

MG01

Particulars of a mortgage or charge



iris
LASERFORM

591790/130

FRIDAY

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 for a Scottish
company. To do this, please use
form MG01s



AHLJ5TWP

A07

06/05/2011

109

COMPANIES HOUSE

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1

Company details

Company number

0 2 0 0 1 0 3 5

Company name in full

ABBEYCREST MANUFACTURING LIMITED (the "Chargor")

6

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

d 0 d 4 m 0 m 5 y 2 y 0 y 1 y 1

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 (the "Debenture")

4

Amount secured

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

Amount secured

All liabilities and obligations owed by the
Chargors to Moorgarth (as defined box 5 to this
form MG01) under the Facility Letter and the
Debenture, in each case whether due, owing or
incurred now or in the future, and of any kind,
however arising and in any currency, whether or not
immediately payable, whether certain or contingent,
whether sole or joint, whether as principal or as
surety, whether or not Moorgarth was the original
creditor in respect thereof, and including, without
limitation, interest, commission, costs, charges
and expenses charged by Moorgarth and rates agreed
between him and the Chargors (the "Secured
Liabilities")

Please see the attached continuation sheet(s) .

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

| | | |
|----------------|--|--|
| 4 | Amount secured | |
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>.Capitalised terms used in this form MG01 shall have the meaning given to them in this continuation sheet unless otherwise defined in this form MG01.</p> <p>DEFINITIONS</p> <p>"Asset Contracts" means all the rights of the Chargor, now or in the future, arising out of or in connection with any agreement -</p> <p>1 for the acquisition of any property (real or personal) by the Chargor (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by Clause 3 1 1 or 3 1 2 of the Debenture (as detailed at paragraphs 1 1 and 1 2 of box 6 to this form MG01 and/or its continuation sheet (s)) including, without limitation, any option to acquire property, or</p> <p>2 for the hire, hire purchase, lease or loan of any property (real or personal) to the Chargor (except as aforesaid)</p> <p>"Assets" means all the undertaking, property, assets, rights or revenues of the Chargor whatsoever and wheresoever, present or future</p> <p>"Chargors" means together the Chargor and each of Abbeycrest Plc (company number 1411796), Abbeycrest International Limited (company number 2490237), Brown & Newirth Limited (company number 910429), D R T Jewellery 2005 Limited (company number 1613238), Eric's Jewellers Limited (company number 2569253), Global Edge Jewellery Limited (company number 1948555), Greenwich Time Limited (company number 3064948), Studio Edge Limited (company number 1637408) and Torchminister Limited (company number 1851183) together with each company which becomes a party to the Debenture by executing a Deed of Accession</p> <p>"Companies" means the Chargors from time to time , and, (where the context permits), includes each or any of them and "Company" means each or any of them</p> <p>"Deed of Accession" means a deed substantially in the form set out in the Debenture executed, or to be executed, by a person becoming a Chargor</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security</p> <p>"Facility Letter" means the £702,400 facility letter dated on or about the date of the Debenture between Moorgarth and Abbeycrest Plc (and such expression shall include the Facility Letter as from time to time amended, varied, supplemented, extended or replaced)</p> <p>"Fixed Plant and Equipment" means all plant, machinery or equipment of the</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

Chargor of any kind (including, without limitation, all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures.

"Insurances" means, in relation to the Chargor, all the right, title and interest of the Chargor, now or in the future, in or under any policy of insurances or assurances or to the proceeds thereof

"Intellectual Property" means, in relation to the Chargor, all the right, title and interest of the Chargor, now or in the future, in or to any of the following -

- 1 any registered intellectual property right in any territory, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above,
- 2 any invention, copyright, design right or performance right,
- 3 any trade secrets, know-how and confidential information; and
- 4 the benefit of any agreement or licence for the use (by the Chargor or any other person) of any such right

"Intercreditor Deed" means an intercreditor deed dated 4 May 2011 and made between Burdale Financial Limited, the Chargors and Moorgarth as amended, restated or replaced from time to time.

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "land" excludes heritable property situated in Scotland

"Loose Plant and Equipment" means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment, including, without limitation, any moulds, patterns and tools (other than hand tools and consumable tooling), dies and jigs.

"Other Claims" means, in relation to the Chargor, all rights, claims or obligations of any kind whatsoever now or at any time owed to the Chargor capable of being satisfied by the payment of money, which are not

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

effectively charged by way of fixed charge by any other provision of the Debenture

"Rents" means in relation to the Chargor, any sum payable to the Chargor (and any right to recover any such a sum) -

1 by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land,

2 by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except insofar as the same is effectively charged by way of fixed charge by Clause 3 1 1 or 3 1 2 of the Debenture (as detailed at paragraphs 1 1 and 1 2 of box 6 to this form MG01 (and/or its continuation sheet(s))

"Securities" means in relation to the Chargor, all the right, title and interest of the Chargor, now or in the future, in any stocks, shares, debentures, loan stocks, instruments creating or acknowledging any debt, or other securities issued by any person (whether or not marketable) including, without limitation, all rights and benefits arising and all money payable in respect of or in substitution or exchange for any of them, whether by way of conversion, redemption, preference, bonus, option, dividend, interest or otherwise, and including, without limitation, all Securities owned by the Chargor in any other Company

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

MOORGARTH PROPERTY INVESTMENTS LIMITED ("Moorgarth")

Address

64 Wellington Street Leeds

Postcode

L S 1 2 E 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

Please see attached continuation sheet

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

Capitalised terms used in this form MG01 shall have the same meaning as given to them in the continuation sheet to box 4 of this form MG01 unless otherwise defined in this form MG01

1 Pursuant to clause 3 of the Debenture, as security for payment of the Secured Liabilities, the Chargor charges to Moorgarth -

1 1 by way of legal mortgage all Land now owned by the Chargor, including, without limitation, the land which is described in Schedule 3 of the Debenture (for information, Schedule 3 is left blank),

1 2 by way of fixed equitable charge all Land which the Chargor acquires in the future,

1 3 by way of separate fixed charges -

1 3 1 all the goodwill and uncalled capital of the Chargor, present or future,

1.3 2 the Securities of the Chargor;

1 3 3 the Insurances of the Chargor,

1.3.4 the Intellectual Property of the Chargor;

1 3 5 the Rents of the Chargor,

1 3 6 the Asset Contracts of the Chargor,

1.3 7 the Other Claims of the Charger,

1 3 8 the Fixed Plant and Equipment of the Chargor, and

1 3 9 the Loose Plant and Equipment of the Chargor,

1 4 by way of floating charge all those Assets of the Chargor which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage, including, without limitation, any heritable property of the Chargor situated in Scotland

NOTES

A Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3 1 4 of the Debenture (as detailed at paragraph 1 4 above)

B The Debenture contains the following negative pledge at Clause 4

"4 1 Each Chargor covenants that it will not, without the prior written consent of Moorgarth or save as permitted pursuant to the Intercreditor Deed -

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

4 1 1 create any Encumbrance, or allow any Encumbrance to arise or continue, on or over any of the Assets, or

4 1 2 to part with or dispose of all or any of the Assets charged by way of fixed charge or mortgage, or

4 1 3 to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern "

C The Debenture contains powers of sale

D The Debenture contains a power of attorney

E Moorgarth may assign the Debenture to any successor in title to any of the Secured Liabilities

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 *Walker Morris* X

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 CAR/DQS/MOO 906-127

Company name Walker Morris

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



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



FILE COPY

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

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

**COMPANY NO. 2001035
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 4 MAY 2011 AND CREATED BY ABBEYCREST
MANUFACTURING LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE CHARGORS TO MOORGARTH
PROPERTY INVESTMENTS LIMITED (MOORGARTH) 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 6 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MAY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES