

10 3924 £23

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge

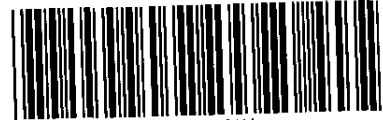


Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable w
Please see 'How to pay'



R8L7T13N

RM 27/12/2019 #43

COMPANIES HOUSE

A8W5AXPN

A05 07/01/2020 #30

COMPANIES HOUSE

✓ What this form is for

You may use this form to register
a charge created or evidenced by
an instrument.

X What this form is NOT

You may not use this form to
register a charge where the
instrument. Use form MR01

This form **must be delivered to the Registrar for registration**

21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 1 1 4 2 4 0 7

Company name in full Spectrum Yarns Limited

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 8 m 1 m 2 y 2 y 0 y 1 y 9

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Richard Kevin Brown

Name Sharon Gretta Brown

Name Ian Porter

Name McDonald Trustees Limited

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



X

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

MRO1

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Simon Mills

Company name Ramsdens Solicitors LLP

Address Oakley House 1 Hungerford

1 Hungerford Road

Edgerton

Post town Huddersfield

County/Region West Yorkshire

Postcode H D 3 3 A L

Country UK

DX 740960 Huddersfield 15

Telephone 01484 558062



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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1142407

Charge code: 0114 2407 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2019 and created by SPECTRUM YARNS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th December 2019.

Given at Companies House, Cardiff on 9th January 2020

(24)



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 15th December 2019

WE CERTIFY THIS TO BE TRUE
COPY OF THE ORIGINAL

SIGNED  23/12/19
RAMSDENS SOLICITORS LLP
HUDDERSFIELD HD8 3AL

DEBENTURE

Ramsdens Solicitors
Oakley House
Huddersfield

(01484) 558066

SPECTRUM YARNS LIMITED

DEBENTURE

Issued under the authority of the Company's Memorandum and Articles of Association and pursuant to a Resolution of the Directors dated *18 December* 2019

1. **SPECTRUM YARNS LIMITED** (company number 01142407) whose registered office is at Spa Mill, New Street, Spa Fields Industrial Estate, Slaithwaite, Huddersfield HD7 5BB ("the Company") hereby charges to **RICHARD KEVIN BROWN** and **SHARON GRETTA BROWN** both of Fenay Wood, Fenay Lane, Fenay Bridge, Huddersfield HD8 0LJ, **IAN PORTER** of 33 Fortis Way, Salendine Nook, Huddersfield HD3 3WW and **McDONALD TRUSTEES LIMITED** (company number 04011908) whose registered office is at No. 1 Lindrick Way, Lakeside Park, Barlborough Links, Barlborough, Chesterfield S43 4XE as trustees of the Spectrum Yarns Pension Fund ("the Debenture Holder" which expression where the context so admits includes its successors in title and assigns) the assets specified in clause 2 hereof in the manner specified in that clause with payment of all interest, monies and liabilities present or future actual and contingent which at the date hereof and from time to time hereafter shall be due owing or incurred by the Company to the Debenture Holder howsoever arising including (but not limited to) the monies owing from time to time pursuant to a loan agreement ("the Agreement") of even date herewith and made between the Debenture Holder (1) and the Company (2) together with any legal and other costs charges and expenses incurred by the Debenture Holder in relation to this Debenture or in enforcing the security hereby created on a full and unqualified indemnity basis and so that, for the avoidance of doubt, and without prejudice to the generality of the foregoing, the total sum hereby secured shall include all interest payable or potentially payable throughout the period of this Debenture under and pursuant to the terms of the Agreement whether or not such interest or any part of it shall have fallen due.
2. The Company with full title guarantee hereby charges with the payment of all sums intended to be hereby secured (including any expenses and charges arising out of or in connection with the acts or matters referred to in clause 8 hereof):-
 - (1) by way of fixed charge all freehold and leasehold property of the Company both present and future including (but not limited to) the leasehold property specified in the Schedule and all buildings and fixtures (including trade fixtures) plant

machinery vehicles computers and office and other equipment of the Company both present and future (excluding stock-in-trade of the Company) from time to time on any such property with the benefit of all existing or future leases underleases tenancies and agreements relating to such property and all rents and profits from such property;

- (2) by way of fixed charge all stocks shares bonds and securities of any kind whether marketable or otherwise and all other interests including (but not limited to) loan capital of the Company both present and future in any company firm consortium or entity;
 - (3) by way of fixed charge the uncalled capital goodwill and all patents patent applications trade marks trade names registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company;
 - (4) by way of floating charge all the undertaking and assets of the Company (including but not limited to its stock-in-trade) whatsoever and wheresoever situate both present and future.
3. The Company shall subject to the rights of any prior mortgagee deposit with the Debenture Holder and the Debenture Holder during the continuance of this security shall subject as aforesaid be entitled to hold all deeds and documents of title relating to the Company's freehold and leasehold properties for the time being and the Company shall on the Debenture Holder's written demand and at the cost of the Company execute a valid legal mortgage of any freehold and leasehold properties for the time being vested in the Company at any time during the continuance of this security and not already the subject of a legal charge in favour of the Debenture Holder to secure the payment to the Debenture Holder of the monies and liabilities hereby secured such legal mortgage to be in such form as the Debenture Holder may require.
4. The Company shall not have power save with the written consent of the Debenture Holder to create any further mortgage or charge over any of the Company's assets ranking in priority to or *pari passu* with this Debenture.
5. This Debenture shall be a continuing security to the Debenture Holder notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable

charge or otherwise howsoever which the Debenture Holder may now or at any time hereafter hold on the assets of the Company or any part thereof for or in respect of the monies hereby secured or any of them or any part thereof respectively.

6. All monies and liabilities hereby secured shall become immediately payable and the security enforceable:-
 - (1) if a distress or execution is levied or issued against any of the property of the Company and is not paid out within seven days; or
 - (2) if any order is made or an effective resolution is passed for winding-up the Company; or
 - (3) if the Company ceases or threatens to cease to carry on its business or substantially the whole of its business; or
 - (4) if an incumbrancer takes possession of any of the assets of the Company; or
 - (5) if the Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
 - (6) if any security now or hereafter issued by the Company in favour of any third party shall become enforceable; or
 - (7) if the Company makes default in observing or fulfilling any of its obligations hereunder or under the Agreement or otherwise owing to the Debenture Holder and the Debenture Holder by notice in writing to the Company demands payment of the monies and liabilities hereby secured.
7. At any time after the presentation of a petition applying for an administration order to be made in relation to the Company or at any time after this security shall otherwise have become enforceable the Debenture Holder may appoint by writing any person to be an administrator of the Company in accordance with the powers contained in paragraph 14 of Schedule B1 to the Insolvency Act 1986. An administrator so appointed shall be the agent of the Company and the Company shall be responsible for such administrator's acts and defaults and for his remuneration costs charges and expenses to the exclusion of

liability on the part of the Debenture Holder.

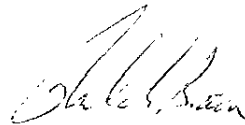
8. An administrator appointed pursuant to this Debenture shall be entitled to exercise all powers conferred upon an administrator by Schedules 1 and B1 to the Insolvency Act 1986 (as inserted by Section 248 of the Enterprise Act 2002).
9. The Company hereby covenants with the Debenture Holder that during the continuance of this security the Company:-
 - (1) will carry on its business in a proper and efficient manner and will not save with the written consent of the Debenture Holder make any substantial alteration in the nature of that business;
 - (2) will not save with such consent as aforesaid sell or otherwise dispose of the whole or any substantial part of its undertaking or assets;
 - (3) will keep its property of an insurable nature insured to the full value thereof with a reputable insurance office against loss or damage by fire lightning burglary theft and such other risks as the Debenture Holder may from time to time reasonably specify and shall produce the last receipts for such insurances to the Debenture Holder for inspection on demand and shall note the Debenture Holder's interest on such policies of insurance.
10. The monies hereby secured shall be paid and this Debenture shall be transferable without regard to any set-off cross-claim or equities between the Company and the original or any intermediate holder of this Debenture and the receipt of the sole holder or the first-named of joint holders shall be a good discharge to the Company.
11. Notices hereunder may be given by the Debenture Holder to the Company in writing by delivering or posting the same in a first-class pre-paid envelope to the registered office for the time being of the Company and every notice so given shall be deemed to have been served in the case of a notice delivered at the time of delivery and in the case of a notice posted twenty-four hours after the time of posting.
12. It is hereby expressly agreed and declared by the parties hereto that the liability of the Trustees and each of them in respect of each and every liability, responsibility or

obligation undertaken by the Trustees hereunder shall be limited in amount to the realisable value of the assets from time to time in the Spectrum Yarns Pension Fund ("the Scheme") and nothing contained in this deed shall entitle the Company or any successor in title of it to pursue, exercise or enforce any right or remedy in respect of any such matter aforesaid against the person, estate, effects or assets of the Trustees or any of them or any Trustee for the time being of the Scheme or against any assets for the time being vested in the Trustees which are not assets of the Scheme

Executed as a Deed by the Company this 18th day of December 2019

EXECUTED as a Deed by **SPECTRUM**)
YARNS LIMITED acting by two Directors)
or a Director and the Company Secretary:-)

Director



Director/Secretary

