

MG01

026971/169



Particulars of a mortgage or charge

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

WEDNESDAY



LD3 \*L146EC19\* 07/03/2012 #59  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	07904022	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	2M Group Limited (the "Chargor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	22/02/2012	
<b>3</b>	<b>Description</b>	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	Composite Guarantee and Debenture granted by, amongst others, the Chargor in favour of the Bank (the "Debenture")	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	All present and future obligations and liabilities (including, for the avoidance of doubt, any interest rate or foreign exchange hedging liabilities), whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever, of each of the Obligors to the Bank on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents) together with all Expenses (the "Secured Obligations")	
	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 Investec Bank plc (the "Bank")

Address 2 Gresham Street, London

Postcode E C 2 V 7 Q P

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

The Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations in relation to all of the following assets whether now or in future belonging to the Chargor hereby, in each case with full title guarantee

#### 1 **FIXED CHARGE**

1 1 Fixed charges charged to the Bank by way of separate fixed charges

1 1 1 by way of legal mortgage each property specified in Schedule 2 of the Debenture which is set opposite its name,

1 1 2 by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 2 of the Debenture,

1 1 3 all its Plant and Machinery listed in Schedule 3 of the Debenture and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same,

1 1 4 all its Plant and Machinery other than that listed in Schedule 3 of the Debenture and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same,

1 1 5 all its goodwill, unpaid and/or uncalled capital,

1 1 6 all its Intellectual Property,

Please see the continuation page for further details of the security and definitions

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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 *McGrigors 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 **Chen Ikeogu**

Company name **MCGRIGORS LLP**

Address **5 Old Bailey**

Post town **London**

Country/Region

Postcode **E C 4 M 7 B A**

Country

DX **DX 227 LONDON CHANCERY LANE**

Telephone **020 7054 2500**

### 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 mortgage 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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 1 7 all its Securities,</p> <p>1 1 8 all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Chargor's Group,</p> <p>1 1 9 all amounts realised by an administrator or liquidator of the Chargor upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,</p> <p>1 1 10 all its documents of title which at any time and for any purpose have been or may be deposited with the Bank and the property mentioned in such documents,</p> <p>1 1 11 all of its Non-Vesting Receivables to the extent not effectively assigned by way of security under Clause 3 1(c) (<i>Assignment by way of Security</i>) of the Debenture,</p> <p>1 1 12 all Associated Rights pertaining to its Non-Vesting Receivables,</p> <p>1 1 13 all of its Other Receivables,</p> <p>1 1 14 all Associated Rights pertaining to its Other Receivables,</p> <p>1 1 15 all monies in the accounts specified in Clause 4 2(a) (<i>Getting in Other Receivables</i>) of the Debenture and in any other account in the name of the Chargor under the control of or operated in accordance with the directions of the Bank</p> <p>2 <b><u>FLOATING CHARGE</u></b></p> <p>2 1 Floating charge charged to the Bank by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 3 1(c) (<i>Assignment by way of Security</i>) of the Debenture),</p> <p>3 <b><u>ASSIGNMENTS BY WAY OF SECURITY</u></b></p> <p>3 1 Assignments by way of security assigned and agreed to assign by way of security to the Bank all its rights, title and interest in and to</p> <p>3 1 1 the benefits arising under the Insurances,</p> <p>3 1 2 the Non-Vesting Receivables, and</p> <p>3 1 3 any contracts relating to or benefitting any of the Charged Assets</p> <p>4 <b><u>FURTHER ASSURANCE</u></b></p> <p>4 1 At the Bank's request, the Chargor will, at its own expense, immediately sign, seal, execute, deliver and perfect all deeds, debentures and instruments including, without limitation, standard securities, assignments and any other documents needed in relation to assets in Scotland and any other jurisdiction and do all such other acts and things as the Bank or any Administrator or Receiver (as the case may be) appointed under the</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

Debenture may require in order to perfect, protect or enforce this security in respect of the Chargor or to facilitate the realisation of any of the Charged Assets or to use the powers given to each of them in the Debenture or to enforce the obligations of the Chargor and/or the rights of the Bank under the Debenture and it will take such steps as the Bank shall specify to make such registrations and give such notifications as the Bank may consider appropriate (or which may be specified by applicable law) in relation to the Debenture and the Chargor authorised the Bank to effect the same if the Bank so chooses

#### Definitions

**Administrator:** an administrator appointed under the Deed

**Associated Rights.** in relation to any Chargor which is a Borrower, all Returned Goods and all proceeds of sale thereof and in relation to any Receivable or Returned Goods, all of the following

- (a) all of the Chargor's rights by law as an unpaid vendor or under the Contract of Sale (but without any obligation on the Bank to complete or perform the Contract of Sale) including, without limitation, the Chargor's rights to receive or be paid interest on any unpaid Receivable, whether such interest is statutory interest or arises under any express or implied contractual term,
- (b) all evidence of the Contract of Sale, its performance or any disputes arising,
- (c) all documents of title to Goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar documents,
- (d) the benefit of all Insurances and all rights and powers under insurance policies,
- (e) all Remittances, securities, Encumbrances, bonds, guarantees and indemnities, and
- (f) all accounting records relating to the Receivable

**Borrower:** each person, other than the Bank, which is a party to the Facility Agreement as a Borrower

**Charged Assets:** in relation to the Chargor, all of its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same

**Chargor.** 2M Group Limited, 2M Holdings Limited, Banner Chemicals Holdings Limited, Banner Chemicals Limited, 2M London Limited, MP Storage & Blending Limited, Prism Chemicals Limited, Samuel Banner & Co Limited, Surfachem Holdings Limited, Surfachem Group Limited, Filrite Limited, Samplerite Limited and Surfachem Limited

**Common Terms and Definitions:** the common terms set out in the document entitled or otherwise referred to as the Common Terms

**Contract of Sale.** a contract in any form, including a purchase order, between a Borrower and a Debtor for the sale or hire of Goods or the provision of services or work done

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## Particulars of a mortgage or charge

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**Debtor.** a person who incurs or may incur any indebtedness under a present or future Contract of Sale

**Expenses:** any of the following

- (a) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Bank or any Administrator or Receiver, as the case may be, (in each case on a full indemnity basis)
  - (i) in relation to the Charged Assets,
  - (ii) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents,
  - (iii) in procuring the payment, performance or discharge of the Secured Obligations, or
  - (iv) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto), and
- (b) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Bank or any Administrator or Receiver (as the case may be) paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents

**Facility Agreement:** the agreement entered into between the Bank (as lender) and Samuel Banner & Co Limited and Surfachem Limited (each as borrowers) which is entitled or otherwise referred to as the "Facility Agreement" and which incorporates the Common Terms and Definitions and, as appropriate, the Receivables Finance Terms and the Loan Terms

**Financing Documents** the following documents

- (a) the Facility Agreement,
- (b) the Common Terms and Definitions,
- (c) the Receivables Finance Terms,
- (d) the Loan Terms,
- (e) the Debenture,
- (f) the Hedging Documents,
- (g) any assignment by way of security,

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Short particulars

- (h) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by any Obligor in favour of the Bank,
- (i) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to the Bank in respect of the Secured Obligations, and
- (j) any agreement, instrument, notice or certificate delivered or entered into in connection with any of the above

**Goods** any merchandise, or where the context admits, any services, in each case the subject of a Contract of Sale

**Group:** in relation to any company, that company, each of its holding companies (as defined in Section 1159 of the Companies Act 2006) and all their Subsidiaries (and member of the Group will be construed accordingly)

**Hedging Documents:** the 2002 ISDA Master Agreement, together with the Schedule and any confirmation in relation thereto made between 2M Holdings Limited (or any other Obligor) and the Bank (in its capacity as hedging provider)

**Insurances:** in relation to the Chargor, the policies of insurance in which it is interested details of which are set out in Schedule 5 of the Debenture, and any other policies of insurance in which such Chargor may now or hereafter have an interest and "Insurance" shall mean each one of the Insurances

**Intellectual Property:** in relation to the Chargor, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting

**Loan Terms:** the loan terms set out in the document entitled or otherwise referred to as the Loan Terms

**Non-Vesting Receivable:** in relation to a Chargor which is a Borrower, any Receivable which either fails to vest absolutely or effectively in the Bank under the Facility Agreement for any reason, including where the assignment of that Receivable to the Bank is void or voidable (whether as between the Bank and such Chargor or as between the Bank and any third party)

**Obligor.** each Chargor, each Borrower and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of any such Chargor, Borrower or other such person to the Bank

**Other Receivables** in relation to the Chargor

- (a) all present and future book and other Receivables due or owing to the Chargor,



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

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Short particulars

the proceeds of the same and all other moneys due and owing to the Chargor or which may become due and owing to it in the future,

- (b) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Chargor with any bank, financial institution or other person and the Receivables represented thereby,
- (c) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution, and
- (d) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the Receivables, proceeds, moneys or sums referred to in any of paragraphs (a), (b) or (c) above,

but excluding, in the case of a Chargor whilst it is a Borrower

- (a) Non-Vesting Receivables, and
- (b) any Receivables whilst they remain vested in, or held on trust for, the Bank under the Facility Agreement

**Plant and Machinery.** in relation to the Chargor, all now owned and hereafter acquired plant, machinery and other equipment (including the plant and machinery specified in Schedule 3 of the Debenture) and other tangible personal property (except Inventory) wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto

**Real Property:** in relation to the Chargor, all freehold and leasehold properties and other real property both present and future (including the property or properties specified in Schedule 2 of the Debenture and set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein

**Receivable.** any obligation (present, future or contingent) of a Debtor to make payment under a Contract of Sale, including

- (a) the future right to recover sums due following the determination, assessment or agreement of the amount of the obligation,
- (b) VAT, and
- (c) all duties and charges,

and, where the context allows, a part of such obligation

**Receivables Finance Terms.** the receivables finance terms set out in the document entitled or otherwise referred to as the Receivables Finance Terms

**Receiver** a receiver appointed under the Debenture

**Remittances** in relation to any Chargor which is a Borrower, all cash, cheques, bills of exchange,

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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

negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS payments, CHAPS payments and any other form or instrument of payment received by the Bank, the Chargor or its agents towards discharge of a Receivable

**Returned Goods:** in relation to any Chargor which is a Borrower, any Goods relating to or purporting to comply with a Contract of Sale which any Debtor will for any reason

(a) reject or give notice of rejection, or

(b) return or attempt to or wish to return to such Chargor or the Bank,

or which such Chargor or the Bank recovers from a Debtor

**Securities.** in relation to the Chargor, all its stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise (including those details which appear in Schedule 4 of the Debenture) and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof



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

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

**COMPANY NO. 7904022  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 22 FEBRUARY 2012 AND CREATED BY 2M  
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OF THE OBLIGORS TO INVESTEC  
BANK PLC 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  
7 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2012

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES