

MG01

Particulars of a mortgage or charge



103223/13

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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



LD2 *LP8XFJJW* 28/04/2010 79
COMPANIES HOUSE

1 Company details

Company number 06006896

Company name in full PPG BRACKNELL LIMITED

13 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 20 04 2010

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 debenture (the "**Debenture**") dated 20 April 2010 and made between the Company as
chargor and Bank of Scotland plc as lender (the "**Lender**")

4 Amount secured

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

Amount secured All or any money and liabilities which shall from time to time
(and whether on or at any time after demand) be due, owing or
incurred in whatsoever manner to the Lender by the Company,
whether actually or contingently, solely or jointly and whether
as principal, guarantor, cautioner or surety including any
money and liabilities of the Company to a third party which
have been assigned or novated to or otherwise vested in the
Lender, and including any liability for further advances or
credit made or to be made (at the time of this Debenture or in
the future) by the Lender and any interest, discount,
commission and other lawful charges or expenses which the
Lender may in the course of its business charge or incur in
respect of any of those matters or for keeping the Company's
account, and so that interest shall be computed and

Continuation page

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

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4

Amount secured

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

Amount secured

compounded according to the Lender's usual rates and practice as well after as before any demand made or decree obtained under or in relation to this Debenture (the "**Secured Obligations**")

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

Continuation page

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

Name **BANK OF SCOTLAND PLC**Address **155 BISHOPSGATE****LONDON**Postcode **E C 2 M 3 T Q**

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

Fixed Charges, Assignments and Floating Charge

In this Debenture, the Company.

- (a) charged with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, but way of first fixed charge, all the Company's right, title and interest from time to time in and to each of the following assets
- (i) the Real Property,
 - (ii) the Tangible Moveable Property,
 - (iii) the Accounts,
 - (iv) the Intellectual Property;
 - (v) any goodwill and rights in relation to the uncalled capital of the Company,
 - (vi) the Investments, and
 - (vii) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture,

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>(b) assigned and agreed to assign absolutely with full title guarantee to the Lender as security for the payment and discharge of the Secured Obligations all the Company's rights, title and interest from time to time and to each of the following assets the proceeds of any Insurance Policy and all Related Rights; and</p> <p>(c) with full title guarantee charged in favour of the Lender with payment and discharge of the Secured Obligations by way of <u>first floating charge all present and future assets and undertaking of the Company.</u></p> <p>This Debenture also provided that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Lender as security for the Secured Obligations</p> <p>Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by the Debenture.</p> <p>FURTHER ASSURANCE AND NEGATIVE PLEDGE</p> <p>The Debenture contains covenants for further assurance and negative pledge.</p> <p>In this Form MG01 (and continuation sheets)</p> <p>"Account" means any account opened or maintained by the Company with the Lender or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.</p> <p>"Finance Documents" has the meaning given to it in the Facility Agreement</p> <p>"Facility Agreement" means the PIYC Facility Agreement and the Sub-Group Facility Agreement</p> <p>"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest</p> | |

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Particulars of a mortgage or charge

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|-------------------|---|--|
| 6 | Short particulars of all the property mortgaged or charged | |
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>In this Form MG01 (and continuation sheets)</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (a) any stocks, shares, debentures, securities and certificates of deposit, (b) all interests in collective investment schemes; and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b); <p>in each case whether held directly by or to the order of the Company or by any Lender, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Lender, nominee, fiduciary or clearance system)</p> <p>"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)</p> <p>"PIYC Facility Agreement" means the PIYC facility agreement dated on or about the date of this Debenture made between Murray International Holdings Limited, Murray Group Holdings Limited and the Lender as amended, varied, novated or supplemented from time to time</p> <p>"Real Property" means</p> <ul style="list-style-type: none"> (a) any freehold, leasehold or immovable property, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, <p>and includes all Related Rights</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in | |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

respect of that asset;

- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

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Particulars of a mortgage or charge

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| 6 | Short particulars of all the property mortgaged or charged |
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| | Please give the short particulars of the property mortgaged or charged |
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Short particulars

In this Form MG01 (and continuation sheets):

"Sub-Group Facility Agreement" means the facility agreement dated on or about the date of this Debenture made between The Premier Property Group Limited and the Lender as amended, varied, novated or supplemented from time to time

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights

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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

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 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

Clifford Chance LLP

X

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

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Presenter information

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

Contact name Elizabeth Turner (70-40432484)

Company name Clifford Chance LLP

Address

Post town

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 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,
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. 6006896
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 APRIL 2010
AND CREATED BY PPG BRACKNELL LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 28 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 APRIL 2010

DP
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES