


# MG01

## Particulars of a mortgage or charge

618958/13



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



A21 08/04/2013 #64

COMPANIES HOUSE

### 1 Company details

Company number 06293913

Company name in full Fox Industrial Holdings Limited (the 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 d2 d8 m0 m3 y2 y0 y1 y3

### 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 Composite Guarantee and Debenture (the Debenture)

### 4 Amount secured

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

Amount secured All monies, debts and liabilities from time to time  
due, owing or incurred by the Chargor to the Lender  
(as defined in section 5 of this Form MG01) (other  
than in its capacity as a shareholder of the  
Chargor or any holding company of the Chargor) of  
any kind and in any currency (whether incurred  
alone or jointly with another, whether actual or  
contingent, and whether as principal or surety),  
including any monies, debts and liabilities of the  
Chargor to a third party which have been assigned  
or novated to or otherwise vested in the Lender and  
the charges, commission, Costs and Interest of the  
Lender (the Secured Liabilities)

Please see attached continuation sheet.

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

## MG01 - continuation page

Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated</p> <p><b>Costs</b> means all costs, charges or expenses on a full indemnity basis of any kind including, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements; and</p> <p><b>Interest</b> means interest at the rate charged by the Lender to the Chargor from time to time</p>	

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Finance Yorkshire Equity LP (the Lender)		
Address	1 Capitol Court, Capitol Business Park, Dodworth		
	Barnsley		
Postcode	S 7 5 3 T Z		
Name			
Address			
Postcode			

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated</p> <p>Pursuant to the Debenture the Chargor covenants with the Lender to pay or discharge on demand in writing made to it by the Lender when due and payable the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender the property set out below in the manner set out below</p> <p>1 1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property,</p> <p>1 2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Chargor (not otherwise effectively mortgaged in the Lender's favour by clause 3 1 of the Debenture, as detailed at paragraph 1 1 above) and all Rights relating to it,</p> <p>1 3 by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Chargor (not otherwise effectively mortgaged or charged in the Lender's favour by clauses 3 1 and 3 2 of the Debenture, as detailed at paragraphs 1 1 and 1 2 above) and all Rights relating to it,</p> <p>1 4 by way of fixed charge, the Book Debts,</p> <p>1 5 by way of fixed charge, all subsisting patents and subsisting rights of a similar nature of the Chargor present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them),</p> <p>Please see attached continuation sheet</p>		

# MG01 - continuation page

## 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 6 by way of fixed charge, all domain name registrations of the Chargor present and future and all applications for them and the right to apply for any of them in any part of the world,</p> <p>1.7 by way of fixed charge, all registered trademarks of the Chargor present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Chargor present and future,</p> <p>1 8 by way of fixed charge, all service marks of the Chargor present and future;</p> <p>1 9 by way of fixed charge all registered designs of the Chargor present and future and all applications for them and the right to apply for any of them in any part of the world,</p> <p>1 10 by way of fixed charge, all inventions, utility models, confidential information, 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 (including rights in computer software) of the Chargor present and future,</p> <p>1 11 by way of fixed charge all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor from time to time and relating to its business, which is not in the public domain,</p> <p>1 12 by way of fixed charge, the benefit (subject to the burden) of any and all present and future agreements, arrangement and licences in connection with the Intellectual Property,</p> <p>1 13 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Chargor present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,</p> <p>1 14 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor,</p> <p>1.15 by way of fixed charge, all stocks, shares and other securities held by the Chargor from time to time in any Subsidiary and all income and rights derived from or attaching to them,</p> <p>1 16 by way of fixed charge all stocks shares interests in limited liability partnerships and other securities of the Chargor present and future and all income and rights derived from or attaching to them,</p> <p>1 17 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Chargor or any third party from time to time, and</p>	

# MG01 - continuation page

## 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

1 18 by way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not subject to a fixed charge under the Debenture

#### DEFINITIONS

**Bank** means HSBC Bank plc (Company No 00014259),

**Book Debts** means

(a) all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and

(b) the benefit of all rights whatsoever relating to the debts referred to above including, any related agreements, documents, rights and remedies (including, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets whatsoever in respect of the same),

**Charged Property** means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender under the Debenture,

**Company** means Fox Wire Limited (Company No 06293609);

**HIF** means HSBC Invoice Finance (UK) Limited (Company No 00759657),

**Intellectual Property** means together the property described in clauses 3 5 to 3 12 (inclusive) of the Debenture (as detailed in paragraphs 1 5 to 1 12 (inclusive) above),

**Liabilities** means all present or future monies, obligations or liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity;

**Rights** means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them),

**Scheduled Property** means the property details of which are set out at Schedule 3 to the Debenture (and which such Schedule is left intentionally blank as at the date of the Debenture), and

**Security Interest** means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security

# MG01 - continuation page

## 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

interest (whether fixed or floating) including any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security,

**Senior Creditors** means the Bank and HIF,

**Senior Facility Document** means

(a) a term facility granted by the Bank to the Company under a facility letter dated 21 March 2013,

(b) an invoice discounting agreement between HIF and the Company in respect of the Company's debts and accounts receivable dated 21 July 2009 and accepted on 12 August 2009, and

(c) any Senior Security Document,

**Senior Facilities** means all Liabilities which are or may become payable or owing by the Company to the Senior Creditors or either of them under the Senior Facility Documents which are secured by any Senior Security Interest,

**Senior Security Document** means any document under which a Senior Security Interest is taken pursuant thereto and any other document under which a Senior Security Interest is created, whether at the date of this deed or at any later date, which secures any of the Senior Facilities,

**Senior Security Interest** means any debenture, mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect in favour of the Senior Creditors created by a Senior Security Document,

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

#### NOTES

1 The Debenture contains a negative pledge pursuant to which the Chargor undertakes that it shall not-

(a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than in favour of the Lender or arising pursuant to the Senior Security Documents or as otherwise permitted with the prior written consent of the Lender (which it may exercise in its sole discretion),

# MG01 - continuation page

## 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) without prejudice to clauses 4.3 and 4.4 of the Debenture (as detailed in paragraphs (c) and (d) below) below, sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Lender, or</p> <p>(c) sell, assign, factor or discount any of its book debts (including the Book Debts) or any future revenues or income; or</p> <p>(d) sell, lease or otherwise dispose of any interest in freehold or leasehold property without the prior written consent of the Lender (which it may exercise at its sole discretion)</p> <p>2 Pursuant to the Debenture, the Lender may by written notice to the Chargor convert the floating charge into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice</p> <p>3 The Debenture contains a power of attorney</p> <p>4 In certain circumstances, the Debenture confers upon the Lender the power to appoint an administrator or a receiver</p>	

# MG01

## Particulars of a mortgage or charge

### 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 *Walker Morris*

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 Ben Roden (BKR/NEO 20-10)

Company name Walker Morris

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



### 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)



**FILE COPY**

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

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

**COMPANY NO. 6293913  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 28 MARCH 2013 AND CREATED BY FOX  
INDUSTRIAL HOLDINGS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO FINANCE  
YORKSHIRE EQUITY LP ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 8 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2013

17X



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES