will forthwith execute a valid legal mortgage in such form as BoS shall reasonably require</p> <p>6 Pursuant to sub-Clause 2 13, the Charging Company agreed that it shall</p> <p>(a) get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with paragraph (b) below) upon trust for BoS,</p> <p>(b) following an Event of Default (which is continuing), if requested by BoS pay into its account with BoS (or as BoS may direct) all monies which it receives in respect of any Receivables, and</p> <p>(c) if called upon to do so by BoS execute a legal assignment of all or any of the Receivables to BoS</p>

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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	<div style="text-align: right;">Continuation 4 of 6</div> <p>7 Pursuant to Clause 4, the Charging Company agreed that it shall not, save to the extent that the provisions of that clause are inconsistent with or conflict with the terms of any facility letter entered into between (inter alia) the Charging Company and BoS from time to time</p> <ul style="list-style-type: none"> (a) make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties, (b) grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same in any way which is likely to have a material and adverse effect on the value of such Properties, (c) vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties, (d) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property, or (e) do or cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets <p>8 Pursuant to sub-Clause 6 3, the Charging Company agreed that it shall not, without the prior written consent of BoS, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 (Leasing powers of mortgagor and mortgagee in possession) and 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Law of Property Act 1925 The statutory powers of sale, leasing and accepting surrenders exercisable by BoS under this Debenture are extended so as to authorise BoS whether in its own name or in that of the Charging Company to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Charging Company with whatever rights relating to other parts of it and containing whatever covenants on the part of the Charging Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as BoS thinks fit</p> <p style="text-align: center;">Definitions</p> <p>"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Charging Company,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 405 1002 439">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="1230 456 1445 486">Continuation 5 of 6</p> <p data-bbox="320 486 1445 544">"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees,</p> <p data-bbox="320 568 1099 598">"BoS Document" has the meaning ascribed to it in the Facility Letter,</p> <p data-bbox="320 622 1445 680">"Business Day" means a day (other than a Saturday or Sunday) when the branch of BoS at which the Charging Company's account is located is open for business,</p> <p data-bbox="320 705 1106 734">"Company" has the meaning ascribed to such term in the Debenture,</p> <p data-bbox="320 759 791 788">"Debenture Date" means 28 March 2012,</p> <p data-bbox="320 813 1241 842">"Event of Default" means any event specified in Schedule 7 of the Facility Letter,</p> <p data-bbox="320 866 1445 985">"Facility Letter" means the committed overdraft facility and guarantees and payment systems letter entered into between BoS and Everest Limited (Company Number 04566809), having its registered office at Everest House, Sopers Road, Cuffley, Potters Bar, Hertfordshire EN6 4SG, on or about the Debenture Date as amended or restated from time to time,</p> <p data-bbox="320 1010 1445 1128">"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by sub-Clauses 2 1, 2 2, 2 3 (repeated at 1, 2 and 3 above) or (with effect from the date of its creation) any security created pursuant to sub-Clause 2 11,</p> <p data-bbox="320 1153 1445 1211">"Group" means the Parent and each of its Subsidiaries and "Group Company" shall be construed accordingly,</p> <p data-bbox="320 1236 1445 1408">"Intellectual Property" means all the intellectual property described in Schedule 3 (repeated at Schedule 2 of this Form MG01) and all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case both at the Debenture Date and in the future held by the Charging Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,</p> <p data-bbox="320 1433 1445 1491">"Parent" means Hillary Bidco Limited (Company Number 08004858), having its registered office at Everest House, Sopers Road, Cuffley, Potters Bar, Hertfordshire EN6 4SG,</p> <p data-bbox="320 1516 1251 1545">"Permitted Disposal" has the meaning ascribed to such term in the Facility Letter,</p> <p data-bbox="320 1570 1244 1599">"Permitted Security" has the meaning ascribed to such term in the Facility Letter,</p> <p data-bbox="320 1624 1445 1682">"Properties" means at any time the freehold, heritable and leasehold properties of the Charging Company at that time or any of them as the context requires,</p>

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">6</div>	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div style="text-align: right; font-size: small;">Continuation 6 of 6</div> <p>"Receivables" means all sums of money now or in the future receivable by the Charging Company which consist of or are derived from any Asset referred to in Clauses 2 1 1, 2 1 2, 2 2 or 2 3 or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to sub-Clause 2 11 of the Debenture,</p> <p>"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by any Company (including the Charging Company) under the BoS Documents, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture,</p> <p>"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the Debenture Date) and "Subsidiaries" shall mean all or any of them, as appropriate</p> <div style="text-align: center; margin-top: 20px;"> <p>Schedule 1 – Freehold and Leasehold Property</p> <p>None at the Debenture Date</p> <p>Schedule 2 – Intellectual Property</p> <p>None at the Debenture Date</p> </div>	

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Particulars of a mortgage or charge

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

None

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 *Hogen Lovell International LLP* 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 **F1/PTM/19558 08359/2849701**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode **E C 1 A 2 F G**

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 915908
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH
2012 AND CREATED BY EVEREST HANDYMAN LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
COMPANY TO BANK OF SCOTLAND PLC 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 11 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2012

DT



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES