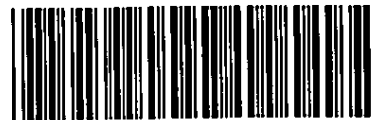


MG01

Particulars of a mortgage or charge

TUESDAY



A1L4Z6KJ

A19

06/11/2012

#145

COMPANIES HOUSE

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 a Scottish
company. To do this, please use
form MG01s

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details		For official use
Company number	<input checked="" type="checkbox"/> 0 2 8 8 1 6 6 3	9
Company name in full	Addis Housewares Limited	
		→ 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	<input checked="" type="checkbox"/> 3 1 1 0 2 0 1 2	
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 containing fixed and floating charges	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the Company to Bank of Scotland Plc ("the Bank") on any account and in any manner whatsoever ("the Secured Liabilities")	
		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

Name

Bank of Scotland plc

Address

The Mound

Edinburgh

Postcode

E H 1 1 Y Z

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

Continuation page

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

Short particulars

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>

Commission allowance or discount

8	Delivery of instrument
	<p>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)</p> <p>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)</p>

9	Signature				
	<p>Please sign the form here</p> <table border="1"> <tr> <td data-bbox="97 1821 201 1861">Signature</td> <td data-bbox="322 1821 1123 1960"> <p>Signature</p> <p>X <i>Morgan Cole</i> X</p> </td> </tr> <tr> <td></td> <td data-bbox="322 1960 1123 2038"> <p>This form must be signed by a person with an interest in the registration of the charge</p> </td> </tr> </table>	Signature	<p>Signature</p> <p>X <i>Morgan Cole</i> X</p>		<p>This form must be signed by a person with an interest in the registration of the charge</p>
Signature	<p>Signature</p> <p>X <i>Morgan Cole</i> X</p>				
	<p>This form must be signed by a person with an interest in the registration of the charge</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

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of Bank of Scotland dated 31 October 2012

Charges

Under clause 2 of the Debenture the Company charges with full title guarantee as continuing security for the payment or discharge of the Secured Liabilities -

1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

2 by way of fixed charge all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 2 1 1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

3 by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,

4 by way of fixed charge the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,

5 by way of fixed charge all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of clause 2 1 of the Debenture,

6 by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,

7 by way of fixed charge all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Debenture, whether by way of dividend, distribution, interest or otherwise,

8 by way of fixed charge all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),

9 by way of fixed charge all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),

10 by way of fixed charge all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,

11 by way of fixed charge the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2 9 of the Debenture but owned by others,

Cont

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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>Cont 2</p> <p>12 by way of fixed charge all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,</p> <p>13 by way of fixed charge all present and future book debts of the Company,</p> <p>14 by way of fixed charge all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1 2 7 or 2 1 2 8 of the Debenture or arising on fluctuating accounts with other Group Companies),</p> <p>15 by way of fixed charge the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,</p> <p>16 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p> <p>17 by way of fixed charge all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the provisions of clause 2 1 of the Debenture,</p> <p>18 by way of fixed charge all the Company's goodwill and uncalled capital for the time being,</p> <p>19 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 1 2 of the Debenture)</p> <p>The Company with full title guarantee assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Bank (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) -</p> <p>1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and</p> <p>2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture</p> <p>To the extent that any such right, title and interest as is referred to in clause 2 2 of the Debenture is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p> <p>Any mortgage, fixed charge or other fixed security created by the Company in favour of the Bank shall have priority over the floating charge created by the Debenture, except insofar as the Bank shall declare otherwise whether at or after the time of creation of such fixed security</p> <p>Cont</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	<p>Cont 3</p> <p>Conversion into fixed charge</p> <p>The Bank may at any time, by notice to the Company, immediately convert the floating charge into a fixed charge over any assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge -</p> <ol style="list-style-type: none"> 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge, 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them, 3 in respect of all Assets charged under clause 2 1 3 if and when the Company ceases to carry on business or to be a going concern, and 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company <p>The conversion into fixed charge will not apply -</p> <ol style="list-style-type: none"> 1 to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/or 2 solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000 <p>Restriction on charges and disposals</p> <p>The Company may not without the previous written consent of the Bank -□</p> <ol style="list-style-type: none"> 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Bank), 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset 	

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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

Company name

Morgan Cole LLP

Address

Bradley Court

Part Place

Post town

Cardiff

County/Region

Postcode

C F 1 0 3 D P

Country

Ref RES/421164 458

DX

33014 Cardiff

Telephone

029 2038 5451



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.



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2881663
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 OCTOBER
2012 AND CREATED BY ADDIS HOUSEWARES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 NOVEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 NOVEMBER
2012

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**