

MG01

Particulars of a mortgage or charge

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IRIS
LASERFORM

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
particulars of a charge for a
company. To do this, please
use form MG01s

THURSDAY



A26

ANPZIIIS

01/04/2010

336

COMPANIES HOUSE

1

Company details

Company number

3 4 7 6 4 1

Company name in full

Alstons (Cabinets) Limited (the "Chargor")

3

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

2 5 0 3 2 0 1 0

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

A debenture (the "**Debenture**") dated 25 March 2010 between (1) the Chargor
and (2) Alstons (Upholstery) Limited (the "**Chargee**")

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 Chargor to the Chargee,
whether actual or contingent and whether owed
jointly or severally, as principal or surety and/or
in any other capacity (including, without
limitation, those arising under the Loan Agreement
and this debenture), together with all interest
(including, without limitation, default interest)
accruing in respect of such monies or liabilities

Continuation page

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

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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 Alstons (Upholstery) Limited (Co no 491171)

Address Albro Works, Nacton Road, Ipswich, Suffolk

Postcode I P 3 9 Q L

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

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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 866)

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 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

K. B. Sanders

X

This form must be signed by a person with an interest in the registration of the charge

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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

Company name

Birketts LLP

Address 24 - 26 Museum Street

Post town Ipswich

County/Region Suffolk

Postcode

I P 1 1 H Z

Country UK

DX 3206 Ipswich

Telephone 01473 232300



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,
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 or email 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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 1 Charging Clause

As continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee:

3.1.1 charges to the Chargee, by way of first legal mortgage, all the Properties listed in Schedule 2 of the debenture,

3 1.2 charges to the Chargee, by way of first fixed charge

3.1 2.1 all Properties acquired by the Chargor in the future;

3.1 2 2 all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this clause 1 in, or over, freehold or leasehold property,

3.1.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

3.1 2 4 all licences, consents and authorizations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Charged Property, and all rights in connection with them;

3.1.2.5 all present and future goodwill and uncalled capital for the time being of the Chargor,

3.1 2 6 all the Equipment,

3.1 2 7 all the Intellectual Property,

3.1 2 8 all the Book Debts,

3 1 2 9 all the Investments, and

3.1 2 10 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)

3.1 3 assigns to the Chargee, by way of a first fixed mortgage, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurance relating to the Properties or the Equipment),

3.1 4 assigns to the Chargee, by way of first fixed charge, to the extent the same are assignable the benefit of the Assigned Agreements and the benefit of any guarantee or security for the performance of the Assigned Agreements; and

3 1 5 charges to the Chargee, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 1 1.1 to clause 1.1 4 inclusive

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 2 Leasehold security restrictions</p> <p>The charges created by clause 1 1 above shall not apply to Excluded Property so long as any relevant consent or waiver of prohibition has not been obtained, but</p> <p>3.2 1 for each Excluded Property, the Chargor undertakes to:</p> <p>3 2 1 1 apply for the relevant consent or waiver of prohibition or conditions within [five] Business Days of the date of this debenture and, to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;</p> <p>3 2 1 2 keep the Chargee informed of its progress in obtaining such consent or waiver, and</p> <p>3 2 1 3 immediately on receipt of such consent or waiver, provide the Chargee with a copy</p> <p>3 2 2 Immediately on receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Chargee under clause 3 1 If required by the Chargee at any time following receipt of that waiver or consent, the Chargor shall execute a valid fixed charge in such form as the Chargee requires</p> <p>3 3 Automatic conversion of floating charge</p> <p>The floating charge created by clause 3 1 5 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if</p> <p>3.3.1 the Chargor</p> <p>3.3.1 1 creates, creates, or attempts to create, on all or any part of the Charged Property an Encumbrance without the prior written consent of the Chargee or any trust in favour of another person, or</p> <p>3 3.1 2 disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or</p> <p>3.3 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or</p> <p>3 3 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</p> <p>3.3.4 the Chargee receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the</p>	

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Short particulars

Chargor.

3 4 Conversion of floating charge by notice

The Chargee may, in its sole discretion, at any time and by written notice to the Chargor, convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Chargee in that notice.

3 5 Assets acquired after any floating charge crystallisation

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Chargee confirms in writing to the contrary) be charged to the Chargee by way of first fixed charge

Definitions

"Assigned Agreements" means all contracts and other agreements which the Chargor has with third parties including (without limitation) the agreements referred to in Schedule 1 of the Debenture, the rights under which are assigned pursuant to clause 3.1.4

"Book Debts" means all present and future book and other debts and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them

"Business Days" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market

"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it)

"Designated Account" means any account nominated by the Chargee as a designated account for the purposes of the Debenture.

"Equipment" means 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 Chargor, including any part of it and all spare parts, replacements, modifications and additions

"Excluded Property" means any leasehold property held by the Chargor under a lease which precludes, either absolutely or conditionally (including requiring the consent of any third party), the Chargor from creating any charge over its leasehold interest in that property

"Intellectual Property" means the Chargor's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and

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Short particulars

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

"Investments" means 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 Chargor, including all rights accruing or incidental to those investments from time to time

"Properties" means 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 Chargor, or in which the Chargor holds an interest (including (but not limited to) the properties which are briefly described in Schedule 2 of the Debenture) and "Property" means any of them



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 347641
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 MARCH
2010 AND CREATED BY ALSTONS (CABINETS) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ALSTONS (UPHOLSTERY) LIMITED 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 1 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2010

Dt
J.S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES