

MG01

Particulars of a mortgage or charge

114644/13



**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 re-  
register particulars of a charge for a S  
company. To do this, please use  
form MG01s

SATURDAY



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24/12/2011

#293

COMPANIES HOUSE

1

**Company details**

Company number 0 0 0 5 8 4 4 7

Company name in full BURT BOULTON HOLDINGS 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 d1 d9 m1 m2 y2 y0 y1 y1

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 Security Agreement between Burt Boulton Holdings Limited and Thomas Roberts Pension Fund  
Trustees Limited (Registered number 00818437) as trustee of the Thomas Roberts Group Pension  
Fund (the "Trustee") (the "Charge")

4

**Amount secured**

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

Amount secured All of the present and future obligations and liabilities (whether  
actual or contingent and whether owed jointly or severally and in  
any capacity whatsoever) of the Chargor under or pursuant to the (i)  
105% Guarantee and (ii) Schedule of Contributions Conditional  
Guarantee (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

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

Name Thomas Roberts Pension Fund Trustees Limited

Address 5-6 The Square, Winchester, Hampshire

Postcode S O 2 3 9 W E

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 Pursuant to the Charge, the Chargor charged to the Trustee

1 1 by way of a first legal mortgage Burt's Wharf, Belvedere, Kent as registered at the Land Registry under title number SGL104827 (and described in that title as "Land and buildings on the West side of Crabtree Manorway and on the East side of Piccardy Manorway, Erith")

1 2 by way of first floating charge all claims under and all proceeds of all policies of insurance in respect of the Security Assets which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest, and

1 3 to the extent that the Rental Income is not effectively assigned under the Charge, by way of first floating charge, all Rental Income

2 Pursuant to the Charge, all security created under the Charge is created over present and future assets of the Chargor

3 The security created pursuant to the Charge is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

4 Pursuant to the Charge, the Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of all Rental Income

5 Pursuant to the Charge, to the extent that a floating charge is created pursuant to paragraphs 1 2 and 1 3 above, on the occurrence of an Event of Default it will automatically be converted with immediate effect into a fixed charge as regards (i) the proceeds of all policies of insurance in respect of the Security Assets, and (ii) the Rental Income

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### 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

None

### 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 *Travers Smith UK* 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 **Christopher Glennie**

Company name **Travers Smith LLP**

Address **10 Snow Hill**

Post town **London**

County/Region

Postcode **E C 1 A 2 A L**

Country

DX **1111079 Chancery Lane, London**

Telephone **020 7295 3000**



### 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)**

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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

- 6 A reference in paragraph 1.1 to a mortgage or charge of any freehold, leasehold or other immovable property includes
- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants
- 7 Pursuant to the Charge, all moneys received or receivable under any insurance in respect of the Insured Property Assets must be applied
- (a) in replacing, restoring or reinstating the Insured Property Assets destroyed or damaged or in any other manner which the Trustee may agree (such agreement not to be unreasonably withheld or delayed), or
  - (b) after an Event of Default has occurred, if the Trustee so directs and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Liabilities
- 8 The Chargor must not
- (a) create or permit to subsist any Security Interest on any Security Asset (other than the security created by the Charge), or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset (other than (i) the grant of a Permitted Occupational Lease, (ii) at any time when no Event of Default has occurred, the use of the proceeds of the Rental Income in the ordinary course of the Chargor's business (which for the avoidance of doubt would not include any assignment of the right to receive such income to a third party) and (iii) as otherwise permitted under the terms of the Charge)

#### Definitions

"105% Guarantee" means the guarantee that the Chargor granted to the Trustee dated on or around the date of the Charge which guarantees all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Company to make payments to the Scheme up to a maximum amount equal to the lowest non-negative amount which, when added to the assets of the Scheme, would result in the Scheme being at least 105 per cent funded on the date on which any liability under the 105% Guarantee arises, calculated on the basis set out in section 179 of the Pensions Act 2004, were a valuation to be conducted as at that date

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"Company" means Thomas Roberts Westminster Limited

"Event of Default" means each of the events set out in this paragraph

**1 Breach of Covenant to Pay**

The Chargor does not comply with its obligations to pay or discharge the Secured Liabilities when due unless the non-compliance

- (a) is capable of remedy, and
- (b) is remedied within fourteen days of the earlier of the Trustee giving notice and the Chargor becoming aware of the non-compliance

**2 Misrepresentation**

A representation made or repeated by the Chargor in the Charge is incorrect in any material respect or misleading in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation

- (a) are capable of remedy; and
- (b) are remedied within fourteen days of the earlier of the Trustee giving notice and the Chargor becoming aware of the circumstances giving rise to the misrepresentation

**3 Insolvency**

An Insolvency Event (other than, for the avoidance of doubt, any scheme of arrangement or winding-up which is carried out on a solvent basis, or for the purpose of a solvent amalgamation or solvent reconstruction) occurs in respect of the Chargor

**4 Insolvency proceedings**

- (a) Except as provided below, any of the following occurs in respect of the Chargor
  - (1) any step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors,
  - (11) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents

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with a court or any registrar for, its winding-up, administration or dissolution or any such resolution is passed;

(iii) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise),

(iv) any Security Interest is enforced over any of its assets,

(v) an order for its winding-up, administration or dissolution is made,

(vi) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets,

(vii) its shareholders, directors or other officers request the appointment of, or give notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer, or

(viii) any other analogous step or procedure is taken in any jurisdiction

(b) Paragraph (a) above does not apply to a petition for winding-up presented by a creditor which is being contested in good faith and with due diligence and is discharged or struck out within 14 days of being presented

#### 5 Creditors' process

Any attachment, sequestration, distress, execution or analogous event affects any assets of the Chargor, and is not discharged within fourteen days of being presented

#### 6 Cessation of business

The Chargor ceases, or threatens to cease, to carry on business

#### 7. Effectiveness of the Charge

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- (a) It is or becomes unlawful for the Chargor to perform any of its obligations under the Charge
- (b) The Charge is not effective in accordance with its terms or is alleged by the Chargor to be ineffective in accordance with its terms for any reason
- (c) The Chargor repudiates the Charge or evidences an intention to repudiate the Charge

"Excluded Tenancy" means an Occupational Lease

- (a) which contains an agreement between the landlord and the tenant excluding the operation of sections 24 to 28 of the Landlord and Tenant Act 1954 in relation to it and in respect of which the landlord and the tenant have taken all steps required under Part II of the Landlord and Tenant Act 1954 and The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 before the grant of the tenancy or, if earlier, the exchange of any contract to grant the tenancy, to ensure that such agreement is not void, or
- (b) to which the provisions of Part II of the Landlord and Tenant Act 1954 do not apply

"Insolvency Event" means

- (a) an 'insolvency event' as defined in section 121 of the Pensions Act 2004 or regulations made from time to time thereunder, or
- (b) the receipt by the Pension Protection Fund of an application or notification from the Trustee or the Pensions Regulator that an employer is unlikely to continue as a going concern, which is purported to be made in accordance with section 129 of the Pensions Act 2004 or regulations made from time to time thereunder

"Insured Property Assets" means all buildings and erections included in the definition of Mortgaged Property (the "Premises") and all the Chargor's other assets of an insurable nature in the Premises

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Assets

"Occupational Lease" means a lease or licence or other right of occupation or right to receive rent to which the Mortgaged Property may at any time be subject and pursuant to which the Chargor is a lessor or a grantor



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"Permitted Occupational Lease" means any Occupational Lease under which the rent is to be paid in full solely to the Chargor and which is either

- (a) an Excluded Tenancy on arm's length open market terms for a period of 21 years or less, or
- (b) one to which the Trustee have given their consent (such consent not to be unreasonably withheld or delayed)

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection the letting of any part of the Mortgaged Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any lease, and
- (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor

"Schedule of Contributions" means the schedule of contributions dated 19 December 2011 and set out in Schedule 3 of the Schedule of Contributions Conditional Guarantee or any replacement schedule of contributions agreed in writing by the Trustee, the Chargor and the Company

"Schedule of Contributions Conditional Guarantee" means the guarantee that

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the Chargor granted to the Trustee on or around the date of the Charge in respect of all amounts due under the Schedule of Contributions

"Scheme" means the Thomas Roberts Group Pension Fund

"Security Assets" means all assets of the Chargor the subject of any Security Interest created by the Charge

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect



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

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

**COMPANY NO. 58447  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 19  
DECEMBER 2011 AND CREATED BY BURT BOULTON  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY 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 24 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES