

MR01

Particulars of a charge

010151/13



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR02

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

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record

SATURDAY



A16 21/09/2013 #266
COMPANIES HOUSE

1

Company details

Company number 0 5 2 4 9 0 4 0

Company name in full ARTHUR MARSH & SON (BIRMINGHAM) LIMITED

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

Charge creation date

Charge creation date d1 d9 m0 m9 y2 y0 y1 y3

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ADAM RICCI MARSH

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR05).

9

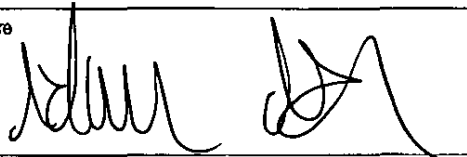
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Michael Dyer

Company name Verisona Law

Address 1000 Lakeside

North Harbour

Post town Portsmouth

County/Region Hampshire

Postcode P O 6 3 E N

Country

DX 50002 PORTSMOUTH 9

Telephone 023 92 98 1000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 CHARGE

Company number: 5249040

Charge code: 0524 9040 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2013 and created by ARTHUR MARSH & SON (BIRMINGHAM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2013

JDH

Given at Companies House, Cardiff on 24th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We hereby certify this to be a true copy of the original

THIS DEBENTURE is made the 19 day of Sept 2013

BETWEEN:

Verisona Law
Dated 20 September 2013
Verisona Solicitors and Advocates
1000 Lakeside, North Harbour
Portsmouth, Hampshire, PO6 3EN

- (1) **Jaytom Limited** (Company No 08457080) whose registered office is at The Old Surgery, 19 Mengeham Lane, Hayling Island PO11 9JJ ('the Company')
- (2) **Ability Services Limited** (Company No 05984762) whose registered office is also at The Old Surgery, 19 Mengeham Lane, Hayling Island PO11 9JJ ('Ability')
- (3) **Arthur Marsh & Son (Birmingham) Limited** (Company No 05249040) whose registered office is also at The Old Surgery, 19 Mengeham Lane, Hayling Island PO11 9JJ ('AMSL')
- (4) **Adam Ricci Marsh** of Granby Lodge Farm, Uppingham Road, Bisbrooke, Oakham, Rutland LE15 9ES ('the Noteholder')

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

1.1 In this Deed, unless the context requires otherwise

1.1.1 'Charged Assets' means all the undertaking property rights and assets charged by clause 4 below,

1.1.2 'Charge of Shares' means a Charge of Certificated Shares and Securities entered into between Mark Farren (1) and the Noteholder (2) and bearing even date herewith charging certain assets of Mr Farren in favour of the Noteholder to secure repayment of the Notes

1.1.3 'Chargors' means the Company, Ability and/or AMSL as the context requires or admits, and Chargor means any of those companies;

1.1.4 'Default Rate' means a rate of interest equal to the relevant rate of default interest provided for in the Notes;

1.1.5 'Events of Default' means the events of default set out in clause 7.1 below,

1 1 6 Life Insurance Policy the life insurance policy with Aviva Plan Number 6634464ET dated 9 March 2006 covering the life of Adam Marsh

1 1 7 'Notes' means the fixed rate guaranteed loan notes 2013 Series A issued by the Company under a Loan Note Instrument dated with today's date and issued by the Company guaranteed by Mark Farren and Sharon Farren

1 1 8 'Noteholder' means the holder of the Notes at the date of this Deed

1 1 9 'Permitted Transaction' means any dealing with the Charged Assets that is permitted (but subject to the provisions of) clauses 4 2 or 4 3 of the Charge of Shares or the disposal, transfer or charging of any Charged Assets in accordance with clauses 7 2 and 7 3

1 1 10 'Principal Sum' means all monies due to the Noteholder under the Notes or under this Deed

1 1 11 'Receiver' means a receiver appointed under clause 12 below, or under the corresponding provision in any other debenture of the Series,

1 2 In this Deed, unless the context requires otherwise

1 2 1 the expressions 'the Company' 'Ability' 'AMSL' and/or 'the Noteholder' where the context admits include their respective successors and assigns whether immediate or derivative,

1 2 2 terms defined in the Companies Act 2006 have the same meanings,

1.2 3 reference to any statute or statutory provision includes a reference to

1 2 3 1 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated, and

1 2 3 2 all statutory instruments or orders made pursuant to it,

1.2 4 words denoting the singular shall include the plural and vice versa,

1 2 5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa,

1 3 References in this Deed to 'clauses' are to the clauses or sub-clauses of this Deed and references to 'Schedules' are to the schedules to this Deed,

1 4 Clause headings do not form part of this Deed, are for convenience only and shall not be taken into account in its construction or interpretation

2 Covenant to pay Principal Sum

2 1 The Company covenants with the Noteholder that it will pay to the Noteholder the Principal Sum when it becomes due

2 2 Ability and AMSL, at the request and by direction of the Company, severally covenant with the Noteholder that they will respectively pay to the Noteholder the Principal Sum where

2 2 1 the Company has failed to comply with its covenant at clause 2 1 of this deed, and

2 2 2 the Noteholder has given 28 days' notice in writing requesting that Ability and or AMSL comply with their obligations in this clause 2 2

3 Floating charge

3 1 As a continuing security for the payment and discharge of the Principal Sum each Chargor with full title guarantee severally charges by way of floating charge to the Noteholder all its respective undertaking, property, rights and assets both present and future of any kind whatsoever and wherever situated

4 Restrictions

4 1 The Chargors shall not have power without the prior written consent (not to be unreasonably withheld, delayed or conditioned) of the Noteholder to create any

mortgage or charge on the Charged Assets ranking in priority to or pari passu with the charges created by this Deed

- 4 2 Notwithstanding anything contained in this Deed if any Chargor charges pledges or otherwise encumbers any of the Charged Assets contrary to clause 4 2 above, or attempts to do, or if any creditor or other person attempts to bring any distress, execution, sequestration or other process against any of the Charged Assets, the charge created by this Deed over the Charged Assets shall automatically without notice operate as a fixed charge instantly on such event occurring

5 Redemption

- 5 1 The Company shall be entitled to pay the Principal Sum in full or in part in accordance with the Notes

6 Enforcement

- 6 1 The security constituted by this deed shall become enforceable only if any Events of Default Occur

7 Events of Default

- 7 1 The Noteholder shall cease to be under any further commitment to the Company and all money secured by this Deed shall immediately become due and payable on demand, on the occurrence of any of the following Events of Default:

7 1 1 if the Company has failed to pay any sum due under the Notes or any Chargor is in breach of any of the terms of this Deed

7 1 2 if any Chargor defaults under any trust deed, loan agreement, facility, debenture or any other agreement, deed or document or any other obligation relating to borrowing or under any guarantee or indemnity or if any borrowing or other money payable under any borrowing or guarantee or indemnity becomes or is capable of being declared payable prior to its stated maturity or is not paid when due, or any encumbrances from time to time created by a Chargor become enforceable,

7 1 3 if any distress execution sequestration or other process is levied or enforced upon or issued against any of the assets of a Chargor and shall not be removed or discharged within 7 days of it being so levied enforced upon or issued against,

7 1 4 if any judgment or order made against a Chargor is not complied with within the terms of the judgment or order unless such Chargor's obligations under that judgment or order are stayed because a valid appeal has been lodged by the Chargor against such judgment or order,

7 1 5 if a receiver is appointed of any Chargor or any of its assets, or any resolution is passed, or any application or request is made by any person for such an appointment, or a notice is issued to convene a meeting for the passing of a resolution for any such application or appointment,

7 1 6 if any petition is presented or any order is made or any resolution is passed for the winding up of a Chargor or any notice is issued convening a meeting for the purpose of passing such resolution or if a Chargor goes into administration or any person gives any notice (whether to a Chargor or any other person) of an intention to appoint an administrator, or if any application is made or any meeting of the directors or members of a Chargor is called with a view to its going into administration,

7 1 7 if a Chargor stops payment or is unable or admits inability to pay its debts within the meaning of the Insolvency Act 1986 Section 123,

7.1 8 if a Chargor obtains or makes or proposes to obtain or make any moratorium arrangement or composition with its creditors or any class of creditors or a notice is issued convening a meeting to resolve to do any of those things,

7 1 9 if a Chargor ceases or threatens to cease to carry on all or a material part of the business conducted by it at the date of this Deed, or sells or threatens to sell or otherwise dispose of all or a material part of its assets (other than in the normal course of business), whether by one or a series of transactions

related or not, or changes the nature or mode of conduct of its business in any material respect,

7 1 10 if any guarantee, indemnity or other security created in favour of the Noteholder is in jeopardy, or is not or ceases to be in full force and effect, or is voidable or unenforceable, or is disputed, revoked or terminated, or it becomes unlawful or impossible for the Noteholder to exercise any right or power vested in it under any such security and (in any such case) the same is considered by the Noteholder to be material,

7 1 11 if an order is made for the compulsory acquisition of any part of a Chargor's assets which in the opinion of the Noteholder is a material part of the assets of the Chargor,

7 1.12 if any licence, authorisation, consent or registration at any time necessary or desirable to enable a Chargor to carry on its business in the normal course shall be revoked, withheld or materially modified, or shall fail to be granted or perfected, or shall cease to remain in full force and effect,

7.1 13 if control (as defined in the Corporation Tax Act 2010 Section 450) of a Chargor is acquired by any person or company or group of connected persons (as defined in the Corporation Tax Act 2010 Section 1122) not having control of the Chargor at the date of this Deed unless with the prior written consent (not to be unreasonably withheld, delayed or conditioned) of the Noteholder,

7 1 14 if any circumstances arise which may (in the opinion of the Noteholder) affect materially and adversely the ability of a Chargor to perform its obligations under this Deed

7 2 Any transaction referred to in clauses 7 1.9 and 7 1 13 or any Permitted Transaction shall be allowed with the prior written consent of the Noteholder (such consent not to be unreasonably withheld, delayed or conditioned) if.

7 2 1 the same is being undertaken as a scheme or reconstruction or amalgamation where

7 2 1 1 the ultimate beneficial ownership of the businesses of the Company, Ability and AMSL will remain the same, or

7 2 1 2 the businesses of the Company, Ability and AMSL will continue to be controlled by any one of Mark Farren and or Sharon Farren, or jointly by both of them

7 2 1 3 There is no diminution in the asset cover of the Company to meet its obligations under this Deed

7 2 2 (subject to clause 7 3) if it is a Permitted Transaction

7 3 Consent shall be deemed given by the Noteholder in relation to a Permitted Transaction as referred to in clause 7 2 2 ,where and only where the terms of any such transaction provide, to the satisfaction of the Noteholder, for repayment forthwith on completion and in full of the sums then outstanding under the Notes

8 Covenants by the Chargors

Each Chargor severally covenants with the Noteholder that during the continuance of this Deed it will at all times and as applicable immediately

8 1 notify the Noteholder in writing, of the occurrence of any event which will or may in due course constitute an Events of Default;

8 2 conduct and carry on its business in the ordinary course of business and in a proper efficient and business-like manner, and not make any substantial alteration in the nature of or mode of conduct of that business, and keep or cause to be kept proper books of account relating to such business,

8 3 deliver to the Noteholder within 6 months of the end of its financial year an annual balance sheet and profit and loss account and trading account showing the true position of its affairs in each year certified by a chartered accountant,

- 8 4 get in where reasonably possible and realise all book and other debts and claims charged by this Deed in the ordinary course of its business and pay them into its bank account,
- 8 5 observe and perform all covenants and stipulations from time to time affecting its freehold, leasehold or heritable property or the mode of user or enjoyment of such property,
- 8 6 use its reasonable endeavours to enforce and at its own cost institute, continue or defend all proceedings relating to the Charged Assets,
- 8 7 keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment and every part of such property in good and substantial repair and in good working order and condition.
- 8 8 at its own expense insure and keep insured any of the Charged Assets of an insurable nature in the full replacement value thereof on terms and with insurers previously approved by the Noteholder in writing The interest of the Noteholder shall be noted on the policy All money expended by the Noteholder to effect insurance in the event of default of this clause, shall be reimbursed by the relevant Chargor on demand and bear interest at the Default Rate from the date of payment by the Noteholder All money to be received by virtue of any insurance maintained or effected by a Chargor shall be applied in repayment of the sums secured by this Deed or in replacing restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Chargor),

9 Receiver

- 9 1 At any time after the security constituted by this deed has become enforceable, subject as set out in this clause, the Noteholder may appoint any person or persons to be a receiver or receivers of all or any part of the Charged Assets ('the Receiver') and may remove the Receiver and appoint another in his place
- 9 2 The Noteholder may not appoint

9.2.1 a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and

9.2.2 an administrative receiver (as defined in Section 29(2) of that Act at any time while such an appointment is prohibited by Section 72A of that Act

9.3 A Receiver shall have all the powers conferred on an administrative receiver by the Insolvency Act 1986 save that, if he is appointed over part only of the Charged Assets, such powers shall extend only to the assets over which he is appointed, and to dealings in relation to such assets

9.4 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Noteholder or any Receiver to exercise any of the powers conferred by this Deed has arisen or not, or be concerned with notice to the contrary, or with the propriety of the exercise or purported exercise of such powers

9.5 Each Chargor severally covenants with the Noteholder on demand to pay all costs, charges and expenses incurred by the Noteholder or by any Receiver or which it or he shall properly incur in or about the enforcement, preservation or attempted preservation of this security or of all or any of the Charged Assets on a full indemnity basis with interest at the Default Rate. Any Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon such basis as he may agree with the Noteholder

9.6 Neither the Noteholder nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets, nor be liable for any loss upon realisation, nor for any neglect or default of any nature in connection with the Charged Assets for which a mortgagee in possession may be liable as such

9.7 Each Chargor severally agrees to indemnify both the Noteholder and any Receiver against all losses, actions, claims, expenses, demands and liabilities, whether in contract, tort or otherwise, now or after the date of this Deed incurred by it or him or by any manager, agent, officer or employee for whose liability, act or omission it

or he may be answerable, for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Chargor of any of its covenants or other obligations to the Noteholder. The Chargor shall so indemnify the Noteholder and any Receiver on demand and shall pay interest on the sums demanded at the Default Rate

10 Application of proceeds of receivership

All sums received by the Receiver shall (subject to any prior ranking claims) be applied by him as follows

- 10 1 in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of his powers, including the remuneration of the Receiver and all outgoings properly paid or payable by him,
- 10 2 in or towards payment to the Noteholder of all arrears of interest unpaid to the Noteholder at the date of the Receiver's appointment,
- 10 3 in or towards payment to the Noteholder of the Principal Sum and interest due under this Deed, and
- 10 4 any surplus shall be paid to the Company or the person entitled to it

11 Release

- 11 1 Once the Principal Sum has been paid or deemed to be paid as a result of any payment under the Life Insurance Policy to the Noteholder, his successors or the beneficiaries of the Life Insurance Policy the Noteholder shall, at the request and cost of the Company, take whatever action is necessary to.

11 1 1 release the Charged Assets from the security constituted by this deed, and

11 1 2 reassign, where required, the Charged Assets to the Company, Ability and AMSL respectively

12 Power of attorney

Each Chargor severally, by way of security, irrevocably appoints the Noteholder and the persons deriving title under him and separately any Receiver jointly and severally to be its attorney, in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of the Noteholder or his nominees or of any purchaser any documents which the Noteholder may require for perfecting its title to or for vesting the Charged Assets both present and future in the Noteholder or his nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed or which may be deemed expedient by the Receiver on or in connection with any sale, lease, disposition, realisation or getting in by the Noteholder or any such Receiver of all or any part of the Charged Assets, or in connection with any other exercise of any power under this Deed, and this appointment shall operate as a general power of attorney made under the Powers of Attorney Act 1971 Section 10 Each Chargor severally covenants with the Noteholder and separately with any Receiver that on request it will ratify and confirm all security, agreements, documents, acts and things and all transactions entered into by the Noteholder or such Receiver or by the Chargor at the instance of the Noteholder or such Receiver in the exercise or purported exercise of its or his powers, and each Chargor irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Noteholder and any such Receiver by the Chargor

13 Transfer

13 1 A transfer of this Deed shall be in writing under the hand of the transferor

13 2 The transfer shall be lodged with each Chargor together with such evidence of the title of the transferor (including production of this Deed) as a Chargor may reasonably require, and after that the transferee shall be registered as the holder of this Deed

14 Death of Noteholder

On the death of the Noteholder his personal representatives and on the death of a joint holder the survivor or survivors shall be the only persons recognised by the Chargors as having any title to this Deed

15 Registration on transmission

Any person entitled to this Deed by reason of the death of the Noteholder or otherwise by operation of law may upon producing such evidence of his title as the Chargors may reasonably require be registered as the holder of this Deed and be subject to the conditions of this Deed as a transferee would be subject to under clause 14 above

16 Notice of trusts

The Chargors shall recognise and treat the Noteholder as the sole absolute owner of this Deed and as alone entitled to receive and give effectual discharges for the money secured by this Deed. The Chargors shall not be affected by notice of any trust or any right title or claim or any person other than the Noteholder to this Deed

17 Freedom from equities

The money secured by this Deed shall be paid and this Deed shall be transferable without regard to any set-off, cross-claim or equities between any Chargor and the original or any intermediate holder, and the receipt of the sole holder or of joint holders shall be a good discharge to such Chargor

18 Notices

Any notice to be given under this Deed by any Chargor shall be sufficiently given if sent by first class post to the Noteholder at his address above, or such other address as he may notify to the Chargors and shall be deemed received on the working day after posting

IN WITNESS whereof the Parties have executed this debenture as a deed on the date above

Execution clause for each company please

Signature clause for ARM

EXECUTED as a Deed on behalf of JAYTOM



LIMITED by

(Director) in the presence of



Witness Name ADRIAN LEONARD.

Address 8 Cursons Walk, Worcester, WR1 1LW

Occupation

Solider

EXECUTED as a Deed on behalf of ABILITY

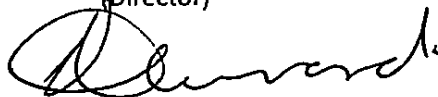


SERVICES LIMITED

by

(Director)

in the presence of-



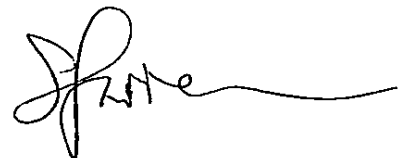
Witness Name ADRIAN LEONARD

Address 8 Cursons Walk, Worcester WR1 1LW

Occupation

Solider

EXECUTED as a Deed by ARTHUR MARSH



(BIRMINGHAM) LIMITED by

(Director) in the presence of



Witness Name ADRIAN LEONARD
Address 8 Sannome Walk, Worcester WR1 1LW
Occupation Solicitor

SIGNED by ADAM RICCI MARSH

in the presence of-

Witness Name

Address

Occupation