

MG01

108329/120.

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

You cannot use this form
particulars of a charge of
company. To do this, pl
form MG01s

FRIDAY



A07

A25OBJ0H

05/04/2013

#30F

1

Company details

Company number

1 2 1 1 0 5 0

Company name in full

Triton Plc (the "Company")

For official use



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

d2 d7 m0 m3 y2 y0 y1 y3

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

Supplemental deed made between (1) the companies listed in schedule 1
therein (the "Chargors") (including the Company) and (2) Lloyds TSB Bank
plc (the "Security Trustee") ("Supplemental Deed") relating to a debenture
originally dated 22 September 2011 and made between (1) the Chargors as
listed in schedule 1 therein and (2) the Security Trustee ("Debenture").

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever of each present or future
member of the Group to the Security Trustee and/or
the other Secured Parties (or any of them) under or
pursuant to any Finance Document (including all
monies covenanted to be paid under the Supplemental
Deed) (the "Secured Obligations").

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	LLOYDS TSB BANK PLC		
Address	10 GRESHAM STREET		
	LONDON		
Postcode	E C 2 V 7 A 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. CONFIRMATION AND REPETITION (a) Each Chargor (1) acknowledged the terms of the Facilities Agreement and the other Finance Documents (including, without limitation, the Amendment and Restatement Agreement), and (11) agreed that, on and from the Effective Date, its obligations and liabilities under the Debenture continue in full force and effect and apply on the basis that references (directly or indirectly) in the Debenture to the "Facilities Agreement" (including, without limitation, indirectly by reference to "Finance Documents") and to the "Finance Documents" shall be construed, by virtue of clause 1.2(b)(11) of the Debenture, to be a reference to the Facilities Agreement and the Finance Documents respectively, in each case, as amended by the Amendment and Restatement Agreement (b) Each Chargor confirmed that: (1) any Security created by it under the Debenture extends to the obligations (including, without limitation, the obligations and liabilities in respect of any and all Loans made available by any Lender) of the Obligors under the Finance Documents (including, without limitation, the Facilities Agreement); and <div style="text-align: right;">See continuation sheet (.)</div>		

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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 *DA Piper UK Ltd* 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 CHRISTOPHER LISTER

Company name DLA Piper UK LLP

Address 101 BARBIROLI SQUARE

Post town MANCHESTER

County/Region

Postcode M 2 3 D L

Country

DX DX 14304 MANCHESTER 1

Telephone 0161 235 4349



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 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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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	<p>(.) Continued</p> <p>(11) the Security created under the Debenture continues in full force and effect in accordance with its terms</p> <p>2. CREATION OF FURTHER SECURITY IN FAVOUR OF THE SECURITY TRUSTEE</p> <p>(a) Each Chargor covenanted with the Security Trustee that it will comply with the provisions of clause 2 (<i>Covenant to pay</i>) of the Debenture as if the same were set out in the Supplemental Deed, <i>mutatis mutandis</i></p> <p>(b) Each Chargor, as beneficial owner and with full title guarantee, charged to the Security Trustee (as agent and trustee for itself and each of the Secured Parties) as continuing and further security for the payment, discharge and performance of the Secured Obligations by way of legal mortgage or fixed or floating charge (as referred to in respect of the relevant assets in the relevant sub-clause of clauses 4.1 (<i>Fixed charge</i>), 4.2 (<i>Security Assignments</i>) and 5 (<i>Floating charge</i>) of the Debenture, all its assets (and all rights in respect thereof) described in clauses 4.1 (<i>Fixed charges</i>), 4.2 (<i>Security Assignment</i>) and 5 (<i>Floating charge</i>) of the Debenture in the manner and to the extent described in those clauses of the Debenture, as if such clauses of the Debenture were set out in the Supplemental Deed in full, <i>mutatis mutandis</i></p> <p>(c) In relation to the Security created by clause 3(b) of the Supplemental Deed (and the assets subject thereto), the Security Trustee shall have all rights expressed to be granted to it in respect of the Security created by the Debenture and is appointed attorney for each Chargor under the same terms as clause 20 (<i>Power of Attorney</i>) of the Debenture.</p> <p>(d) The Security created by the Chargors pursuant to clause 3(b) of the Supplemental Deed shall be separate and distinct from, and shall not merge with, the Security created by the Chargors pursuant to clause 4 (<i>Fixed Security</i>) and 5 (<i>Floating charge</i>) of the Debenture</p> <p>(e) Each Chargor undertakes with the Security Trustee to comply with the provisions of clause 11 (<i>Undertakings by the Chargors</i>) of the Debenture as if the same were set out in the Supplemental Deed, <i>mutatis mutandis</i>.</p> <p>3 SUPPLEMENTAL PROVISIONS</p> <p>(a) The floating charge created by clause 3(b) of the Supplemental Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.</p>

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Short particulars

(b) To the extent that the Security Assets constitute "financial collateral" and the Supplemental Deed and the obligations of each Chargor thereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No.3226)) the Security Trustee shall have the right after the security has become enforceable to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Obligations. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Security Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

4 CHARGORS' LIABILITIES

4.1 Joint and several liabilities

The covenants, agreements, obligations and liabilities of the Chargors contained in the Supplemental Deed or implied on their part are joint and several and shall be construed accordingly.

4.2 Liabilities survive deficiencies and releases

Each Chargor agreed to be bound by the Supplemental Deed notwithstanding that any person intended to execute or to be bound by the Supplemental Deed or any other document may not do so or may not be effectually bound and notwithstanding that any guarantees, indemnities, other assurances against loss or Security contained in any other Security Document may be terminated or released or may be or become invalid or unenforceable against any other Chargor whether or not the deficiency is known to any of the Secured Parties.

5. CONTINUING SECURITY

(a) The Supplemental Deed and the obligations of each Chargor under the Supplemental Deed (including, without limitation, its obligations under clause 3 (*Creation of further Security in favour of the Security Trustee*)) shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

(b) The Supplemental Deed shall, in relation to each Chargor, be read and construed as if it were a separate Supplemental Deed relating to each Chargor to the intent that if any Security created by any Chargor under the Second Supplemental Deed shall be invalid or liable to be set aside for any reason,

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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>this shall not affect any other Security created thereunder</p> <p>6. FURTHER ASSURANCE</p> <p>(a) Each Chargor shall if and when at any time required by the Security Trustee execute such further Security and assurances in favour or for the benefit of the Security Trustee and the other Secured Parties and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Security Assets to secure the Secured Obligations or to perfect or protect the Security Trustee's security over the Security Assets or any part thereof or to facilitate the realisation of the same</p> <p>(b) Any security document required to be executed by a Chargor pursuant to clause 7(a) of the Supplemental Deed will be prepared at the cost of that Chargor and will contain terms and conditions which are no more onerous than those contained in the Supplemental Deed or the Debenture</p> <p>Definitions used in this form:</p> <p>"Amendment and Restatement Agreement" means an amendment and restatement agreement to the Existing Facilities Agreement dated on or around the date of the Supplemental Deed and made between (1) the Company, (2) the companies listed in part 1 of schedule 1 to it as Borrowers, (3) the companies listed in part 2 of schedule 1 to it as Guarantors, (4) Lloyds TSB Bank plc, Barclays Bank PLC and Handelsbanken Capital Markets, Svenska Handelsbanken AB (publ) as Arrangers, (5) the financial institutions listed in part 3 of schedule 1 to it as Lenders, (6) Lloyds TSB Bank plc as Agent and (7) the Security Trustee;</p> <p>"Chargors" means the companies listed in Schedule 1 to this form MG01,</p> <p>"Effective Date" has the meaning given to it in the Amendment and Restatement Agreement,</p> <p>"Existing Facilities Agreement" means a multicurrency revolving credit facilities agreement originally dated 22 September 2011 and made between (1) Norcross plc as the Company, (2) the companies listed in schedule 1 to it as Original Borrowers, (3) the companies listed in schedule 1 to it as Original Guarantors, (4) Lloyds TSB Bank plc, Barclays Bank PLC and Handelsbanken Capital Markets, Svenska Handelsbanken AB (publ) as Arrangers, (5) the financial institutions listed in schedule 1 to it as Original Lenders, (6) Lloyds TSB Bank plc as Agent and (7) Lloyds TSB Bank plc as Security Trustee (as amended, restated, supplemented, novated and assigned from time to time),</p> <p>"Facilities Agreement" means the Existing Facilities Agreement as amended on the Effective Date pursuant to the Amendment and Restatement Agreement;</p>

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Short particulars

"**Finance Documents**" means the Facilities Agreement, the Amendment and Restatement Agreement, the Security Documents, any Fee Letter, any Ancillary Document, any Accession Letter, and Resignation Letter, any Compliance Certificate and any other document designated as such by the Agent and the Company (each term as defined in the Facilities Agreement),

"**Lender**" has the meaning given to it in the Facilities Agreement,

"**Loan**" has the meaning given to it in the Facilities Agreement,

"**Obligors**" means a Borrower or a Guarantor as defined in the Facilities Agreement;

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

"**Security Assets**" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Supplemental Deed;

"**Secured Parties**" has the meaning given to it in the Facilities Agreement,

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

SCHEDULE - THE CHARGORS

Company name	Registered number	Registered office
Norcros plc	03691883	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
Norcros Group (Holdings) Limited	00566694	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU

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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

Triton Plc	01211050	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
Lincolnshire Properties (Norfolk Street) Limited	03485279	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
Norcros Estates Limited	00407403	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
Stonechester (Stoke) Limited	03662866	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
Norcros Developments Limited	01313542	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
H&R Johnson Tiles Limited	00307859	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
Norcros Industry (International) Limited	00308999	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU
Norcros Securities Limited	00776101	Ladyfield House Station Road Wilmslow Cheshire SK9 1BU

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6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1211050

CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 27
MARCH 2013 AND CREATED BY TRITON PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH PRESENT
OR FUTURE MEMBER OF THE GROUP TO LLOYDS TSB BANK
PLC AND/OR THE OTHER SECURED PARTIES (OR ANY OF
THEM) 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 5
APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013