

MG01

Particulars of a mortgage or charge

844534/13



iris  
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 for**

You cannot use this form to re-  
register particulars of a charge for a S  
company. To do this, please  
use form MG01s

SATURDAY



A13  
22/01/2011  
COMPANIES HOUSE  
151

1

**Company details**

Company number 0 6 7 1 8 6 2 3

Company name in full Norton Motorcycles (UK) Limited  
(the "Company")

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 d7 m0 m1 y2 y0 y1 y1

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 Debenture (the "Debenture")

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**Amount secured**

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

Amount secured

1 All monies (in whatever currency), obligations and  
liabilities which are from time to time due, owing or incurred  
by the Company to the Beneficiaries including, without  
limitation in respect of the Loan Notes, whether actually or  
contingently, solely or jointly and whether as principal or  
surety, including interest (as well after as before judgment),  
commission and other fees and charges at the rates and on the  
terms agreed between the Company and the Beneficiaries from  
time to time

("Secured Liabilities")

**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					
Name	Stephen Murray					
Address	Bell Hall, Hartle Lane					
	Belbroughton, Stourbridge, West Midlands					
Postcode	D	Y	9		9	U L
Name						
Address						
Postcode						

**Continuation page**

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

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

	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>By way of legal mortgage -</p> <p>1 the property (if any) described in Schedule 1 of the Debenture,</p> <p>By way of fixed charge</p> <p>2 any freehold or leasehold property (excluding any property charged in Clause 3 1 1 of the Debenture) now and in the future owned by the Company or in which the Company may have an interest,</p> <p>3 all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Company's freehold or leasehold property,</p> <p>4 any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Company's business and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,</p> <p>5 all Book Debts,</p> <p>6 all Book Debts required by the Security Trustee to be paid into a Nominated Account and all cash in respect of such Book Debts,</p> <p>7 any credit balance on any Nominated Account,</p> <p>8 all the Company's goodwill and uncalled capital present and future,</p> <p>9 all the Company's Intellectual Property from time to time not disposed of in the ordinary course of the Company's business,</p> <p>10 all Securities from time to time owned by the Company or in which it has an interest,</p> <p>11 all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group,</p> <p>12 all the Company's rights and claims (including the return of premiums) under all insurance policies in which the Company has an interest from time to time,</p> <p>By way of floating charge</p> <p>13 all the Company's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland)</p> <p>("the Charged Assets").</p> <p>(see continuation sheet)</p>	

**Continuation page**

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

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## Particulars of a mortgage or charge

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### 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

N/A

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *WJ Gokelley Waring* 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 Penny Phipps/6241736

Company name HBJ Gateley Wareing LLP

Address One Eleven Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 H J

Country

DX 13033 Birmingham 1

Telephone 0121 234 0182

### 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

## 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

#### Negative Pledge

The Company agrees with the Security Trustee that it will not, without the Security Trustee's prior written consent -

1 create or permit to subsist, in favour of any person other than the Security Trustee, any Security Interest on the Charged Assets, except for any Permitted Security Interest,

2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge,

4 Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business

#### Definitions

"Beneficiaries" means (i) the Security Trustee, and (ii) the holders from time to time of the Loan Notes,

"Book Debts" means all book debts, revenues and claims whether actually or contingently owing to the Company both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Company for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien,

"Dispose" or "Disposal" includes sale, transfer, lease, licence, or parting with possession or granting any interest in,

"Equipment" means any plant, machinery and/or other equipment charged to the Security Trustee by the Debenture,

"Intellectual Property" means all patents (including applications, improvements, extensions and rights to apply for any patents), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, know how, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties and other rights derived there from or incidental thereto in any part of the world,

"Loan Notes" means the £500,000 variable rate secured loan notes of Norton Motorcycle Holdings Limited issued pursuant to a loan note instrument of the same date as the Debenture,

"Nominated Account" means any account opened pursuant to Clause 5.1.40 of the Debenture,

"Permitted Security Interest" means any lien arising by operation of law in the ordinary course of trading over property other than land,

"Securities" means all stock, shares, bonds and securities (including warrants and options to acquire or subscribe for any of the same) whether marketable or not, held by the Company now or at any time in the future including and all rights and benefits at any time accruing, offered or arising in respect of the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect of them,

"Security Interest" means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement,

"Security Trustee" means Stephen Murray of Bell Hall, Hartle Lane, Belbroughton, Stourbridge, West Midlands, DY9 9UL and his successors in title as security trustee for the Beneficiaries



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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. 6718623  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 JANUARY  
2011 AND CREATED BY NORTON MOTORCYCLES (UK)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE BENEFICIARIES ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 22  
JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES