

MG01

Particulars of a mortgage or charge



IRIS  
LASERFORM

Vo19383/13

**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

THURSDAY



\*LC5X2QKB\*

LD4

06/01/2011

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COMPANIES HOUSE

For official use

1

**Company details**

Company number 0 7 4 0 5 2 4 5

Company name in full Caldicot Metal Decorating Holdings Limited  
(Company)



**Filing 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 d3 d1 m1 m2 y2 y0 y1 y0

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 between the Company and the Bank (as defined below)  
(Debenture)

4

**Amount secured**

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

Amount secured All money and liabilities whatever, whenever and  
however incurred whether at the date of the  
Debenture or in the future due, or becoming due,  
from the Company to the Bank (Debt)

This includes, but is not limited to,

(a) overdrafts, loans or other facilities and  
further advances of money,

(b) guarantees and indemnities to the Bank and any  
of the Company's other contingent liabilities,

(c) discount, commission and other lawful charges  
and expenses,

cont/d

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	HSBC Bank plc (Bank)	
Address	8 Canada Square	
	London	
Postcode	E 1 4 5 H 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charged the following.</p> <p><b>1 Legal Mortgage</b></p> <p>By way of legal mortgage, all freehold (including commonhold) and leasehold land vested in the Company at the date of the Debenture together with all buildings fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it</p> <p><b>2 First Fixed Charge</b></p> <p>By way of first fixed charge,</p> <p>(a) the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Schedule to this Form MG01 below;</p> <p>(b) all the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it;</p> <p>(c) all chattels at the date of the Debenture or at any time afterwards belonging to the Company This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture,</p> <p>cont/d</p>	

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## 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 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

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## 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 romej/granam/15421\_809

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX

Telephone 020 7160 3158



### 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)**

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## 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>(d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgment,</p> <p>(e) money agreed to be paid by the Company under Clause 25 of the Debenture in respect of the Bank's fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in relation to the Debenture</p>	

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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

- (d) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company,
- (e) all book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated at the date of the Debenture or at anytime afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject to the fixed charge and also such debts and claims as are charged in accordance with paragraph (f) below,
- (f) any credit balance on any account of the Company with the Bank,
- (g) any credit balance on any account of the Company with any bank (other than the Bank) or other person,
- (h) all goodwill and uncalled capital for the time being of the Company,
- (i) all stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition,
  - (i) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company,
  - (ii) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Schedule, collectively called, the "securities"),
- (j) all letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) at the date of the Debenture or at any time afterwards belonging to the Company (together with any of the same mentioned in the Schedule below collectively called the "intellectual property"),
- (k) all policies of life insurance or assurance and all rights and claims to which the Company is at the date of the Debenture, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) of the

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Please give the short particulars of the property mortgaged or charged

Short particulars

Debenture),

(l) all rights and other property to which the Company is at the date of the Debenture, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction,

(m) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company; and

(n) the proceeds of sale of any property mentioned above

#### 3 Floating Charge

By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both at the date of the Debenture and in the future This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

#### 4 Negative Pledge

The Company shall not, except with the prior written consent of the Bank

(a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule, or

(b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company, or

(c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture, or

(d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of, the remainder of the charged property

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Short particulars

#### 5 Crystallisation of Floating Charge

The Bank may, by notice in writing to the Company, convert the floating charge created by paragraph 3 above into a fixed charge in respect of such of the property of the Company as may be specified in such notice It may do so,

- (1) if on the happening of any of the events mentioned in Clause 11 of the Debenture, or
- (ii) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy,

In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing

The Schedule referred to above

(Chattels and/or other property)

Description	Name/registration number	Jurisdiction
295,001 Ordinary £1 Shares	Caldicot Metal Decorating Limited 7331961	England and Wales





FILE COPY

P. 4/6.

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

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

COMPANY NO. 7405245  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 31  
DECEMBER 2010 AND CREATED BY CALDICOT METAL  
DECORATING HOLDINGS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 6 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES