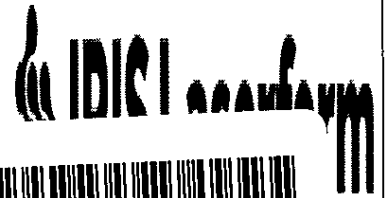


MG01

Particulars of a mortgage or charge

654080/39



A13 \*A1ZC1CD7\* 04/01/2013 #276

COMPANIES HOUSE

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**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

1

**Company details**

Company number 0 6 4 0 9 0 3 7

Company name in full Storey Evans Holdings 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 d2 d4 m1 m2 y2 y0 y1 y2

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 Debenture dated 24 December 2012 and made between, amongst others, (1) the Company and (2)  
Lloyds TSB Commercial Finance Limited (the "Lender") (the "Debenture")

**All definitions used but not defined in this form shall have the meaning set out in 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, as principal or surety  
and/or in any other capacity whatsoever, owed by any Company to the  
Secured Parties under or in connection with any of the Finance Documents  
together with all costs, charges and expenses incurred by any Secured Party  
in connection with the protection, preservation or enforcement of its  
respective rights under the Finance Documents or any other document  
evidencing or securing any such liabilities and shall include interest on the  
above from the date of demand until the date of payment in full (as well  
after as before any judgment) calculated on a daily basis at the rate  
determined in accordance with clause 10.2 (*Default Interest*) of the  
Facilities Agreement (the "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

**Continuation page**

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

Name Lloyds TSB Commercial Finance Limited

Address No 1, Brookhill Way, Banbury, Oxon

Postcode O X 1 6 3 E L

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

**1 Grant of Security****1.1 Charges**

Each Company with full title guarantee charged in favour of the Lender as continuing security for the payment and discharge of the Secured Obligations

- (a) by way of legal mortgage, the Real Property (the Real Property listed in Schedule 2 of the Debenture is not owned by the Company) and all Related Rights,
- (b) by way of fixed charge, any Real Property now or at any time after the date of the Debenture belonging to the Company (other than property charged under Clause 1.1(a) above), together with all Related Rights,
- (c) by way of fixed charge, all Related Rights in relation the Real Property charged pursuant to the Debenture,
- (d) by way of fixed charge, all P&M,
- (e) by way of fixed charge, all vehicles, computers, office and other equipment owned by the Company, both present and future 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,
- (f) by way of fixed charge, all Non Vesting Invoices and all cash in respect thereof,
- (g) by way of fixed charge all Other Invoices,

See continuation page C3.

# 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

Wragge + Co LLP

03/03/13

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 Nick Bridgman (2073553/PXF1/NEB)

Company name Wragge & Co LLP

Address 55 Colmore Row

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 A S

Country United Kingdom

DX DX 13036 Birmingham 1

Telephone 0121 685 2973



### 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	<p>(h) by way of fixed charge,</p> <p>(i) all present and future bank accounts, cash at bank and credit balances of the Company including the Trust Accounts with any bank or other person,</p> <p>(ii) all Related Rights in relation to the accounts charged pursuant to Clause 11(h)(i) above,</p> <p>(i) by way of fixed charge, other than those validly and effectively assigned under Clause 13,</p> <p>(i) all present and future Investments,</p> <p>(ii) all Investment Derivative Rights,</p> <p>(iii) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment,</p> <p>(j) by way of fixed charge, all present and future Intellectual Property,</p> <p>(k) by way of fixed charge, the goodwill of the Company,</p> <p>(l) by way of fixed charge, the uncalled capital of the Company,</p> <p>(m) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under Clause 33 of the Debenture,</p> <p>(n) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under Clause 33 of the Debenture,</p> <p>(o) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,</p> <p>(p) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future, and</p> <p>(q) by way of floating charge</p> <p>(i) all Plant and Machinery (other than P&amp;M) and other fixtures and fittings attached to any Real Property and all spare parts, replacements, modifications and additions for or to such Plant and Machinery and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Plant and Machinery, and</p> <p>(ii) the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed,</p> <p>(the "Floating Charge Property")</p> <p>12 <u>Qualifying Floating Charge</u></p> <p>Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</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 3 Security Assignment

The Company with full title guarantee assigned to the Lender as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to

- (a) the Material Contracts,
- (b) the Insurance Policies,
- (c) the Investments,
- (d) the Other Invoices, and
- (e) the Contracts of Sale

#### 2 Negative Pledge

##### 2 1 The Company shall not

- (a) create or permit to subsist any Security over any of the Charged Property other than Permitted Security,
- (b) in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Company,
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
  - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
  - (iv) enter into any other preferential arrangement having a similar effect

##### 2 2 The Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than as permitted pursuant to the Facilities Agreement



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

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

**COMPANY NO. 6409037  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED  
24 DECEMBER 2012 AND CREATED BY STOREY EVANS  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE SECURED  
PARTIES 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  
4 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2013

DX



**Companies House**



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