

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 for a Scottish company. To do this, please use form MG01s

WEDNESDAY



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08/06/2011

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COMPANIES HOUSE

1

**Company details**

Company number

0 5 0 2 1 8 5 2

Company name in full

Britton Holdings Limited ("Chargor")

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

d0 d1 m0 m6 y2 y0 y1 y1

3

**Description**

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Guarantee and Debenture made between, among others, (1) the Chargor and (2) Investec Bank plc ("Bank") ("Debenture")

4

**Amount secured**

Amount secured

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

Pursuant to Clause 2 of the Debenture the Chargor jointly and severally agreed that it will on demand pay, perform and discharge to the Bank all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of each of the Obligors to the Bank on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents) together with all Expenses in accordance with the terms of the relevant Financing Document evidencing or giving rise thereto (the "Secured Obligations")

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Investec Bank PLC ("Bank")

Address 2 Gresham Street, London

Postcode E C 2 V 7 Q P

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

Pursuant to clause 3.1 of the Debenture the Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations in relation to all of the following assets whether at the date of the Debenture or in future belonging to the Chargor, in each case with full title guarantee

(a) charged to the Bank by way of separate fixed charges

(i) by way of legal mortgage each property specified in Schedule 2 of the Debenture which is set opposite its name;

(ii) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 2 of the Debenture;

(iii) all its Plant and Machinery listed in Schedule 3 of the Debenture and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same,

(iv) all its Plant and Machinery other than that listed in Schedule 3 of the Debenture and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;

(v) all its goodwill, unpaid and/or uncalled capital,

(vi) all its Intellectual Property,

(vii) all its Securities,

(viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Chargor's Group;

(ix) all amounts realised by an administrator or liquidator of the Chargor upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;

(x) all its documents of title which at any time and for any purpose have been or may be deposited with the Bank and the property mentioned in such documents;

[PLEASE SEE CONTINUATION SHEET]

MG01

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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

NIL

**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).

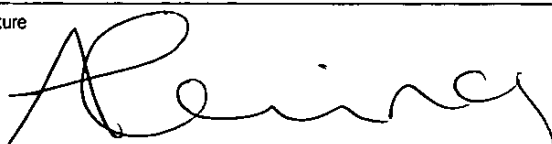
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name AFIA FENNING/INV.25-37

Company name SQUIRE SANDERS & DEMPSEY (UK) LLP

Address 7 DEVONSHIRE SQUARE

Post town LONDON

County/Region

Postcode E C 2 M 4 Y H

Country UK

DX DX 136546 Bishopsgate 2

Telephone 0207 655 1000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

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



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MG01 - continuation page

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Please give the short particulars of the property mortgaged or charged

Short particulars

(xi) all of its Non-Vesting Receivables to the extent not effectively assigned by way of security under Clause 3.1 (c) of the Debenture;  
(xii) all Associated Rights pertaining to its Non-Vesting Receivables,  
(xiii) all of its Other Receivables;  
(xiv) all Associated Rights pertaining to its Other Receivables,  
(xv) all monies in the accounts specified in Clause 4 2(a) and in any other account in the name of that Chargor under the control of or operated in accordance with the directions of the Bank

(b) charged to the Bank by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 3 1 (c)) of the Debenture,

(c) assigned and agreed to assign by way of security to the Bank all its rights, title and interest in and to

- (i) the benefits arising under the Insurances,
- (ii) the Non-Vesting Receivables, and
- (iii) any contracts relating to or benefitting any of the Charged Assets (to the extent that such contract is not prohibited by its terms from being charged and/or assigned under the Debenture)

Pursuant to clause 3 2 of the Debenture the Chargor agreed that the Bank may at any time after an Enforcement Event has occurred give written notice to a Chargor immediately converting (in whole or in part) the floating charge contained in Clause 3.1(b) of the Debenture into a fixed charge in respect of that Chargor.

Pursuant to clause 3 3 of the Debenture the Chargor agreed that the floating charge created by a Chargor pursuant to Clause 3 1(b) of the Debenture will, unless otherwise agreed by the Bank in writing and in addition to any circumstances in which the same will occur under general law, automatically and without notice be converted into a fixed charge

- (a) upon the appointment of a Receiver or an Administrator,
- (b) upon the directors or members of any Chargor resolving to apply for an administration order to be made in relation to it or upon the presentation of a petition for an administration order to be made in relation to any Chargor,
- (c) upon a distress, attachment, execution, diligence under Scots law or other legal process is levied, enforced or sued out on or against all or any part of the assets of a Chargor; or
- (d) if any other floating charge created by that Chargor crystallises for any reason.

Pursuant to Clause 3 4 of the Debenture the Chargor agreed that the floating charge created by the Debenture is a qualifying floating charge of the purpose of paragraph 14 of schedule B1 of the Insolvency Act 1986.

Pursuant to clause 3 5 of the Debenture, it was agreed that the Debenture

# MG01 - continuation page

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Short particulars

secures both present and further advances The Bank covenanted to make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the secured obligations.

Pursuant to clause 4 1(o) of the Debenture the Chargor agreed that whilst the security exists, it will ensure that no Encumbrances (other than liens arising by operations of law in the ordinary course of business and securing obligations not more than 60 days overdue) will arise on or after the date of the Debenture in respect of its Charged Assets without the prior written consent of the Bank save as permitted under the Facility Agreement, the Loan Terms, the Recievables Financing Terms and the Communion Terms

Pursuant to clause 6.1 of the Debenture the Chargor agreed that, at the Bank's request, each Chargor will, at its own expense, promptly sign, seal, execute, deliver and perfect all deeds, debentures and instruments including, without limitation, standard securities, assignments and any other documents needed in relation to assets in Scotland and any other jurisdiction and do all such other acts and things as the Bank or any Administrator or Receiver (as the case may be) appointed under the Debenture may require in order to perfect, protect or enforce this security in respect of that Chargor or to facilitate the realisation of any of the Charged Assets or to use the powers given to each of them in the Debenture or to enforce the obligations of that Chargor and/or the rights of the Bank under the Debenture and it will take such steps as the Bank shall specify to make such registrations and give such notifications as the Bank may consider appropriate (or which may be specified by applicable law) in relation to the Debenture and each Chargor authorises the Bank to effect the same if the Bank so chooses.

#### SCHEDULE 2 PROPERTIES

Britton Company	Address	Title Numbers	Tenure
Britton Merlin Limited	Brackenborough Road, Louth, Lincolnshire LN11 0AX	LL92305, LL102010, LL95956, LL242920 and LL119179,	Freehold
Britton Taco Limited	Unit 20 Road One, Winsford Industrial Estate, Winsford, Cheshire CW7 3RD	CH440132	Freehold
Britton Decoflex	BT 2/18 Oaksway Business Park, Hartlepool		Leasehold

# MG01 - continuation page

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Short particulars

Britton Decoflex	Unit 10B The Wheelwrights, Temple Farm Industrial Estate, Sutton Road, Southend on Sea, Essex SS2 5RD		Leasehold
Britton Group Limited	Unit 3 & 5 Protea Way, Pixmore Avenue, Letchworth, Hertfordshire SG6 1JT		Leasehold

#### DEFINITIONS

**Administrator** an administrator appointed under the Debenture

**Associated Rights.** in relation to any Chargor which is a Client, all Returned Goods and all proceeds of sale thereof and in relation to any Receivable or Returned Goods, all of the following

- (a) all the rights by law of such Chargor as an unpaid vendor or under the Contract of Sale (but without any obligation on the Bank to complete or perform the Contract of Sale) including, without limitation, such Chargor's rights to receive or be paid interest on any unpaid Receivable, whether such interest is statutory interest or arises under any express or implied contractual term;
- (b) all evidence of the Contract of Sale, its performance or any disputes arising;
- (c) all documents of title to Goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar documents,
- (d) the benefit of all insurances and all rights and powers under insurance policies including any Insurances,
- (e) all Remittances, securities, Encumbrances, bonds, guarantees and indemnities, and
- (f) all accounting records relating to the Receivable.

**Charged Assets** in relation to each Chargor, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same

**Client** each person, other than the Bank, which is a party to the Facility Agreement as a Client.

**Common Terms:** the common terms set out in the document entitled or otherwise referred to as the Common Terms

**Contract of Sale** a contract in any form, including a purchase order, between a Client and a Debtor for the sale or hire of Goods or the provision of services or work done and materials supplied

**Encumbrance** any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement,

# MG01 - continuation page

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>preferential right, trust arrangement or other arrangement for the purpose of and having a similar effect to the granting of security whether by law or agreement or other security interest of any kind</p> <p><b>Enforcement Event:</b> the exercise by the Bank's of any or all of its rights under clause 14.1 of the Receivables Finance Terms</p> <p><b>Facility Agreement:</b> the agreement entered into between the Bank and one or more Clients which is entitled or otherwise referred to as the "Facility Agreement" and which incorporates the Common Terms and, as appropriate, the Receivables Finance Terms and the Loan Terms</p> <p><b>Financing Documents:</b> the following documents (each a "Financing Document"), each as amended, supplemented or replaced from time to time</p> <ul style="list-style-type: none"> <li>(a) the Facility Agreement;</li> <li>(b) the Common Terms;</li> <li>(c) the Receivables Finance Terms,</li> <li>(d) the Loan Terms,</li> <li>(e) the Debenture,</li> <li>(f) any assignment by way of security,</li> <li>(g) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by any Obligor in favour of the Bank,</li> <li>(h) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any Obligor or person liable to the Bank in respect of the Secured Obligations, and</li> <li>(i) any agreement, instrument, notice or certificate delivered or entered into pursuant to, or ancillary to, or in connection with any of the above</li> </ul> <p><b>Goods:</b> any merchandise, or where the context admits, any services, in each case the subject of a Contract of Sale</p> <p><b>Group</b> has the meaning given to that term in the Common Terms</p> <p><b>Insurances</b> in relation to each Chargor, the policies of insurance in which it is interested details of which are set out in Schedule 5 of the Debenture, and any other policies of insurance in which such Chargor may at the date of the Debenture or thereafter have an interest (to the extent that such policy is not permitted by its terms from being charged and/or assigned under the Debenture) and "<b>Insurance</b>" shall mean each one of the Insurances.</p> <p><b>Intellectual Property:</b> in relation to each Chargor, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or</p>	



# MG01 - continuation page

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Short particulars

extensions thereof and wherever in the world subsisting

**Loan Terms** the loan terms set out in the document entitled or otherwise referred to as the Loan Terms.

**Non-Vesting Receivable** in relation to a Chargor which is a Client, any Receivable which either fails to vest absolutely or effectively in the Bank under the Facility Agreement for any reason, including where the assignment of that Receivable to the Bank is void or voidable (whether as between the Bank and such Chargor or as between the Bank and any third party)

**Obligor** each Chargor, each Client and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of any such Chargor, Client or other such person to the Bank

**Other Receivables** in relation to each Chargor

(a) all present and future book and other Receivables due or owing to such Chargor, the proceeds of the same and all other moneys due and owing to such Chargor or which may become due and owing to it in the future,

(b) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of such Chargor with any bank, financial institution or other person and the Receivables represented thereby,

(c) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and

(d) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever at the date of the Debenture or at any time enjoyed or held by it in relation to any of the Receivables, proceeds, moneys or sums referred to in any of paragraphs (a), (b) or (c) above;

(e) any Receivable which is not prohibited under its terms or by law to be charged under the Debenture

but excluding, in the case of a Chargor whilst it is a Client

(a) Non-Vesting Receivables; and

(b) any Receivables whilst they remain vested in, or held on trust for, the Bank under the Facility Agreement.

**Plant and Machinery** in relation to each Chargor, all owned at the date of the Debenture and thereafter acquired plant, machinery and other equipment (including the plant and machinery specified in Schedule 3) and other tangible personal property (except Inventory) wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto

**Real Property** in relation to each Chargor, all freehold and leasehold properties and other real property both present and future (including the property or properties specified in Schedule 2 of the Debenture and set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to

# MG01 - continuation page

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>time thereon or therein.</p> <p><b>Receivable.</b> any obligation (present, future or contingent) of a Debtor to make payment under a Contract of Sale, including</p> <ul style="list-style-type: none"> <li>(a) the future right to recover sums due following the determination, assessment or agreement of the amount of the obligation;</li> <li>(b) VAT; and</li> <li>(c) all duties and charges,</li> </ul> <p>together with its Associated Rights and, where the context allows, a part of such obligation or its Associated Rights</p> <p><b>Receivables Finance Terms.</b> the receivables finance terms set out in the document entitled or otherwise referred to as the Receivables Finance Terms</p> <p><b>Receiver.</b> a receiver appointed under the Debenture</p> <p><b>Remittances</b> in relation to any Chargor which is a Client, all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS payments, CHAPS payments and any other form or instrument of payment received by the Bank, such Chargor or its agents towards discharge of a Receivable</p> <p><b>Returned Goods:</b> in relation to any Chargor which is a Client, any Goods relating to or purporting to comply with a Contract of Sale which any Debtor will for any reason:</p> <ul style="list-style-type: none"> <li>(a) reject or give notice of rejection, or</li> <li>(b) return or attempt to or wish to return to such Chargor or the Bank, or which such Chargor or the Bank recovers from a Debtor</li> </ul> <p><b>Securities</b> in relation to each Chargor, all its stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise (including those details which appear in Schedule 4 of the Debenture) and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of</p>



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5021852  
CHARGE NO. 14**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 1 JUNE 2011 AND CREATED BY BRITTON HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OF THE OBLIGORS TO INVESTEC BANK 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 8 JUNE 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2011**

07



*Companies House*  
— for the record —



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