

# MG01

## Particulars of a mortgage or charge

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**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

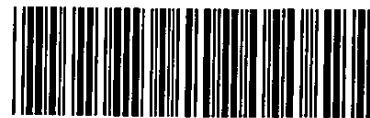
**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

**What this form is for**

You cannot use this form to register  
particulars of a mortgage or charge  
in Scotland or the Republic of Ireland  
To do this you must use form MG01s

FRIDAY



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06/07/2012

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COMPANIES HOUSE

1, please  
at  
e gov uk

<b>1</b>	<b>Company details</b>	114	For official use
Company number	00316788	<b>→ Filing 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	BRETT AGGREGATES LIMITED		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	28/06/2012		
<b>3</b>	<b>Description</b>		
Description	DEBENTURE		
<b>4</b>	<b>Amount secured</b>		
Amount secured	Please give us details of the amount secured by the mortgage or charge  Brett Aggregates Limited (the "Chargor") will pay to RBS Invoice Finance Limited ("RBSIF") on demand all its Obligations when the same are due and payable The Chargor's "Obligations" are all the Chargor's liabilities to RBSIF (present, future, actual or contingent and whether incurred alone or jointly with another)	<b>Continuation page</b> 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	
Name	RBS Invoice Finance Limited
Address	Smith House, Elmwood Avenue, Feltham, Middlesex
Postcode	T W 1 3 7 Q D
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	
Short particulars	<p>The Chargor, as continuing security for its Obligations and with full title guarantee, gives to RBSIF</p> <p>A fixed charge over the following property of the Chargor, owned now or in the future</p> <p>(1) all Land vested in or charged to the Chargor, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land References to "Land" are to any interest in heritable, freehold or leasehold land</p> <p>(2) all plant and machinery, including any associated warranties and maintenance contracts</p> <p>(3) all the goodwill of the Chargor's business</p> <p>(4) any uncalled capital</p> <p>(5) all stock, shares and other securities held by the Chargor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities A "Subsidiary" is an entity controlled, directly or indirectly, by the Chargor or by a Subsidiary of the Chargor "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others</p> <p>(6) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights</p> <p>(7) the benefit of any hedging arrangements, futures transactions or treasury instruments</p> <p>(8) all Fixed Charge Debts and their Related Rights "Fixed Charge Debts" means all Debts which fall to vest in RBSIF under any Debt Purchase Agreement "Related Rights" and "Debts" have the meaning given to them under any Debt Purchase Agreement "Debt Purchase Agreement" means any debt purchase facility entered into between the Chargor and RBSIF</p> <p>A floating charge over all the other property, assets and rights of the Chargor owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by RBSIF</p> <p>Note 1 The Debenture contains covenants by the Chargor that the Chargor will not without RBSIF's consent -</p> <p>(a) permit or create any mortgage, standard security, charge or lien on the Property References to "Property" include any part of it,</p> <p>(b) dispose of the Property of the Chargor charged by way of fixed charge,</p> <p>(c) dispose of the property, other than in the ordinary course of business, charged by way of floating charge,</p> <p>(d) call on, or accept payment of, any uncalled capital,</p> <p>(e) grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub letting,</p> <p>(f) dispose of, part with or share possession or occupation of any of its Land</p> <p>Note 2 The Debenture gives RBSIF power to appoint an Administrator</p> <p>Note 3 On request, the Chargor will execute any deed or document, or take any other action required by RBSIF, to perfect or enhance RBSIF's security under this deed</p> <p>Note 4 To give effect to this deed and secure the exercise of any of its powers, the Chargor irrevocably appoints RBSIF, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings</p>

**Continuation page**

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

# 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

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

JONES DAN

Duly Authorised Official

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 Luke Johnson

Company name Jones Day

Address 21 Tudor Street

Post town London

County/Region

Postcode E C 4 Y 0 D J

Country England

DX

Telephone 02070395959

### ✓ 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

### i 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)



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

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

**COMPANY NO. 316788  
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 JUNE 2012  
AND CREATED BY BRETT AGGREGATES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO RBS INVOICE FINANCE LIMITED ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 6  
JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JULY 2012

2



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES