

MG01

Particulars of a mortgage or charge



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

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COMPANIES HOUSE

1

Company details

Company number

0 0 3 2 4 6 5 4

Company name in full

Axminster Carpets, Limited (the "**Company**")

For official use

21

→ 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

2 3 1 2 2 0 1 1

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 present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or alone or in any
other capacity whatsoever) of any member of the Group to PNC (as
defined on page 2 of this Form MG01) under or pursuant to any
Finance Document (including all monies covenanted to be paid under
the Debenture) (the "**Secured Obligations**"), provided that no
obligation or liability shall be included in the definition of "**Secured
Obligations**" to the extent that, if it were so included, the Debenture
(or any part of it) would constitute unlawful financial assistance within
the meaning of section 678 of the Companies Act 2006

Capitalised terms used above and not otherwise defined on this page
or on page 2 of this Form MG01 shall have the meaning given to
them in Schedule 1 to this Form MG01

Continuation page

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

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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		Continuation page Please use a continuation page if you need to enter more details
Name	PNC Business Credit a trading style of PNC Financial Services UK Ltd ("PNC")	
Address	One Silk Street	
	London	
Postcode	E C 2 Y 8 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		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>Capitalised terms used below and in the continuation sheets and not otherwise defined on this page or on page 1 of this Form MG01 shall have the meaning given to them in part A of Schedule 1 to this Form MG01</p> <p>1 The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage the Specified Real Property and the Real Property specified in part B of Schedule 1 to this Form MG01,</p> <p>(b) by way of first fixed charge</p> <p>(i) all Real Property and all interests in Real Property not subject to the charge referred to in paragraph 1(a) above,</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(iii) the proceeds of sale of all Real Property other than Specified Real Property,</p> <p>(c) by way of separate and independent first fixed charge each item comprised in the Specified P&M,</p> <p>(d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M,</p> <p>(e) by way of first fixed charge all P&M (not subject to the charges referred to in paragraphs 1(a), 1(b) or 1(c) above) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(f) by way of first fixed charge</p> <p>(i) all computers, vehicles, office equipment and other equipment (not subject to the charge referred to in paragraph 1(c) above), and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Security Obligor's Inventory,</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

N/A

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

Mills & Reeve LLP

on behalf of PNC

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 Zak Virgin

Company name Mills & Reeve LLP

Address 1 St James Court

Whitefriars

Post town Norwich

County/Region Norfolk

Postcode N R 3 1 R U

Country United Kingdom

DX DX 5210 Norwich

Telephone 01603 660155



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><u>Company: Axminster Carpets, Limited</u> <u>Company Number: 00324654</u> <u>CONTINUATION SHEET 1</u></p> <p>(g) by way of first fixed charge the Charged Securities,</p> <p>(h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities,</p> <p>(i) by way of first fixed charge all rights which a Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,</p> <p>(j) by way of first fixed charge all Securities (not subject to the charge referred to in paragraph 1(g) above),</p> <p>(k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which a Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities,</p> <p>(l) by way of first fixed charge all Non-Vesting Domestic A/R and their proceeds now or in the future owing to the Company,</p> <p>(m) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic A/R,</p> <p>(n) by way of first fixed charge all Non-Vesting Export A/R and their proceeds now or in the future owing to the Company,</p> <p>(o) by way of first fixed charge all Related Rights relating to any Non-Vesting Export A/R,</p> <p>(p) by way of first fixed charge all Other Proceeds,</p> <p>(q) by way of first fixed charge the Intellectual Property (if any) specified in Schedule 3 to this Form MG01,</p> <p>(r) by way of first fixed charge all Intellectual Property (if any) not subject to the charge referred to in paragraph 1(q) above,</p> <p>(s) to the extent that any Assigned Asset is not effectively assigned under the assignments referred to in paragraph 2 below, by way of first fixed charge, such Assigned Asset,</p> <p>(t) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p style="padding-left: 20px;">(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and</p> <p style="padding-left: 20px;">(ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and</p> <p>(u) by way of first fixed charge all of the goodwill and uncalled capital of the Company</p> <p>2 The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to</p> <p>(a) the proceeds of the sale of any Specified Real Property,</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

- (b) the proceeds of the sale of any Specified P&M,
- (c) the proceeds of the sale of any Charged Securities,
- (d) the proceeds of the sale of any Intellectual Property specified in Schedule 3 to this Form MG01,
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,
- (f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances,
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
- (i) Other Receivables (not subject to the assignments referred to in paragraphs 2(a) to 2(i) (inclusive) above)

To the extent that any Assigned Asset described in paragraphs 2(a) to 2(j) (inclusive) above is not assignable, the purported assignment to which that paragraph refers operates as an assignment of all present and future rights and claims of the Company to any proceeds of an Assigned Asset

3 The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the mortgages, charges and assignments referred to in paragraphs 1 and 2 above or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

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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

Company: Axminster Carpets, Limited

Company Number: 00324654

CONTINUATION SHEET 2

Restrictions on dealing

The Company shall not do or agree to do any of the following without the prior written consent of PNC

- (a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the Master Facilities Agreement, and/or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for the sale at full market value of stock in trade in the usual course of trading as conducted by the Company at the Commencement Date

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Particulars of a mortgage or charge

Company: Axminster Carpets, Limited

Company Number. 00324654

SCHEDULE 1

Definitions

In this Form MG01 the following terms have the following meanings

"A/R" means an account receivable arising under a Contract of Sale and other financial obligation due or owing to an Obligor under a Contract of Sale (including, in each case, any applicable Tax payable by the Debtor to such Obligor), and where the context so admits shall include a part of an account receivable (but excluding Excluded A/R),

"ABL Insurances" means A/R Insurances, Inventory Insurances, P&M Insurances and Real Property Insurances,

"Administrator" means any person appointed under schedule B1 to the Insolvency Act 1986 to manage a person's affairs, business and property,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to the assignments referred to in paragraph 2 of box 6 (Short particulars of all the property mortgaged or charged) set out on continuation page 1 of this Form MG01,

"Charged Securities" means the Securities specified in Schedule 3 to this Form MG01,

"Collateral" means, in relation to any Obligor and any Security Obligor, all property and assets, whether real or personal, tangible or intangible, in which any Obligor and/or any Security Obligor may, at any time, have any right, title or interest,

"Commencement Date" means the date of the Master Facilities Agreement,

"Contract of Sale" means a contract for the supply of goods, or work done, or materials supplied, or hiring, or any other contract recording a commercial trading relationship, which may now or hereafter be entered into between the Company and a Debtor,

"Debtor" means any person, including any body of persons corporate or unincorporated, incurring any payment obligation to an Obligor (whether under a present, future or prospective Contract of Sale or otherwise) and where the context so permits the person having the duty to administer the Debtor's estate upon death or Insolvency,

"Excluded A/R" means that A/R that is described as such in clause 7 of the Master Facilities Agreement,

"Export A/R" means an A/R created under a Contract of Sale governed by English law, expressed in a Permitted Currency, and evidenced by an Invoice addressed to a Debtor outside the United Kingdom,

"Finance Documents" has the meaning given to it in the Master Facilities Agreement,

"Financial Records" means, in relation to the Collateral all of the Company's rights to

- (a) any ledger, computer data, records, documents, disks, electronic data or machine-readable material on or by which the financial or other information pertaining to Collateral is recorded or evidenced, and
- (b) any equipment necessary for reading or amending the same,

"Group" means the Parent and its Subsidiaries incorporated in England and Wales,

A person is **"Insolvent"** if

- (a) it is, or is deemed for the purposes of any law to be, unable to pay its debts or to be insolvent, or admits its inability to pay its debts as they fall due, or
 - (b) it ceases to trade or notifies any member of the Group of its intention to cease to trade or a member of the Group otherwise becomes aware of such intention through a source reasonably considered to be reliable, or
 - (c) any step (including petition, proposal, giving notice, convening a meeting or applying to court) is taken with a view to
 - (i) a composition or scheme of arrangement (including a Security Obligor's or an Obligor's voluntary arrangement) with any of its creditors, or
 - (ii) its administration, winding-up, liquidation or dissolution, or
 - (iii) its receivership or bankruptcy, or
 - (iv) anything analogous to paragraphs (i) to (iii) inclusive above, or
 - (d) an Administrator is appointed over it, or
 - (e) it is insolvent within the terms of the Insolvency Act 1986,
- and **"Insolvency"** shall be construed accordingly,

"Insurances" means, save for the ABL Insurances, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Security Obligor, or in which a Security Obligor from time to time has an interest,

"Intellectual Property" means all present and future Intellectual Property Rights,

"Intellectual Property Rights" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Security Obligor,

"Inventory" means raw materials, work in progress and finished goods, being the stock-in-trade of a Security Obligor,

"Inventory Insurances" means those policies of insurance (if any) specified in Schedule 4 to this Form MG01 and any other policies of insurance which may replace those policies of insurance,

"Invoice" means the original sales invoice in respect of an A/R issued by an Obligor to a Debtor,

"Master Facilities Agreement" means the master facilities agreement dated the same date as the Debenture and made between (1) PNC and (2) the Obligors and (3) the Parent pursuant to which PNC has agreed to make certain accounts receivables facilities and certain asset based lending facilities available to the Obligors,

"Non-Vesting Domestic A/R" means any A/R (other than an Export A/R) purportedly assigned to PNC pursuant to the Master Facilities Agreement but which does not, for any reason, vest absolutely and effectively in PNC,

"Non-Vesting Export A/R" means any Export A/R purportedly assigned to PNC pursuant to the Master Facilities Agreement but which does not, for any reason, vest absolutely and effectively in PNC,

"Obligors" means
the Company, and
Devonia Products Limited (company number 00674732),
and **"Obligor"** means any one of them,

"Other Proceeds" means all and any monies paid to a Trust Account which are not the proceeds of A/R,

"Other Receivables" means, save for A/R, all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"Parent" means Axminster Carpets Holdings Limited (company number 02683126),

"P&M" means all plant, machinery, other capital equipment (excluding Inventory) owned by a Security Obligor from time to time wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,

"P&M Insurances" means those policies of insurance (if any) specified in part 7 of schedule 3 to the Debenture and any other policies of insurance which may replace those policies of insurance,

"Permitted Currencies" means the currencies detailed at clause 3(e) of the Master Facilities Agreement and **"Permitted Currency"** shall be construed accordingly,

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Security Obligor, or in which a Security Obligor has an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Real Property Insurances" means those policies of insurance (if any) specified in Schedule 5 to this Form MG01 and any other policies of insurance which may replace those policies of insurance,

"Related Rights" means, in relation to an A/R

- (a) other than rights relating to ownership of goods, any rights of the Obligor as an unpaid vendor or provider of services under the Contract of Sale giving rise to an A/R,
- (b) the benefit of all insurances,
- (c) all negotiable and non-negotiable instruments, all securities, bonds guarantees and indemnities,
- (d) the Financial Records,

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) at any time owned (legally or beneficially) by a Security Obligor, held by a nominee on its behalf or in which such Security Obligor has an interest at any time,

"Securities Rights" means

- (a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Obl-
(a)
(b)
a

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"Security Documents" means the Debenture and any security agreements for the time being securing (directly or indirectly) or creating an Security Interest over all or any of any Obligor's and/or any Security Obligor's obligations under the Finance Documents and/or all or any obligations (present or future, actual or contingent) of any Obligor and/or any Security Obligor to PNC, including the Debenture,

"Security Interest" means any mortgage, charge (whether fixed or floating), standard security, pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or

- (a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit),
- (b) any other security interest of any kind or preferring any obligation of any person, or
- (c) any other guarantee, indemnity, warranty, agreement, or arrangement having the effect of conferring security,

"Security Obligors" means

- (a) the Obligors,
 - (b) the Parent,
 - (c) Buckfast Spinning Company Limited (Company number 00483718), and
 - (c) Previculta Limited (company number 01115308),
- and **"Security Obligor"** means any one of them,

"Specified P&M" means the P&M (if any) specified in part 2 of schedule 3 to the Debenture,

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part A of Schedule 2 to this Form MG01, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Subsidiary" of a company or corporation means any company or corporation

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or
 - (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
 - (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,
- and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body,

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), and

"Trust Account" means any bank account referable to an Obligor, mandated in favour of and otherwise controlled by PNC and/or declared in trust for PNC and/or blocked and/or the subject of an automatic sweep of credit balances to any account of PNC

MG01**Particulars of a mortgage or charge****Company. Axminster Carpets, Limited****Company Number: 00324654****SCHEDULE 2****Part A - Specified Real Property**

Registered land			
Security Obligor	Address	Administrative Area	Title Number
<i>Property known as Woodmead Road</i>			
Axminster Carpets, Limited	Land at Gamberlake, Axminster, Devon, EX13 5PQ (main title)	East Devon	DN584936
Axminster Carpets, Limited	Land and Buildings at Woodmead Road, Axminster (access road)	East Devon	DN172841
<i>Property known as Cloakham Lawns</i>			
Axminster Carpets, Limited	Land on the West side of Chard Road, Axminster	East Devon	DN606119
Axminster Carpets, Limited	Land to the West of Chard Road, Cloakham Lawns, Axminster	East Devon	DN290210
<i>Property known as Lower Mills</i>			
Axminster Carpets, Limited	Land on the East side of Buckfast Road, Buckfastleigh	Devon, Teignbridge	DN232895
Axminster Carpets, Limited	Land and buildings lying to the East of Buckfast Road, Buckfast	Devon, Teignbridge	DN205592
Axminster Carpets, Limited	Land lying to the East of Buckfast Road, Buckfast	Devon, Teignbridge	DN189971
Axminster Carpets, Limited	Land on the East side of Buckfast Road, Buckfast, Buckfastleigh	Devon, Teignbridge	DN584930
Axminster Carpets, Limited	Land lying to the East of Buckfast Road, Buckfastleigh	Devon, Teignbridge	DN281216

Registered land			
Security Obligor	Address	Administrative Area	Title Number
<i>Property known as Town Mill</i>			
Axminster Carpets, Limited	Land and Buildings on the West and East sides of Bridge Street, Higher Town, Buckfastleigh	Devon, Teignbridge	DN253742
Axminster Carpets, Limited	Premises at Chapel Street, Buckfastleigh	Devon, Teignbridge	DN298746
Unregistered land			
Security Obligor	Address	Document describing the Property	
		Date	Parties
N/A			

Part B - Real Property

Registered land			
Security Obligor	Address	Administrative Area	Title Number
Axminster Carpets, Limited	Land on the East side of Woodmead Road, Axminster	East Devon	DN448910
Axminster Carpets, Limited	Land lying to the West of Dragons Mead, Axminster	East Devon	DN309235
Axminster Carpets, Limited	Allwood, King Edward Road, Axminster, EX13 5PW	East Devon	DN275249
Axminster Carpets, Limited	Shed In, Woodmead Road, Axminster	East Devon	DN275119
Axminster Carpets, Limited	Land lying to the North West of Woodmead Road, Axminster	East Devon	DN248021
Axminster Carpets, Limited	Land and Buildings lying on the West of Woodmead Road, Axminster	East Devon	DN203930
Axminster Carpets, Limited	Westways, King Edward Road, Axminster, and Garden Ground	East Devon	DN159759
Axminster Carpets, Limited	Land and Buildings on the South East side of Woodmead Road, Axminster	East Devon	DN135607

Registered land			
Security Obligor	Address	Administrative Area	Title Number
Axminster Carpets, Limited	Land lying to the North of Gamberlake, Axminster	East Devon	DN100861
Axminster Carpets, Limited	Land at Bow Bridge, Axminster	East Devon	DN398522
Axminster Carpets, Limited	8 Gamberlake, Axminster, EX13 5JZ (part owned)	East Devon	DN75217
Axminster Carpets, Limited	West House, West Street, Axminster, EX13 5PA	East Devon	DN97266
Axminster Carpets, Limited	Braemar, Musbury Road, Axminster, EX13 5JR	East Devon	DN225400
Axminster Carpets, Limited	The Alcove, King Edward Road, Axminster, EX13 5PP	East Devon	DN262382
Axminster Carpets, Limited	Valley View, Vale Lane, Axminster, EX13 5PX	East Devon	DN108509
Axminster Carpets, Limited	3 Court Cottages, West Street, Axminster, EX13 5PA	East Devon	DN412337
Axminster Carpets, Limited	Land on the East side of Chard Road, Coaxdon	East Devon	DN102180
Axminster Carpets, Limited	Land on the East side of Chard Road, Coaxdon	East Devon	DN102179
Axminster Carpets, Limited	Land and buildings on the North West side of Woodmead Road, Axminster	East Devon	DN92522
Axminster Carpets, Limited	Kilminster Quarry, Kilminster, Axminster	East Devon	DN433446
Axminster Carpets, Limited	Land to the North East of Second Avenue, Axminster	East Devon	DN259094
Axminster Carpets, Limited	Land on the South side of Weycroft Avenue, Axminster	East Devon	DN382086
Axminster Carpets, Limited	Land at Millwey Rise Industrial Estate, Axminster	East Devon	DN481283
Axminster Carpets, Limited	The Depository, Abbey Gate, Abbey Lane, Axminster, together with the side and remaining structure of the bridge lying to the South side of the land	East Devon	DN316101

MG01**Particulars of a mortgage or charge****Company: Axminster Carpets, Limited****Company Number: 00324654****SCHEDULE 3****Charged Securities**

Security Obligor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Axminster Carpets, Limited	Previculta Limited	Ordinary shares of £1 each	49,999 Ordinary shares	50,000 Ordinary shares
Axminster Carpets, Limited	Devonia Products Limited	Ordinary shares of £1 each	2 Ordinary shares	2,000 Ordinary shares

MG01**Particulars of a mortgage or charge****Company Axminster Carpets, Limited****Company Number: 00324654****SCHEDULE 3****Intellectual Property****Trademarks**

Name of Security Obligor/Proprietor	Mark	Trademark number	Classes
Axminster Carpets, Limited	2366211	EXMOOR	WO
Axminster Carpets, Limited	2366213	DARTMOOR	WO

MG01

Particulars of a mortgage or charge

Company. Axminster Carpets, Limited

Company Number: 00324654

SCHEDULE 4

Inventory Insurances

Security Obligor	Insurer	Insured risks	Policy number
Axminster Carpets, Limited	RSA	Commercial combined including Damage to Property (including stock)	RTT238421

MG01**Particulars of a mortgage or charge****Company: Axminster Carpets, Limited****Company Number. 00324654****SCHEDULE 5****Real Property Insurances**

Security Obligor	Insurer	Insured risks	Policy number
Axminster Carpets, Limited	RSA	Commercial combined including Damage to Property (including stock)	RTT238421



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 324654
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 23 DECEMBER 2011 AND CREATED BY
AXMINSTER CARPETS,LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP
TO PNC BUSINESS CREDIT A TRADING STYLE OF PNC
FINANCIAL SERVICES UK LTD (PNC) 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 13 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JANUARY
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES