

MG01

Particulars of a mortgage or charge

2816 47/105



**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 company. To do this, use form MG01s

THURSDAY



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20/12/2012

#124

COMPANIES HOUSE

For official use

1

**Company details**

Company number 0 0 3 2 4 6 5 4

Company name in full AXMINSTER CARPETS, LIMITED

(the Company)

23

**→ Filing 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 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

Guarantee and Debenture dated 14 December 2012 granted by the Company (1), Devonia Products Limited (2), Buckfast Spinning Company Limited (3), Previculta Limited (4) and Axminster Carpets Holdings Limited (5) (together, the **Security Obligors**) in favour of Filefigure 30 Limited (**Lender**)

4

**Amount secured**

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

Amount secured

All present and future monies, obligations and liabilities owed by the Company or any other Security Obligor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever (and whether originally owed to the Lender or purchased or otherwise acquired by the Lender) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (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 FILEFIGURE 30 LIMITED

Address 7 River Court, Brighthouse Business Village, Brighthouse Road,  
Middlesbrough, Cleveland

Postcode T S 2 1 R T

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 the attached continuation sheet)

# 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 *Barb Leaver* X  
*(for and on behalf of TeleType 30 Limited)*

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 Joanne Rumley

Company name Bond Pearce LLP

Address 3 Temple Quay

Temple Back East

Post town Bristol

County/Region

Postcode B S 1 6 D Z

Country UK

DX DX 200561 Bristol Temple Meads

Telephone 0845 415 0000



### 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

- 1 Under the Debenture, the Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities
- 1 1 charges to the Lender, by way of first legal mortgage, all the Properties owned by the Company as specified in Schedule 1 of the Debenture,
- 1 2 charges to the Lender, by way of first fixed charge
  - (a) all Properties acquired by the Company in the future,
  - (b) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of clause 6 of the Debenture in, or over, freehold or leasehold property,
  - (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
  - (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them,
  - (e) all its present and future goodwill and uncalled capital,
  - (f) all the Equipment,
  - (g) all the Intellectual Property,
  - (h) all the Book Debts,
  - (i) all the Investments, and
  - (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)
- 1 3 assigns to the Lender absolutely and with full title guarantee by way of security (but subject to redemption upon payment of all moneys and the discharge of all obligations and liabilities covenanted to be paid or otherwise secured pursuant to the Debenture)
  - (a) all its rights in each Insurance Policy,
  - (b) all its rights, titles, benefits and interests present and future whether proprietary, contractual or otherwise under or arising out of or evidenced by the Assigned Document as from time to time varied, extended or replaced to the extent that such rights arise from or as a result of or are exercisable following the termination of such documents including but not limited to all claims for damages or other remedies in respect of any breach thereof,
  - (c) all book and other debts, revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to the Company under or by virtue of the Assigned Document to the extent that such debts, revenues or claims arise from or as a result of or are payable following the termination of the Assigned Document (including all claims against insurers)
- 1 4 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 6 1 1 to 6 1 3 inclusive of the Debenture,
- 2 The floating charge created by clause 6 1 4 of the Debenture shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if
  - 2 1 the Company
    - (a) creates, or attempts to create, without the prior written consent of the Lender, an Encumbrance or a trust in favour of another person on all or any part of the Charged Property, or
    - (b) disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars

it remains uncrystallised),

2 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge,

2 3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property, or

2 4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company

#### 3 Conversion of floating charge by notice

The Lender may, in its sole discretion, at any time and by written notice to a Security Obligor, convert the floating charge created under the Debenture in respect of the Company into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice

#### 4 Assets acquired after any floating charge crystallisation

Any asset acquired by the Company after any crystallisation of the floating charge created under the Debenture in respect of the Company which, but for that crystallisation, would be subject to a floating charge under the Debenture, shall (unless the Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge

#### 5 Negative pledge and disposal restrictions

Under the Debenture, the Company agrees that it shall not any time, except with the prior written consent of the Lender

5 1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by this Debenture in place as at the date hereof,

5 2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge), or

5 3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

#### Definitions

The capitalised terms used in this Form have the following meanings

##### Administrator

an administrator appointed to manage the affairs, business and property of the Company pursuant to paragraph 15 of Schedule 5

##### Assigned Document

the master facilities agreement between inter alios, PNC Business Credit and Axminster Carpets Limited on or around 23 December 2011

# MG01 - continuation page

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#### Short particulars

<b>Book Debts</b>	in relation to the Company, all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them
<b>Charged Property</b>	in relation to the Company all the assets, property and undertaking for the time being, subject to the security interests created under the Debenture (and references to the Charged Property shall include references to any part of it)
<b>Designated Account</b>	in relation to the Company, any account nominated by the Lender as a designated account for the purposes of the Debenture
<b>Encumbrance</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect
<b>Equipment</b>	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions
<b>Insurance Policies</b>	in respect of the Company, all the contracts and policies of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment)
<b>Intellectual Property</b>	in respect of the Company, the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights
<b>Investments</b>	in respect of the Company, all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time
<b>Properties</b>	in respect of the Company, all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (including (but not limited to) the properties specified in Schedule 1 of the Debenture) and <b>Property</b> means any of them
<b>Receiver</b>	a receiver, manager or receiver and manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 5 of the Debenture

MG01 - continuation page  
Particulars of a mortgage or charge

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Short particulars





DX

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

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

**COMPANY NO. 324654  
CHARGE NO. 23**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 14 DECEMBER 2012 AND CREATED BY AXMINSTER  
CARPETS,LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY OR ANY OTHER  
SECURITY OBLIGOR TO FILEFIGURE 30 LIMITED ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 20  
DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER  
2012



**Companies House**



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