

327016/494

In accordance with
Section 860 of the
Companies Act 2006

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 reg-
ister particulars of a charge for a
Scottish company. To do this,
please use MG01s.

MONDAY



P04FVE8P

PC2

19/10/2009

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COMPANIES HOUSE

1 Company details

Company number 0 1 8 6 1 1 2 5

Company name in full Microwise Cookware Limited (the "Chargor")

3 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 01 02 01 00 02 00 00 09

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 A composite guarantee and debenture dated 12 October 2009
(the "**Debenture**") between, amongst others, (1) the Chargor
and (2) Metalrax Group Pension Trustees Limited as Trustee
of the Metalrax Group plc Pension and Life Assurance Plan
(the "**Beneficiary**").

4 Amount secured

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

Amount secured All present and future obligations and liabilities (whether actual
or contingent and whether owed jointly or severally or alone or
in any other capacity whatsoever) of any present or future
Group Company (as defined under the heading *Definitions*
below) to the Beneficiary or in connection with the Metalrax
Group plc Pension and Life Assurance Plan (including all
monies covenanted to be paid under the Debenture)
PROVIDED THAT the amounts recoverable by the Beneficiary
under or in connection with the Debenture are limited to the
amount determined in accordance with the terms of the
Intercreditor Agreement (as defined under the heading
Definitions below) and if for any reason the Intercreditor
Agreement is no longer in force and effect or is partially invalid

Continuation page

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

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	in relation to such limit the Debenture shall be read and construed as if the Intercreditor Agreement was still in full force and effect or not partially invalid in relation to such limit.	

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	Metalrax Group Pension Trustees Limited as Trustee of the Metalrax Group plc Pension and Life Assurance Plan	
Address	Ardath Road, Kings Norton, Birmingham, West Midlands	
Postcode	B 3 8 9 P N	
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	<p>1. FIXED SECURITY</p> <p>1.1 Fixed charges</p> <p>Pursuant to the terms of the Debenture, the Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>1.1.1 by way of first legal mortgage:</p> <p>(a) the Property (if any) specified in Schedule 1 below (<i>Details of Security Assets</i>) as belonging to the Chargor; and</p> <p>(b) all other Property (if any) at the date of the Debenture vested in, or charged to the Chargor (not charged by clause 5.1(a)(i) of the Debenture);</p> <p>1.1.2 by way of first fixed charge:</p> <p>(a) all other Property and all interests in Property (not charged by clause 5.1(a) of the Debenture);</p>	

	<p>(b) all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>(c) the proceeds of sale of all Property;</p> <p>1.1.3 by way of first fixed charge all plant and machinery (not charged by clauses 5.1(a) or 5.1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same;</p> <p>1.1.4 by way of first fixed charge:</p> <p>(a) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1(c) of the Debenture); and</p> <p>(b) the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of the Chargor's stock-in-trade or work-in-progress);</p> <p>1.1.5 by way of:</p> <p>(a) first fixed charge the Charged Securities (if any) referred to in Schedule 2 below (<i>Details of Security Assets</i>) as belonging to the Chargor;</p> <p>(b) first fixed charge all other Charged Securities (not charged by clause 5.1(e)(i) of the Debenture),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p> <p>1.1.6 by way of first fixed charge:</p> <p>(a) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;</p> <p>(b) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and</p> <p>(c) all accounts of the Chargor with</p>	
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	<p>any bank, financial institution or other person not charged by clause 5.1(f)(i) of the Debenture and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;</p> <p>1.1.7 by way of first fixed charge all Intellectual Property;</p> <p>1.1.8 to the extent that any Assigned Asset is not effectively assigned under clause 5.3 (<i>Security assignments</i>) of the Debenture, by way of first fixed charge, such Assigned Asset;</p> <p>1.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):</p> <p>(a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and</p> <p>(b) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it;</p> <p>1.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Chargor;</p> <p>1.2 Specific fixed charges on receivables</p> <p>Pursuant to the terms of the Debenture, each Client charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>1.2.1 by way of first fixed charge all Non-Vesting Debts and their proceeds now or in the future owing to such Client;</p> <p>1.2.2 by way of first fixed charge all and any RBSIF Rights relating to any Non-Vesting Debts;</p> <p>1.2.3 by way of first fixed charge all and any Excluded Proceeds; and</p> <p>1.2.4 by way of first fixed charge the RBSIF Debt</p>	
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and its proceeds.

1.3 Security assignments

Pursuant to the terms of the Debenture:-

1.3.1 the Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

(a) the Insurances (save for, in relation to the Clients only, the Credit Insurance Policy (as defined in the Invoice Discounting Facility Agreement)), all claims under such Insurances and all proceeds of such Insurances; and

(b) the Charged Accounts and all monies at any time standing to the credit of the Charged Accounts, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing; and

(c) all Other Receivables (not assigned under clauses 5.3(a)(i) or 5.3(a)(ii) of the Debenture).

1.3.2 each Client assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

(a) the Credit Insurance Policy, all claims under the Credit Insurance Policy and all proceeds of the Credit Insurance Policy; and

(b) any other credit insurance policy held by such Client from time to time, all claims under any such other credit insurance policy and the proceeds of any such other credit insurance policy.

1.3.3 to the extent that any Assigned Asset described in clause 5.3(a) or 5.3(b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor or Client to any proceeds of the relevant Insurance(s).

2. FLOATING CHARGE

Pursuant to the terms of the Debenture, the Chargor

	<p>charged and agreed to charge by way of first floating charge all of its present and future:</p> <p>2.1.1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charged or assigned pursuant to clause 5.1 (<i>Fixed charges</i>) of the Debenture, clause 5.2 (<i>Specific fixed charges on receivables</i>) of the Debenture, clause 5.3 (<i>Security assignments</i>) of the Debenture or any other provision of the Debenture; and</p> <p>2.1.2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p>3. UNDERTAKINGS BY THE CHARGING COMPANIES</p> <p>3.1 Restrictions on dealing</p> <p>Pursuant to the terms of the Debenture, the Chargor agreed to give an undertaking in favour of the Beneficiary that the Chargor shall not (and the Chargor will ensure that no Group Company shall) do or agree to do any of the following without the prior written consent of the Beneficiary:</p> <p>3.1.1 create or permit to subsist any Security Interest on any Security Asset except a Permitted Security Interest;</p> <p>3.1.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a disposal which is permitted by the Facilities Agreement as at the date of the Debenture.</p> <p>4. FURTHER ASSURANCES</p> <p>4.1 Further action</p> <p>Pursuant to the terms of the Debenture, the Chargor agreed to give an undertaking in favour of the Beneficiary that the Chargor shall, at its own expense, promptly take whatever action the Beneficiary or a Receiver may require for:</p> <p>4.1.1 creating, perfecting or protecting the Security Interests intended to be created by the Debenture; and</p>	
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	<p>4.1.2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Beneficiary or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Pensions Documents or by law; or</p> <p>4.1.3 creating and perfecting Security Interests in favour of the Beneficiary over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security Interests intended to be created by or pursuant to the Debenture or any other Pensions Document,</p> <p>This includes:</p> <ul style="list-style-type: none"> (a) the re execution of the Debenture or such Pensions Document; (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property whether to the Beneficiary or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case the Beneficiary may think expedient. <p>4.2 Specific security</p> <p>Without prejudice to the generality of clause 20.1 (<i>Further action</i>) of the Debenture, the Chargor shall forthwith at the request of the Beneficiary execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Debenture in favour of the Beneficiary (including any fixed security arising or intended to arise pursuant to clause 7 (<i>Conversion of floating charge</i>) of the Debenture) in such form as the Beneficiary may reasonably require.</p> <p style="text-align: center;">DEFINITIONS</p> <p>"Additional Client" means any company which accedes to the Invoice Discounting Facility Agreement as a Client pursuant to clause 38 (<i>Accession</i>) thereof;</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.3 (<i>Security assignments</i>) of the Debenture;</p> <p>"Cash Collateral Accounts" means each Holding Account (as defined in the Facilities Agreement);</p>	
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"Charged Accounts" means each:

- (a) Collection Account;
- (b) Cash Collateral Account; and
- (c) other account charged by or pursuant to the Debenture;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (a) the securities specified in Schedule 2 below (*Details of Security Assets*); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) as at the date of the Debenture or in future owned (legally or beneficially) by the Chargor, held by a nominee on its behalf or in which the Chargor has an interest at any time;

"Client" means each Original Client and any Additional Client, and "Clients" shall be construed accordingly;

"Collection Account" means any account into which the Other Receivables are to be paid;

"Company" means Metalrax Group PLC, a company incorporated and registered under the laws of England and Wales with number 00793639 with its registered office at Ardath Road, Kings Norton, Birmingham B38 9PN;

"Debt" has the meaning given to it in the Invoice Discounting Facility Agreement;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Beneficiary or by a Receiver;

"Excluded Proceeds" means all and any moneys paid to a "Current Account" (as referred to in the Invoice Discounting Facility Agreement) which are not the proceeds of a Debt;

"Facilities Agreement" means the Facilities Agreement dated on or around the same date as the Debenture and made between (1) Metalrax Group PLC as Parent; (2) the Original Borrowers as listed therein; (3) the Original Guarantors as listed therein; (4) The Royal Bank of Scotland plc (as agent for National Westminster Bank plc) and HSBC Bank plc as Arrangers; (5) The Royal Bank of Scotland plc (as agent for National Westminster Bank plc) and HSBC Bank plc

as Original Lenders; (6) HSBC Bank plc as Agent; (7) HSBC Corporate Trustee Company (UK) Limited as Beneficiary; and (8) RBS Invoice Finance Limited as Invoice Discounting Facility Provider pursuant to which the Original Lenders (as defined therein) agreed to make certain facilities available to the Original Borrowers (as defined therein);

"Group Companies" means the Company and each of its subsidiaries from time to time;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Chargor or in which the Chargor from time to time has an interest;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing;

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Debenture and made between, among others, (1) the Chargor (2) the Beneficiary (3) HSBC Corporate Trustee Company (UK) Limited as Security Trustee (4) HSBC Bank plc as Agent (5) The Royal Bank of Scotland plc (as agent for National Westminster Bank plc) and HSBC Bank plc as Arrangers (6) the Lenders (as defined therein) and (7) RBSIF;

"Invoice Discounting Facility Agreement" means the receivables finance facility agreement dated the same date as the Debenture and made between (1) RBSIF; (2) MRX Automotive Limited, MRX Engineering Support Services Limited and MRX Housewares Limited as the Original Clients; and (3) the Company as the Parent, pursuant to which RBSIF agreed to make certain facilities available to the Original Clients;

"Non-Vesting Debts" means all and any Debts purportedly assigned to RBSIF pursuant to the Invoice Discounting Facility Agreement from time to time but which do not, for any reason, vest absolutely and effectively in RBSIF;

"Original Client" means each of MRX Automotive Limited, a company registered in England and Wales with registration number 00376801, MRX Engineering Support Services Limited, a company registered in England and Wales with registration number 00534026 and MRX Housewares Limited, a company registered in England and Wales with registration number 00347046, in their capacity as such under the Invoice Discounting Facility Agreement;

"Other Receivables" means, save for Debts (including Non-Vesting Debts) and Excluded Proceeds, all present and future debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or

due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Pensions Documents" means any Pension Document as defined in the Intercreditor Agreement and shall include any other agreements, arrangements and documents from time to time constituting or evidencing the Secured Obligations;

"Permitted Security Interest" means any Permitted Security as defined in the Facilities Agreement;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in Schedule 1 below (*Details of Security Assets*)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"RBSIF" means RBS Invoice Finance Limited;

"RBSIF Debt" means all any sums due from RBSIF to a Charging Company (as such term is defined in the Debenture) pursuant to the terms of any Invoice Discounting Facility Agreement;

"RBSIF Rights" in relation to a Debt, means any of the following:

- (a) all of a Charging Company's (as such term is defined in the Debenture) rights at law as an unpaid vendor or provider of services under a contract of sale (without any obligation on RBSIF to complete a contract of sale);
- (b) the benefit of all insurances;
- (c) all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities; and
- (d) all of a Charging Company's (as such term is defined in the Debenture) rights to any ledger, computer or electronic data or

	<p>materials or document recording or evidencing a Debt;</p> <p>"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Beneficiary under the Debenture;</p> <p>"Related Rights" means, in relation to any Charged Security:</p> <ul style="list-style-type: none"> (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; <p>"Security" means the Security Interests created by or pursuant to the Debenture;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;</p> <p>In this form MG01 references to any agreement or instrument shall be construed as a reference to such agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time.</p>	
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In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
6	Short particulars of all the property mortgaged or charged	
	Please give us the short particulars of the property mortgaged or charged.	
Short particulars	SCHEDULE 1 DETAILS OF SECURITY ASSETS	
Registered land		
Charging Company	Address	Title number
Metalrax Group PLC	Fryers Close, Bloxwich, West Midlands WS3 2XQ	SF78026
Metalrax Group PLC	Fryers Close, Bloxwich, West Midlands WS3 2XQ	SF63923
Metalrax Group PLC	Fryers Close, Bloxwich, West Midlands WS3 2XQ	WM570732
Metalrax Group PLC	Fryers Close, Bloxwich, West Midlands WS3 2XQ	WM561923
Metalrax Group Properties Limited	Weston Body Hardware, Crossgate, Park Farm Industrial Estate, Redditch B98 7SN	HW83506
MRX Engineering Support Services Limited	Land and buildings lying to the south of Bordesley Green Road, Birmingham B9 4TP	WK178518
MRX Engineering Support Services Limited	Land and buildings lying to the south of Bordesley Green Road, Birmingham B9 4TP	WK187990
MRX Housewares Limited	Progress Works, Elm Street, Burnley, Lancashire BB10 1PP	LA387678
MRX Housewares Limited	Progress Works, Elm Street, Burnley, Lancashire BB10 1PP	LA440725
MRX Housewares Limited	Progress Works, Elm Street, Burnley, Lancashire BB10 1PP	LA444749
MRX Housewares Limited	Progress Works, Elm Street, Burnley, Lancashire BB10 1PP	LA783261
MRX Automotive Limited	Units 41(a) and 41(b) Middlemore Industrial Estate, Smethwick B66 2EQ	WM564020
MRX Automotive Limited	Unit 41(c) Middlemore Industrial Estate, Smethwick B66 2EQ	WM487694
MRX Automotive Limited	Units 40, 103, 104, 106 and 107 Middlemore Industrial Estate, Smethwick B66 2EQ	WM391126
MRX Automotive Limited	Unit 101 Middlemore Industrial Estate, Smethwick B66 2EQ	WM499512
MRX Automotive Limited	Unit 102 Middlemore Industrial Estate, Smethwick B66 2EQ	WM393954
MRX Automotive Limited	27 Sherwood Road, Bromsgrove B60 3DR	HW6256
MRX Automotive Limited	29 Sherwood Road, Bromsgrove B60 3DR	HW55432
Metalrax Group Properties Limited	Land and buildings on the north side of Elwell Street, West Bromwich	WM852913
Metalrax Group Properties Limited	Land and buildings on the north side of Elwell Street, West Bromwich	WM549667
Metalrax Group Properties Limited	Land and buildings on the north side of Elwell Street, West Bromwich	WM660225
Metalrax Group Properties Limited	Land and buildings on the north side of Elwell Street, West Bromwich	SF99748

Registered land				
Charging Company	Address	Title number		
Metalrax Group Properties Limited	Land and buildings on the north side of Elwell Street, West Bromwich	WM261620		
Metalrax Group Properties Limited	Land and buildings on the north side of Elwell Street, West Bromwich	SF18680		
MRX Engineering Support Services Limited	Ardath Road, Kings Norton, Birmingham B38 9PN	WM49420		
MRX Engineering Support Services Limited	Ardath Road, Kings Norton, Birmingham B38 9PN	WM49419		
MRX Engineering Support Services Limited	Ardath Road, Kings Norton, Birmingham B38 9PN	WM49418		
Metalrax Group PLC	Ardath Road, Kings Norton, Birmingham B38 9PN	WM49416		
Down and Francis Industrial Products Limited	Ardath Road, Kings Norton, Birmingham B38 9PN	WM49417		
Down and Francis Industrial Products Limited	Ardath Road, Kings Norton, Birmingham B38 9PN	WM135860		
MRX Engineering Support Services Limited	Unit 300 Catesby Park, Kings Norton, Birmingham B38 8SE	WM828759		
MRX Engineering Support Services Limited	Plot 1 Whitley Way, Northfields Industrial Estate, Market Deeping PE6 8LD	LL114937		
MRX Engineering Support Services Limited	Plot 3 Whitley Way, Northfields Industrial Estate, Market Deeping PE6 8LD	LL269208		
MRX Housewares Limited	Norton Street, Hockley, Birmingham B18 5RQ	WM314840		
MRX Housewares Limited	Norton Street, Hockley, Birmingham B18 5RQ	WM710700		
MRX Housewares Limited	Norton Street, Hockley, Birmingham B18 5RQ	WM361113		
Metalrax Group Properties Limited	Unit E North Luton Industrial Estate, 1 Sedgwick Road, Luton LU4 9DT	BD46081		
Metalrax Group PLC	Hall Street, West Bromwich B70 7DW	WM458854		
Metalrax Group PLC	Hall Street, West Bromwich B70 7DW	WM602535		
Unregistered land				
Charging Company	Address	Document describing the Property		
		Date	Document	Parties
MRX Housewares Limited	Progress Works, Elm Street, Burnley, Lancashire BB10 1PP	24 July 1961	Conveyance	(1) Benjamin Thornber & Sons (1931) Limited (in voluntary liquidation) and others; and (2) George Wilkinson (Burnley) Limited
MRX Housewares Limited	Norton Street, Hockley, Birmingham B18 5RQ	9 February 1962	Conveyance	(1) Radnor Holdings Limited; and (2) Samuel Groves & Co Limited

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

SCHEDULE 2

DETAILS OF SECURITY ASSETS

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
Metalrax Group PLC	Metalrax Limited	Ordinary £0.05	258,160	12,908
Metalrax Group PLC	Metalrax Group Properties Limited	Ordinary £1.00	3,000	3,000
Metalrax Group PLC	MRX Automotive Limited	Ordinary £1.00	5,000	5,000
Metalrax Group PLC	MRX Engineering Support Services Limited	Ordinary £1.00	5,000	5,000
Metalrax Group PLC	MRX Housewares Limited	Ordinary £1.00	182,800	182,800
Metalrax Group PLC	Metalrax Overseas Holdings Limited	Ordinary £1.00	5,000	5,000
Metalrax Group PLC	Down & Francis Industrial Products Limited	Ordinary £1.00	15,000	15,000
Metalrax Group PLC	Advanced Quality Solutions Limited	Ordinary £0.01	30,211,013	302,110.13
Metalrax Group PLC	Valolong Limited	Ordinary £1.00	23,878	23,878
Metalrax Group PLC	Samuel Groves & Co Limited	Ordinary £1.00	870,242	971,486
		Ordinary £0.10	1,012,440	971,486
Metalrax Group PLC	Project Swallow Limited	Ordinary £1.00	1,800	1,800
Metalrax Group PLC	Metalrax Group Services Limited	Ordinary A £1.00	500	1,000
		Ordinary B £1.00	500	1,000
Metalrax Group PLC	MRX Group Limited	Ordinary £1.00	2	2
Metalrax Limited	Makespace Mezzanine Floors Limited	Ordinary £1.00	5,000	5,000

Charging Company			Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
Advanced Limited	Quality	Solutions	Innovative Commercial Equipment Limited	Ordinary £1.00	50,000	50,000
Advanced Limited	Quality	Solutions	Innovative Commercial Equipment Limited	Preference £1.00	2,000,000	2,000,000
Advanced Limited	Quality	Solutions	Advanced Handling Limited	Ordinary £1.00	400,000	400,000
Valolong Limited			Caterlife Limited	Ordinary £1.00	100	100
Valolong Limited			Camplife Limited	Ordinary £1.00	2	2
Valolong Limited			Buncher and Haseler Limited	Ordinary £1.00	13,849	13,849
Metalrax Group PLC			Cannie Public Limited Company	Ordinary £1.00	269,999	270,000
MRX Group Limited			Cannie Public Limited Company	Ordinary £1.00	1	270,000
Makespace Limited	Mezzanine	Floors	Spacemaker Mezzanine Floors Limited	Ordinary £1.00	1	1
Metalrax Group PLC			Progress Bakeware Limited	Ordinary £1.00	2	2
Metalrax Group PLC			Farrow & Jackson Limited	Ordinary £1.00	2	2
Metalrax Group PLC			Classic Housewares Limited	Ordinary £1.00	1,000	1,000
Metalrax Group PLC			C. S. Wine Racks Limited	Ordinary £1.00	2	2
Metalrax Group PLC			Stackright Building Systems Limited	Ordinary £1.00	2	2
Metalrax Group PLC			George Wilkinson (Bumley) Limited	Ordinary £1.00	727,000	727,000
Metalrax Group PLC			Down and Francis Limited	Ordinary £1.00	27,000	27,000
Metalrax Group PLC			Anotrim Limited	Ordinary £1.00	3,000	3,000
Metalrax Group PLC			House PP Limited	Ordinary £1.00	15,330	15,330
Metalrax Group PLC			House KTP Limited	Ordinary £1.00	8,000	8,000

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
Metalrax Group PLC	Cooper Coated Coil Limited	Ordinary £1.00	11,000	11,000
Metalrax Group PLC	Toolspec Manufacturing Co Limited	Ordinary £0.05	104,960	5,248
Metalrax Group PLC	MRX Dormant Company Limited	Ordinary £1.00	100	100
Metalrax Group PLC	Premier Stairways Limited	Ordinary £1.00	100	100
Metalrax Group PLC	Arthur E. Lunt Limited	Ordinary £1.00	6,000	6,000
Metalrax Group PLC	Plastic Moulders (Yorkshire) Limited	Ordinary £1.00	10,000	10,000
Metalrax Group PLC	Sand Finance Limited	Ordinary £1.00	5,154	5,154
Metalrax Group PLC	Instanta Risk Management Limited	Ordinary £1.00	100	100
Metalrax Group PLC	MRX Plastic Moulders Limited	Ordinary £1.00	148,000	148,000
Metalrax Group PLC	Fabricote Limited	Ordinary £1.00	75,751	75,751
Metalrax Group PLC	Sections and Tubes Limited	Ordinary £1.00	1,000	1,000
Metalrax Group PLC	Commercial Bearings Limited	Ordinary £1.00	10,000	10,000
Metalrax Group PLC	RTA Wine Rack Company Limited	Ordinary £1.00	120,600	120,600
Metalrax Group PLC	Weston Body Hardware Limited	Ordinary £1.00	25,000	25,000
Metalrax Group PLC	House BI Limited	Ordinary £1.00	20,000	20,000
Metalrax Group PLC	Microwise Cooking Limited	Ordinary A £1.00	20,456	20,456
Metalrax Group PLC	Microwise Cooking Limited	Ordinary B £1.00	20,501	20,501
Metalrax Group PLC	Microwise Cooking Limited	Ordinary C £1.00	1,002	1,002
Metalrax Group PLC	GS Smart & Company Limited	Ordinary £1.00	96,448	96,448

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
Metalrax Group PLC	Wilkinson Housewares Limited	Ordinary £1.00	1,250	1,250

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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 866).

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 870). 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 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

PINSENT MASON'S 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 Sandeep Bassan

Company name Pinsent Masons LLP

Address 3 Colmore Circus

Post town Birmingham

County/Region West Midlands

Postcode B 4 6 B H

County

DX 703167 Birmingham 12

Telephone 0121 335 2996



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 the Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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. 1861125
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 12 OCTOBER 2009 AND CREATED BY
MICROWISE COOKWARE LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN
TO METALRAX GROUP PENSION TRUSTEES LIMITED AS
TRUSTEES OF THE METALRAX GROUP PLC PENSION AND LIFE
ASSURANCE PLAN ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 OCTOBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 OCTOBER
2009**



Companies House
— for the record —



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