

# MG01

## Particulars of a mortgage or charge



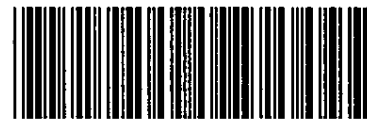
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**A fee is payable with this form**  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **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 NO**  
You cannot use this for  
particulars of a charge  
company To do this, p  
form MG01s

THURSDAY



A36 25/11/2010 196  
COMPANIES HOUSE

### 1 Company details

Company number 0 3 6 4 6 1 1 4

Company name in full SAFFIL LIMITED (the "Company")

2 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 d2 d3 m1 m1 y2 y0 y1 y0

### 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 Composite Guarantee and Trust Debenture (the "Debenture")

### 4 Amount secured

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

Amount secured

All monies, obligations and liabilities whether  
principal interest or otherwise which are at the  
date of the Debenture or may at anytime thereafter  
become due owing or incurred to the Security Agent  
and/or the Secured Parties or any of them by each  
Chargor (the definition of which includes the  
Company) under or pursuant to any Finance Document  
and covenanted and/or guaranteed to be paid or  
discharged by each Chargor to the Secured Parties  
under or pursuant to any Finance Document and  
whether as principal debtor, guarantor, surety  
and

Please see the attached continuation sheet(s)  
Capitalised terms used in this form MG01 shall have the meaning  
given to them in the continuation sheets to this box 4 unless  
otherwise defined in this form MG01

**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>whether alone or jointly with any person or company or otherwise (the "Secured Liabilities")</p> <p><u>Definitions</u></p> <p>"Chargors" means together the Company and each of IMCO (62000) Limited (company number 03905626), Saffil Automotive Limited (company number 01978805), Pickford Holland &amp; Co Limited (company number 00128414) D Duddell Limited (company number 00436376), Dyson Industries Limited (company number 01187031), The Builders Centre (Sheffield) Limited (company number 00624494), J&amp;J Dyson Limited (company number 03326984), Beepart Limited (company number 00177682), Dytech Corporation Limited (company number 02094988), Intelprop Limited (company number 03473033) and Dyson Group plc (company number 00163096) and each company which enters into a deed of accession to the Debenture in accordance with its terms and "Chargor" shall mean any of them,</p> <p>"Facility Agreement" means an agreement dated 27 August 2010 and made between the Chargors, Lloyds TSB Bank plc, the Original Lenders (as defined therein) and others and any document or agreement amending, supplementing, extending, novating, replacing, rescheduling or varying the same,</p> <p>"Finance Documents" means the "Finance Documents" (as defined in the Facility Agreement and including, for the avoidance of doubt, but not limited to the Facility Agreement itself) as the same may be varied, amended, supplemented, substituted, replaced or novated from time to time,</p> <p>"Secured Parties" means the Agent, the Lenders, the Ancillary Lender and the Hedge Counterparties (as those expressions are defined in the Facility Agreement and which includes (but is not limited to) each of Lloyds TSB Bank plc and Svenska Handelsbanken AB (publ) in their various capacities under the Facility Agreement) and the Security Agent and their respective successors and assigns</p>	

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	LLOYDS TSB BANK PLC (the "Security Agent")	
Address	25 Gresham Street London (as agent and trustee for the Secured Parties (as defined in the Debenture)	
Postcode	E C 2 V 7 H N	
Name		
Address		
Postcode		

**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>Capitalised terms used in this form MG01 shall have the meanings given to them in the continuation sheet(s) to boxes 4 and 6 to this form MG01 unless otherwise defined in this form MG01</p> <p>1 Pursuant to the Debenture the Company with full title guarantee and as beneficial owner as a continuing security for the payment of all the Secured Liabilities assigns by way of security and charges to the Security Agent on its own behalf and for each of the Secured Parties</p> <p>1 1 by way of first legal mortgage</p> <p>(a) the properties on the date of the Debenture vested in the Company referred to in Schedule 2 of the Debenture (and detailed, more particularly, as the "Properties" in the definitions section contained within the continuation sheet(s) attached hereto) and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (whether under any agreement, option, licence, charge, lien or otherwise) other than the Mortgaged Chattels and the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any monies paid or payable in respect of such covenants, and</p> <p>(b) all other interests or estates in any freehold or leasehold properties belonging to the Company at the date of the Debenture,</p> <p>1 2 by way of specific equitable charge all estates or interests in any freehold or leasehold properties (except the properties referred to in clauses 3 1 1(a) and 3 1 1(b) of the Debenture (and detailed at paragraphs 1 1(a) and 1 1(b) above)) at any time hereafter during the Security Period belonging to or charged to the Company and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures and</p> <p>Please see the attached continuation sheet(s)</p>	

**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

fixed plant and machinery at any time thereon (whether under any agreement, option, licence, charge, lien or otherwise) other than the Mortgaged Chattels and the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any money or monies paid or payable in respect of such covenants,

1 3 by way of first fixed charge

(a) all sums standing to the credit of the Facility A Prepayment Account,

(b) all sums standing to the credit of the Mandatory Prepayment Account,

(c) all credit balances and bank deposits with any person excluding those standing to the credit of the Facility A Prepayment Account and/or the Mandatory Payment Account,

(d) all the plant and machinery, vehicles, computers and other equipment other than the Mortgaged Chattels of the Company at the date of the Debenture or thereafter owned by the Company and all spare parts, replacements, modifications and additions for or to the same and the full benefit of all warranties and maintenance contracts in relation thereto but excluding any of the same for the time being forming part of the Company's stock in trade or work in progress,

(e) the Mortgaged Chattels,

(f) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto and all sums payable in respect thereof) whether marketable or otherwise at the date of the Debenture or at any time during the Security Period belonging to the Company (other than in relation to Group Companies),

(g) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto and all sums payable in respect thereof) in relation to Group Companies whether marketable or otherwise at the date of the Debenture or at any time during the Security Period belonging to the Company,

(h) the full benefit of all present and future Insurances and all proceeds thereof and all bonuses and other monies, benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right, title and interest whatsoever of the Company therein together with all rights and remedies relating thereto,

(i) all its present and future Intellectual Property Rights,

(j) the benefit of all or any licences held at the date of the Debenture or thereafter acquired by the Company in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,

# 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

(k) subject always to the terms of the Intercreditor Deed any beneficial interest, claim or entitlement of the Company in any pension fund,

(l) the goodwill and the uncalled capital of the Company both present and future, and

(m) all amounts realised upon the enforcement or execution of any order of the court in favour of the Company under sections 212, 213, 214, 238, 239, 244 and/or 423 of the Insolvency Act 1986,

1 4 by way of floating charge the undertaking and all property, assets and rights of the Company whatsoever and wheresoever both present and future (including without limitation the property, assets and rights of the Company referred to in clauses 3 1 1 to 3 1.3 (inclusive) of the Debenture (as detailed at paragraphs 1 1 to 1 3 above) if and in so far as such mortgages and/or charges therein comprised or any part or parts of the same shall be for any reason ineffective as such)

#### Definitions

Please see also the definitions contained in the continuation sheet(s) to box 4 of this form MG01 which also apply

"Charged Assets" means all assets, rights and property of the Chargors (including the Company) being the subject of any security created by the Debenture or pursuant to the Debenture and each each and every item included therein or part or parts thereof,

"Facility A Prepayment Account" means the account held by Lloyds TSB Bank plc and styled LTSB Re Dyson Group plc and having the account number and sort code more particularly set out in the Debenture;

"Group Companies" has the meaning given to it in the Facility Agreement (being Dyson Group plc (the Company's holding company) and its subsidiaries),

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Chargors (including the Company) or (to the extent of such interest) in which any of the Chargors (including the Company) has an interest (excluding in each case, policies maintained for the benefit of third parties to the extent that sums are payable to such third parties thereunder),

"Intellectual Property Rights" in relation to any Chargor (including the Company), all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), business names, rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semi-conductor products), trade secrets, know-how and confidential information and all similar and/or equivalent rights,

# 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

including all rights under any agreements to use any of the above, licences and permissions relating thereto including, without limitation, all that intellectual property more particularly described in Schedule 5 to the Debenture (which sets out for the purposes of identification details of the registered trademarks and patents held by the Chargors (including the Company) as at the date of the Debenture) and, in each case, any extensions and renewals of, and any applications for, such rights,

"Intercreditor Deed" has the meaning given to in the the Facility Agreement (being an intercreditor deed dated on or about the date of the Debenture and made between, amongst others, the Security Agent, the Secured Parties, the trustees of the Dyson Group Pension Fund, the trustees of the Saffil Pension Scheme and the Chargors),

"Mandatory Prepayment Account" means the account held by Lloyds TSB Bank plc and styled LTSB Re Dyson Group plc having the account number and sort code more particularly set out in the Debenture,

"Mortgaged Chattels" means the chattels vested in the Chargors and more particularly referred to in Schedule 6 to the Debenture and in the case of the Company means all fixed plant and equipment comprised within the following and all and any replacement parts and or components comprised therein

- (a) Production line control system,
- (b) Fibre Production Line 1,
- (c) Fibre Production Line 2,
- (d) Xray defraction analyser, and
- (e) Saffil pilot plant,

as at the date of the Debenture title to the other chattels listed in Schedule 6 to the Debenture is not vested in the Company itself (the title to such properties is (as at the date of the Debenture)vested in other Chargors being party to the Debenture)

"Properties" means the properties vested in the Chargors and more particularly referred to in Schedule 2 to the Debenture, in the case of the Company being Saffil Chemical Plant, Tanhouse Lane, Widnes, Cheshire and land lying to the south east of Moss Bank Road, Widness Cheshire more particularly referred to as/in

- (a)land on the south side of Moss Bank Road, Widnes registered at the Land Registry with title number CH558908,
- (b)land lying to the south east side of Moss Bank Road, Widnes registered at the Land Registry with title number CH533027,

# 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

(c) land and buildings on the east side of Tanhouse Lane, Widnes registered at the Land Registry with title number CH441527, and

(d) lease dated 30 March 2007 for a period of 5 years at land and buildings on the south side of Moss Bank Road, Widnes between (1) Conlon Construction Limited (2) the Company and (3) Dyson Group plc,

as at the date of the Debenture title to the other properties listed in Schedule 2 to the Debenture is not vested in the Company itself (the title to such properties is (as at the date of the Debenture) vested in other Chargors being party to the Debenture)

"Secured Liabilities" means all monies, obligations, and liabilities whether principal, interest or otherwise which are at the date of the Debenture or may at anytime thereafter become due, owing or incurred to the Security Agent and/or the Secured Parties or any of them by each Chargor under or pursuant to any Finance Document and covenanted and/or guaranteed to be paid or discharged by each Chargor to the Secured Parties under or pursuant to any Finance Document and whether as principal debtor, guarantor, surety and whether alone or jointly with any other person or company or otherwise,

"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,

"Security Period" means the period beginning on the date of the Debenture and ending on the date upon which the Secured Liabilities have been unconditionally and irrevocably repaid in full and the Secured Parties are under no obligation to make any further credit facilities available

#### NOTES

A The Debenture contains the following negative pledge

*"No Chargor shall during the Security Period without the prior consent in writing of the Security Agent*

*(a) create or permit to exist any Security (other than as permitted under the terms of the Facility Agreement) on or affecting the Charged Assets,*

*(b) sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not the whole or any part of the Charged Assets save for disposals in the ordinary course of trading of any Charged Assets which are subject only to the floating charge comprised in clause 3 1 4 of the Debenture (as detailed in paragraph 1 4 above) before that charge has crystallised or, for as long as the Facility Agreement remains in force, as permitted by the Facility Agreement"*

B Schedule B1 to the Insolvency Act 1986 and that paragraph 14(2) of that Schedule applies to that floating charge floating charge created by clause 3 1 4 of the Debenture (as detailed in paragraph 1 4 above)

# 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

C The Debenture contains powers of sale

D The Debenture sets out the terms upon which (1) the floating charge created by clause 3 1 4 of the Debenture (as detailed in paragraph 1 4 above) shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Charged Assets and (11) the circumstances in which the Security Agent may by notice to any Chargor convert the floating charge comprised in clause 3 1 4 of the Debenture (as detailed in paragraph 1 4 above) into a specific charge as regards any Charged Assets specified (whether individually, by class or otherwise) in that notice

E The Debenture contains a power of attorney

F The Security Agent/Secured Parties may assign their rights under or in respect of the Debenture

G The Debenture contains rights of set-off in favour of the Security Agent



# 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

N/a

### 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

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 Catherine Raftery/LB 2-1166

Company name Walker Morris Solicitors

Address Kings Court

12 King Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 2 H L

Country England

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](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. 3646114  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 23 NOVEMBER 2010 AND CREATED BY  
SAFFIL LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH CHARGOR TO THE SECURITY  
AGENT AND/OR THE SECURED PARTIES OR ANY OF THEM  
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 25 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 NOVEMBER  
2010

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES