

MG01

Particulars of a mortgage or charge



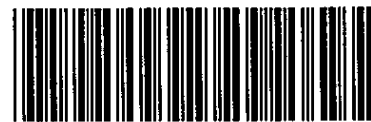
**A fee is payable with this form**

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 on a  
Scottish company. If you are a  
Scottish company, please use MG01s

SATURDAY



\*AT9X1YS0\*

A17 29/10/2011 401

COMPANIES HOUSE

A09 20/10/2011 48

COMPANIES HOUSE

1

**Company details**

Company number 0 0 0 4 6 8 8 3

Company name in full H Bronnley & Co Limited (the "Chargor")

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 1 7 1 0 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 Debenture between the Chargor and HSBC Bank plc (the "Debenture")

4

**Amount secured**

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

Amount secured 4 All present and future liabilities and obligations of the Chargor  
to the Lender (whether actual or contingent and whether owed  
jointly or severally or in any other capacity whatsoever and  
whether or not the Lender was the original creditor in respect  
thereof) including without limitation interest, commission,  
costs, charges and expenses charged by the Lender at rates  
agreed between it and the Chargor, or in the absence of  
express agreement, in accordance with the Lender's normal  
practice for the time being (the "Secured Liabilities")

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

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### 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

HSBC Bank plc (the "Lender")

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

**Continuation page**


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

Short particulars

Please see attached Continuation Pages

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### Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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 None	
<b>8</b>	<b>Delivery of instrument</b>  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 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature <div></div>  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 Carl Allen

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

County

DX 157620 Broadgate 3

Telephone 020 7418 8257



### 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 the 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  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- |     |  |
|-----|--|
| 1   | <p><b>CHARGES</b></p>  |
| 1 1 | <p><b>Mortgages and Fixed Charges</b></p> <p>As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged to the Lender all its right, title and interest from time to time in each of the following assets -</p> <p>1 1 1 by way of first legal mortgage all Land which is described in Schedule 1 (if any) of the Debenture and all other Land now vested in the Chargor,</p> <p>1 1 2 by way of first fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by Clause 1 1 1 of the Debenture) and all Land acquired by the Chargor after the date of the Debenture,</p> <p>1 1 3 by way of first fixed charge -</p> <ul style="list-style-type: none"> <li>(a) the Securities,</li> <li>(b) the Intellectual Property,</li> <li>(c) the Monetary Claims,</li> <li>(d) the Fixed Plant and Equipment,</li> <li>(e) the Loose Plant and Equipment,</li> <li>(f) the Accounts,</li> <li>(g) the Insurances,</li> <li>(h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and</li> <li>(i) its present and future goodwill and uncalled capital</li> </ul> |
| 1 2 | <p><b>Floating Charge</b></p> <p>As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged by way of first floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland</p>  |

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#### 1 3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Lender

#### 1 4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture

#### 2 RESTRICTION ON DEALING

##### 2 1 Negative Pledge

The Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Finance Documents

##### 2 2 Disposals

The Chargor has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until -

2 2 1 the floating charge created by Clause 1 2 (*Floating Charge*) of the Debenture is converted into a fixed charge, or

2 2 2 the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with, in accordance with the Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

#### Definitions -

"Account" means any account opened or maintained by the Chargor at any bank or financial institution,

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to the Debenture,

"Enforcement Action" means -

(a) the acceleration of any Secured Liabilities or any declaration that any Secured

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Liabilities are prematurely due and payable or payable on demand,

(b) the taking of any steps to enforce or require the enforcement of the Debenture (including the crystallisation of any floating charge),

(c) the making of any demand against the Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities,

(d) the exercise of any right of set-off against the Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Chargor's clearing bank,

(e) the suing for, commencing or joining of any legal or arbitration proceedings against the Chargor to recover any Secured Liabilities, or

(f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Chargor,

**"Enforcement Date"** means the date on which the Lender first takes Enforcement Action,

**"Finance Documents"** means the composite guarantee dated 4 September 2007 between the Lender, Chargor and Pitco Limited, the collective sterling net overdraft and other facilities letter dated 12 February 2010 (as amended or varied from time to time) between the Lender, Chargor and Pitco Limited and any other agreements or documents ancillary to any of them or entered into pursuant to them,

**"Fixed Plant and Equipment"** means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

**"Fixtures"** means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures,

**"Insurances"** means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy,

**"Intellectual Property"** means any of the following in which the Chargor has an interest -

(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,

(b) any invention, copyright, design right or performance right,

(c) any trade secrets, know-how and confidential information, and

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(d) the benefit of any agreement or licence for the use of any such right,

**"Land"** means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland,

**"Loose Plant and Equipment"** means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment,

**"Monetary Claims"** means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,

**"Related Rights"** means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property,

**"Securities"** means all the right, title and interest of a Chargor, now or in the future, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme,

**"Security"** means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



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

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

**COMPANY NO. 46883  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 OCTOBER  
2011 AND CREATED BY H.BRONNLEY & CO.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 29 OCTOBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 NOVEMBER  
2011

04



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES