

MG01

Particulars of a mortgage or charge

070408/0/13



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LASERFORM

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

You cannot use this form to
register particulars of a charge on
a company. To do this, please
use form MG01s

FRIDAY



LD4 *L1DK29J5* #33
20/07/2012
COMPANIES HOUSE

1

Company details

Company number

0 6 0 1 6 6 5 9

Company name in full

Perfect Home Holdings Ltd (the **Chargor**)

2

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

d1 d6 m0 m7 y2 y0 y1 y2

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

the debenture dated 16 July 2012 and made between the Chargor and Burdale Financial Limited
(the **Debenture**)

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 in any other
capacity whatsoever, of each Obligor to the Lender except for any
obligation which, if it were so included, would result in a contravention
of the prohibitions in Chapter 2 (*Financial assistance for purchase of
own shares*) of Part 18 of the Companies Act 2006 (or its equivalent
in any other jurisdiction) (the **Secured Liabilities**)

Capitalised terms are defined in the MG01 Continuation Sheet
attached

Continuation page

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

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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 Burdale Financial Limited (the **Lender**)

Address 5th Floor, Bow Bells House,

1 Bread Street, London

Postcode E C 4 M 9 B E

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

See MG01 Continuation Sheet attached

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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 *Aberton Rose 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 ADUN LN55991

Company name Norton Rose LLP (Collect
London Counters)

Address

Post town

County/Region

Postcode

Country

DX

Telephone +44 (0)20 7283 6000



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 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

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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>1. Fixed Security</p> <p>The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 1 2 (g) of the Debenture (<i>Construction</i>) (as set out in paragraph 3 of this MG01),</p> <p>(a) charged in favour of the Lender by way of a first legal mortgage all the property (if any) now belonging to it and specified in Schedule 2 of the Debenture (<i>Mortgaged Property</i>) and all other interests in any freehold or leasehold property now or in the future belonging to it, and</p> <p>(b) charged in favour of the Lender by way of a first fixed charge</p> <ul style="list-style-type: none"> (i) (to the extent that they are not within clause 2 1(a) of the Debenture (as set out in paragraph 1(a) above)) all interests in any freehold or leasehold property now or in the future belonging to it, (ii) all Equipment (other than any Specified Equipment effectively mortgaged to the Lender by way of a first legal mortgage pursuant to clause 2 1(e) of the Debenture (as set out in paragraph 1(e) below)) now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future, (iii) all of its benefits, claims and returns of premiums in respect of the Insurances, (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them, (v) its goodwill and its uncalled capital both present and future, (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account, (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in clause 2 1(b)(vi) of the Debenture (as set out in paragraph 1(b)(vi) above), (viii) its rights under any hedging arrangements, (ix) any of its beneficial interest, claim or entitlement in any pension fund, (x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it, (xi) its Intellectual Property including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever), <p>(c) mortgaged by way of equitable mortgage or (if to the extent that the Debenture does not take effect as an equitable mortgage) charged by way of fixed charge to the Lender all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and</p> <p>(d) mortgaged or (if to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge to the Lender all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge</p>	

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Short particulars

PROVIDED THAT

- (i) whilst no Event of Default is continuing, all dividends and other distributions paid or payable as referred to in clause 2 1(d) of the Debenture (as set out in paragraph 1(d) above) may be paid directly to the Chargor (in which case the Lender or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Lender shall be paid promptly by it to the Chargor, and
- (ii) subject to clause 5 4(c) of the Debenture (*Security Shares*) whilst no Event of Default is continuing, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor or, as the relevant Chargor may direct in writing

(e) mortgaged or (if to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge to the Lender the same to be a security by way of a first mortgage all of its right, title and interest in and to

- (i) the Specified Equipment,
- (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment

1 2 There shall be excluded from the charges created by Clause 2 1(a) and 2 1(b) of the Debenture (as set out in paragraphs 1(a) and 1(b) above) and from the operation of clause 13 of the Debenture (*Further Assurances*) any leasehold property held by the Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property

2 Floating Charge

The Chargor as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 3 of this MG01 charged in favour of the Lender by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by clause 2 of the Debenture (*Fixed Security*) (as set out in paragraph 1 of this MG01)

3. Construction

Every disposition effected by the Debenture is made with full title guarantee. The other terms of the Debenture do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but created separate and independent obligations having effect cumulatively with those implied covenants

4. Restrictions on Dealings

No Chargor shall

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Debenture, or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by clause 3 1 of the Debenture (*Creation*) and except as provided for under the Finance Documents

5 Definitions

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Terms not defined in this Form MG01 are as set out in the Debenture

Blocked Accounts means the bank accounts of the Chargor (if any) specified in Part I of Schedule 5 of the Debenture (*Charged Accounts*) (as set out in Schedule 1 to this MG01) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Lender may designate or approve

Book Debts means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor, and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

Charged Accounts means the Blocked Accounts and the Other Accounts

Equipment means (save to the extent that any such items form part of such Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by any Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located

Event of Default is defined in the Facility Agreement

Facility Agreement means the facility agreement dated 16 July 2012 between Perfect Home Holdings Ltd (as Company) and others as Borrowers and/or Guarantors and the Lender

Finance Documents is defined in the Facility Agreement

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property

Group Shares means all shares specified in Schedule 4 of the Debenture (*Group Shares*) (as set out in Schedule 2 to this MG01), or in the Schedule to any Deed of Accession or, when used in relation to the Chargor, such of those shares as are specified against its name in Schedule 4 of the Debenture (*Group Shares*) or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to the Chargor) the Chargor from time to time,

Insurances means all contracts and policies of insurance taken out by or for a Chargor or in which any Chargor has an interest (to the extent of that interest)

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the

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benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture

Obligors is defined in the Facility Agreement

Permitted Security Interest means any Security Interest which any Chargor is permitted to create or maintain under the terms of the Facility Agreement

Premises means any building or other edifice on the Mortgaged Property or other Security Asset

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares

Security Assets means all assets of each Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property)

Security Interest is defined in the Facility Agreement

Specified Equipment means the Equipment (if any) specified in Schedule 8 of the Debenture (*Specified Equipment*) or in the Schedule to any Deed of Accession

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 7 of the Debenture (*Specified Intellectual Property*) (as set out in Schedule 3 to this MG01) or in the Schedule to any Deed of Accession

Schedule 1

Blocked Account

Chargor	Bank	Branch
Temple Finance Limited	Barclays Bank plc	Colmore Row, Birmingham

Schedule 2

Group Shares

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Short particulars

Chargor	Company Name	Type of Share	Number of Shares
Perfect Home Holdings Ltd	Perfect Home Finance Limited	Ordinary	1
Perfect Home Finance Limited	Temple Retail Limited	Ordinary	1
Temple Retail Limited	Temple Finance Limited	Ordinary	1
Temple Retail Limited	Coleshill Financial Services Limited	Ordinary	1,000

Schedule 3

Specified Intellectual Property

Chargor	Trade Mark Number	Classes	Mark Text
Temple Retail Limited	2419564	35, 36, 37	PERFECTHOME perfecthome



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6016659
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 JULY 2012
AND CREATED BY PERFECT HOME HOLDINGS LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO BURDALE FINANCIAL LIMITED 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 20 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2012

dc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES