

MG01

Particulars of a mortgage or charge



224736191

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
particulars of a charge
company To do this
form MG01s

FRIDAY



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A1DKTRVR

20/07/2012

#197

COMPANIES HOUSE

1

Company details

For official use

Company number

0 4 0 4 1 8 8 4

Company name in full

Robert Dyas Holdings Limited (the "Chargor")



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

d1 d0 m0 m7 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

"Debenture" means the deed of debenture between, amongst others, the
Chargor and the Chargee (as defined below) dated 10 July 2012

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 in any other
capacity whatsoever) of the Chargor to the
Chargee together with all losses, costs, charges,
expenses and liabilities including interest
thereon incurred by the Chargee in connection
with the protection, preservation or enforcement
of its rights under any document evidencing or
securing any such liabilities ("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	Theo Paphitis Funding Limited (the "Chargee")
Address	incorporated in England, 22-24 Worple Road, London
	United Kingdom, registered number 8132701
Postcode	S W 1 9 4 D D
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	<p>1. FIXED SECURITY</p> <p>(a) General</p> <p>All Security created by the Chargor under Clauses 3 and 4 of the Debenture inclusive is</p> <p>(i) created in favour of the Chargee,</p> <p>(ii) continuing security for the payment and discharge of the Secured Obligations;</p> <p>(iii) granted with full title guarantee, and</p> <p>(iv) granted in respect of all the right, title, interest and benefit, present and future, of the Chargor from time to time in and to the relevant Charged Assets</p> <p>(b) Mortgage</p> <p>The Chargor charged with full title guarantee in favour of the Chargee, as security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, all of its right, title interest and benefit from time to time in the Real Property</p> <p>(Continuation pages)</p>
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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 <ul style="list-style-type: none">- 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).	
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9	Signature Please sign the form here Signature <div style="text-align: center;">X Reed Smith LLP X</div> This form must be signed by a person with an interest in the registration of the charge.	
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MG01

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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 Mark Abrams

Company name Reed Smith

Address The Broadgate Tower
20 Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 R S

Country

DX Ref 767912.00001

Telephone 020 3116 3732



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

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	<p>(c) Assignment by way of Security</p> <p>(1) The Chargor assigned and agreed to assign absolutely with full title guarantee to the Chargee (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 2 (<i>Mortgage</i>) of the Debenture) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Secured Obligations, all of its right, title, interest and benefit from time to time in and to each of the following assets:</p> <p>(A) any agreements, contracts, deeds, Leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property together with the benefit of any claims, awards, judgements or liquidated damages awarded in connection with the Real Property,</p> <p>(B) any Insurance Policies, and</p> <p>(C) each of the Specific Contracts</p> <p>(11) The Chargor agreed that it shall remain liable to perform all its obligations under the assets described in Clause 3 3 paragraphs (a)(1)-(111) of the Debenture</p> <p>(111) Notwithstanding the other terms of Clause 3.3 of the Debenture, prior to the occurrence of an Acceleration Event, the Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts or any of the assigned assets specified above.</p> <p>(d) Fixed charges</p> <p>The Chargor charged with full title guarantee in favour of the Chargee (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 2 (<i>Mortgage</i>) or assigned pursuant to Clause 3 3 (<i>Assignment by way of Security</i>) of the Debenture) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title, interest and benefit from time to time in and to each of the following assets</p> <p>(1) the Real Property;</p> <p>(11) all rents recoverable from any Lease granted out of any Real Property,</p> <p>(111) the Plant and Machinery,</p> <p>(1v) the Accounts,</p> <p>(v) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights until</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<p>such proceeds are paid into the Account,</p> <p>(vi) the Intellectual Property,</p> <p>(vii) the goodwill and rights and claims in relation to its uncalled share capital,</p> <p>(viii) the Investments,</p> <p>(ix) the benefit of all licences, consents and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets,</p> <p>(x) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;</p> <p>(xi) any beneficial interest, claim or entitlement it has to any pension fund at the date of the Debenture or thereafter, and</p> <p>(xii) each of the assets which are specified in Clause 3.3 (Assignment by way of Security) of the Debenture</p> <p>2. FLOATING CHARGE</p> <p>(a) Floating charge</p> <p>(i) The Chargor with full title guarantee charged in favour of the Chargee, for the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Chargor other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (Mortgage), 3.3 (Assignment by way of Security) and 3.4 (Fixed charges) of the Debenture</p> <p>(ii) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above</p> <p>(b) Conversion of floating charge to fixed Security</p> <p>(i) The Chargee may at any time by notice to the Chargor convert the floating charge constituted under Clause 4.1 (Floating charge) of the Debenture with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if</p> <p>(A) the Debenture is enforceable in accordance with Clause 13 (When security becomes enforceable) of the Debenture, or</p> <p>(B) the Chargee reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant</p>	

MG01 - continuation page

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Short particulars	<p>to any form of legal process</p> <p>(11) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (<i>Floating charge</i>) of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of an Administration Event</p> <p>3 RESTRICTIONS ON DEALING</p> <p>(a) Negative pledge</p> <p>The Chargor agreed that it shall not create or permit to subsist any Security Interest over any of its assets in favour of any person other than the Chargee without the prior written consent of the Chargee</p> <p>(b) Restrictions on disposals</p> <p>The Chargor agreed that it shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Assets mortgaged, charged or assigned by Clause 3 (<i>Fixed Security</i>) of the Debenture. Following the crystallisation of the floating charge created by Clause 4 (<i>Floating Charge</i>) of the Debenture, the Chargor shall not dispose of any of the Charged Assets charged by the floating charge created thereunder other than in the ordinary course of, and for the purpose of, carrying on its trading business prior to the crystallisation of that floating charge</p> <p>4 FURTHER ASSURANCE</p> <p>(a) Further assurance</p> <p>(1) The Chargor agreed that it shall immediately, at its own cost, do all such acts or execute all such documents as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require) in favour of the Chargee or its nominee(s)</p> <p>(A) to perfect the Security created or intended to be created in respect of the Charged Assets or for the exercise of any the rights, powers and remedies of the Chargee provided by or pursuant to the Debenture or by law,</p> <p>(B) to confer on the Chargee security over any asset or undertaking of the Chargor located in any jurisdiction outside England which is equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(C) after an Acceleration Event, to facilitate the realisation of the Charged Assets</p>	

MG01 - continuation page
Particulars of a mortgage or charge

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Short particulars	<p>5 DEFINITIONS</p> <p>"Acceleration Event" means the Lender (as defined in the Loan Agreement) demanding repayment of a Loan pursuant to Clause 6 (<i>Repayment</i>) of the Loan Agreement</p> <p>"Account" means any credit balance from time to time on any account including the accounts specified in Schedule 6 (<i>Accounts</i>) of the Debenture, opened or maintained by the Chargor with any financial institution (and any replacement account or subdivision or subaccount of that account), and includes all Related Rights</p> <p>"Administration Event" means</p> <ul style="list-style-type: none"> (1) the presentation of an application to the court for the making of an administration order in relation to the Chargor; (11) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court; or (111) any person levies or attempts to levy any distress, attachment, execution or other legal process against a Charged Asset. <p>"Charged Assets" means all of the assets and undertaking of the Chargor both present and future which from time to time are the subject of any Security created or expressed to be created by it in favour of the Chargee by or pursuant to the Debenture</p> <p>"Finance Documents" means the Loan Agreement, the Debenture and any document constituted as a Finance Document by the Chargee</p> <p>"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest together with all amounts payable to the Chargor under or in connection with each of those policies and includes all Related Rights</p> <p>"Intellectual Property" means in relation to the Chargor</p> <ul style="list-style-type: none"> (1) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and (11) the benefit of all applications and rights to use such assets of the Chargor or each member of the Group, <p>including the intellectual property specified in Schedule 4 (<i>Intellectual Property</i>) of the Debenture and includes all Related Rights</p> <p>"Investments" means</p>	

MG01 - continuation page
Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) the Shares, and</p> <p>(b) stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor and all Related Rights whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee,</p> <p>in which the Chargor may from time to time have an interest and includes all Related Rights</p> <p>"Lease" means any lease, agreement for lease, tenancy or licence in respect of any Real Property which are leasehold, and any instrument supplemental to or which is expressed to be collateral to or entered into pursuant to or in accordance with the terms of any such lease, tenancy or license</p> <p>"Plant and Machinery" means in relation to the Chargor all present and future plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress and includes all Related Rights)</p> <p>"Real Property" means:</p> <p>(1) any freehold, leasehold or immovable property (including, but not limited to, the freehold and leasehold property in England and Wales specified in Schedule 2 (<i>Real Property</i>) of the Debenture); and</p> <p>(11) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</p> <p>in which the Chargor may from time to time have an interest and includes all Related Rights</p> <p>"Security" means any security created, evidenced, conferred or intended to be conferred by or pursuant to the Debenture</p> <p>"Security Interest" means any charge, pledge, mortgage, assignment, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security</p> <p>"Specific Contracts" means those contracts specified in Schedule 7 (<i>Specific Contracts</i>) of the Debenture entered into by the Chargor in connection with the Finance Documents and includes all Related Rights</p> <p>(continuation pages end)</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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4041884
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 JULY 2012
AND CREATED BY ROBERT DYAS HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THEO PAPHITIS FUNDING 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 20 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2012

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES