

MG01

Particulars of a mortgage or charge



154652 / 169

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

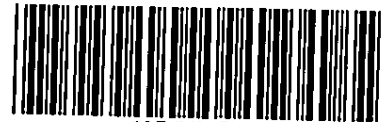
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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



A09 21/04/2010 280
COMPANIES HOUSE

1

Company details

Company number 5 3 6 3 9 1 7

Company name in full Four Seasons Control Holdings Limited (Company)

→ 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 06 20 04 20 10

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 Assignment dated 16 April 2010 and entered into by the Company and the
Lender (as defined at section 5) (Assignment)

4

Amount secured

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

Amount secured

(a) all money and liabilities whether actual or contingent (including
further advances made at the date of the Assignment by the Lender
and secured directly or indirectly by the Assignment) which at the
date of the Assignment or at any time thereafter may be due, owing
or incurred by the Company to the Lender anywhere or for which the
Company may be or become liable to the Lender in any manner
whatsoever without limitation (and whether alone or jointly with any
other person in whatever style, name or form and whether as
principle or surety and notwithstanding that the same may at any
earlier time have been due owing or incurred to some other person
and have subsequently become due, owing or incurred to the Lender
as a result of a transfer, assignment or any other transaction or by
operation of law), and

(b) interest on all such money and liabilities to the date of payment at
such rate or rates as may from time to time be agreed between the

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

MG01

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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 ☒ Lloyds TSB Bank plc (**Lender**)

Address 25 Gresham Street

London

Postcode E C 2 V 7 H 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

The Company, with full title guarantee, as a continuing security for the payment, discharge or performance of the Secured Obligations assigned absolutely to the Lender all its rights, title and interest in respect of the Assigned Documents

The Company will not, save as permitted pursuant to the Facility Agreement or otherwise with the prior written consent of the Lender, create or permit to come into being any Security over the assets and rights assigned under the Assignment nor will it assign or otherwise deal with any such assets or rights save in pursuance of its obligations under the Assignment

In this form the following term shall have the following meaning

Facility Agreement means a term loan facility agreement originally dated 17 June 2008, as amended and restated on 4 December 2009 and as further amended and restated by an amendment and restatement agreement dated 16 April 2010, and made between Cobco 835 Limited the Company and the Lender amongst others

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 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 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 Addleshaw Goddard LLP X

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

MG01

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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 **Martin Eid**

Company name **Addleshaw Goddard LLP**

Address **100 Barbirolli Square**

Manchester

Post town

County/Region

Postcode **M 2 3 A B**

Country

DX **14301 Manchester**

Telephone **0161 934 6276**



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,
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

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	<p>Lender and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, or two percentage points per annum above the Lender's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Lender (as conclusively determined by the Lender) of funding sums compared to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Lender may select) for such consecutive periods (including overnight deposits) as the Lender may in its absolute discretion from time to time select,</p> <p>(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Lender in relation to the Assignment (including any acts necessary to release the Assigned Documents from this Security) or in enforcing the Security hereby created on a full and unqualified indemnity basis, and</p> <p>(d) any fees charged by the Lender for the time spent by the Lender's officials, employees or agents in dealing with any matter relating to the Assignment. Such fees shall be payable at such rate as may be specified by the Lender,</p> <p>(together, the Secured Obligations)</p> <p>In this form, the following terms shall have the following meanings</p> <p>Assigned Documents means a sale and purchase agreement in relation to acquisition by the Company of the entire issued share capital of Berkeley Controls Group Limited (company number 03661327) dated 16 April 2010 and entered into by (1) Mr Raymond Wall and Mrs Dorothy Wall, both of Framewood Manor, Framewood Road, Fulmer, SL2 4QR, (2) the Company and (3) Barclays Unquoted Investments Limited (Company Number 2156006)</p> <p>Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Sterling means the lawful currency of the United Kingdom for the time being</p>	

MG01 - continuation page

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4

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MG01 - continuation page

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MG01 - continuation page
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4

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5363917
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT DATED 16 APRIL
2010 AND CREATED BY FOUR SEASONS CONTROL HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 21 APRIL 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2010



Companies House
— for the record —

P R O



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