

MG01

281133/91



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 for**
You cannot use this form to
particulars of a charge for a
company To do this, please
form MG01s

TUESDAY



A08 *A1CV3KSG* 10/07/2012 #257
COMPANIES HOUSE

1 Company details

Company number 0 4 4 8 1 1 2 5

Company name in full Nurton Holdings Limited (the "Debtor")

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 0 3 0 7 2 0 1 2

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 Security Interest Agreement (Contract Rights) (the "Agreement")

4 Amount secured

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

Amount secured All obligations and liabilities (whether present or future,
actual or contingent, joint or several or as principal, surety
or in any other capacity) of or due by the Debtor to the
Secured Party pursuant to the Finance Documents and/or
the Agreement and/or on any other basis (the "**Secured
Obligations**")

Capitalised terms used in this form are defined in the
Appendix to this form

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 (the "Secured Party")

Address 25 Gresham Street

London

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

Continuation page

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

Short particulars

1 Grant of Security

As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Secured Party shall have a first priority security interest in the Collateral pursuant to the Law, the Debtor assigned, transferred and/or otherwise made over to the Secured Party title to the Collateral.

2 Restrictions

2.1 Clause 6.1(d) of the Agreement provides that the Debtor shall not, save with the prior written consent of the Secured Party

2.1.1 in any way, except as set out in the Agreement, sell or otherwise dispose of or create any Encumbrance over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof;

2.1.2 negotiate, settle or waive any claim for loss, damage or other compensation affecting the Collateral or any part thereof;

2.1.3 terminate or amend or agree to permit any termination or amendment of the Contract, or

2.1.4 seek the return of the certificates of title and/or the signed blank stock transfer form

(continued)

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

EVERSHEDS LLP

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 Emily Scaife

Company name Eversheds LLP

Address 115 Colmore Row

Post town Birmingham

County/Region

Postcode B 3 3 A L

Country

DX DX 13004 Birmingham

Telephone 0845 497 1312



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>2 2 Clause 6.1(e) provides that any Collateral not held by the Secured Party shall be held to the Secured Party's order or otherwise as the Secured Party may require from time to time.</p> <p>2 3 Clause 6 1(i) of the Agreement provides that the Debtor will not do, or cause or permit to be done, anything which may adversely affect:</p> <p>2 3.1 the Collateral and the security interests created thereunder, or the value of any of them; or</p> <p>2 3 2 the rights or interests of the Secured Party under the Agreement including, without limitation, the ability of the Secured Party to exercise its rights and remedies under the Agreement and to preserve or enforce the security created by the Agreement</p> <p>3 Lien</p> <p>Without affecting, and in addition to, the grant of security interests and other rights under the Agreement, the Secured Party shall for so long as any amount remains outstanding under or in respect of the Secured Obligations, have a lien over the Collateral.</p> <p>4. General Provisions</p> <p>All the security granted or created by the Agreement is to be a continuing security for the payment or performance of all or any part of the Secured Obligations and shall be independent of and in addition to and it shall not be prejudiced or be affected by and shall not affect or prejudice any other security now or at any time held by the Secured Party in respect of the payment or performance of all or any part of the Secured Obligations</p> <p>Capitalised terms used in this form are defined in the Appendix to this form</p>	

APPENDIX

Definitions applicable to this form

In this Form MG01 the following definitions apply:

"CGL" means Claverley Group Limited, a company incorporated under the law of England and Wales with company number 05213110

"Collateral" means the Contract Rights and the beneficial interest and all other rights of the Debtor therein

"Contract" means the security interest agreement dated 3 July 2012 between (1) the Debtor and (2) the Counterparty.

"Contract Rights" means all rights, title and interest, present and future, of the Debtor in or pursuant to the Contract

"Counterparty" means Claverley Holdings Limited, a company incorporated in England and Wales with company number 08114933

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security

"Facility Agreements" means the term loan facility agreement dated 3 July 2012 between (1) CGL and (2) the Secured Party in respect of a loan facility of £8,000,000 and an overdraft and additional facilities dated 3 July 2012 between (1) CGL and others and (2) the Secured Party in respect of an overdraft of £4,000,000, including any amendment, variation, substitution or replacement of those facilities by the Secured Party from time to time

"Finance Documents" has the meaning given to it in the Facility Agreements and includes, for the avoidance of doubt, the Agreement

"Law" means the Security Interests (Jersey) Law 1983



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4481125
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 3 JULY 2012 AND CREATED BY NURTON
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK
PLC (THE SECURED PARTY) 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 10 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2012

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES