

MG01

Particulars of a mortgage or charge



727914/28

**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 created by a  
company. To do this, please use  
form MG01s

FRIDAY



A17 23/07/2010 135  
COMPANIES HOUSE

**1 Company details**

Company number 0 5 7 3 0 0 8 1  
Company name in full SOUTHERN BEAR TRADING LIMITED ("the Company")

**3**  
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 2 1 0 7 2 0 1 0

**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

**4 Amount secured**

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

Amount secured See attached Continuation Sheet

**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 Mr Nigel Wray ("the Lender")

Address The Priory, 54 Totteridge Village

London

Postcode N 2 0 8 P S

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 See attached continuation sheet

# MG01

## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X

*Dallagh*

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 L Brackenbury (Ref 1976325)

Company name  
Memery Crystal LLP

Address 44 Southampton Buildings

Post town London

County/Region

Postcode W C 2 A 1 A P

Country UK

DX 156 Chancery Lane

Telephone 020 7242 5905



### 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)

Company Number: 05730081  
Company Name. Southern Bear Trading Limited  
Form MG01 Continuation Page

**4 - Amount Secured**

- 1 All monies and liabilities which at the date of Debenture are or shall at any time thereafter be due owing or incurred to the Lender by the Mortgagors whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever
- 2 All costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Lender or any Receiver in relation to the Debenture or the Secured Amounts or any other security held by or offered to the Lender in respect thereof on a full and unlimited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Lender and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of the Debenture of with any proceedings by or against any third party relating to the Charged Assets and/or
- 3 Charged debts or to the security constituted by the Debenture or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Debenture or any such other security (including without limitation the Lender's own administrative costs and expenses) and in connection with or contemplation of any proceedings thereunder or under any such other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him, under or pursuant to the Debenture and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Assets and/or Charged Debts

(together the "Secured Amounts")

**6 - Short Particulars of all the property mortgaged or charged**

- 1 By way of legal mortgage all the freehold or leasehold property specified in the Schedule to the Debenture
- 2 By way of legal mortgage all other freehold and leasehold property vested in the Mortgagors at the date of the Debenture
3. By way of first fixed charge
  - 3 1 All freehold and leasehold property acquired after the date of the Debenture by the Mortgagors
  - 3 2 All freehold and leasehold property at the date of the Debenture or in the future beneficially owned by but not vested in the Mortgagors
  - 3 3 All the plant machinery and fixtures and fittings furniture equipment implements and utensils at the date of the Debenture and in the future belonging to the Mortgagors
  - 3 4 All shares stocks and other securities held by the Mortgagors from time to time and any rights to the acquisition of any such shares stocks or securities,

- 3 5 All rights and interest of the Mortgagors in and claims  
under all policies of insurance and assurance at the date  
of the Debenture or thereafter held by or insuring to the  
benefit of the Mortgagors,
- 3 6 All uncalled capital and goodwill for the time being of the  
Mortgagors,
- 3 7 All patents patent applications trade marks trade names  
registered designs copyrights licences and similar rights  
for the time being of the Mortgagors and all present or  
future agreements relating to the use by the Mortgagors of  
any intellectual property rights and all present or future  
agreements under which the Mortgagor is entitled to the  
payment of any royalty fee or similar income, and
- 3 8 The Charged Debts
- 4 By way of floating charge all the property assets and  
undertaking of the Mortgagors both present and future not  
subject to a fixed charge under the Debenture including (without  
limitation) any immoveable property of the Mortgagors situated  
in Scotland and any other Charged Assets situated in Scotland  
falling within the type mentioned in paragraph 3 above

**"Charged Assets"** means the property assets and undertakings for the  
time being of the Mortgagors which are subject to the charges  
contained in the Debenture other than the Charged Debts as the Lender  
may have specifically agreed in writing to exclude from the first  
fixed charge contained in the Debenture and references to the Charged  
Assets shall include reference to all or any of them,

**"Charged Debts"** means all book debts and other debts at the date of  
the Debenture and from time to time thereafter due owing or incurred  
to the Mortgagors other than such of the said debts as the Lender may  
have specifically agreed in writing to exclude from the first fixed  
charge contained in the Debenture

**"Mortgagors"** means the Southern Bear Plc, Support Services Trading  
Limited, Southern Bear Trading Limited, Fenhams Limited, Intumescent  
Protective Coatings Limited and BGC Limited

**"Receiver"** means any administrative receiver, receiver and manager for  
the time being appointed by the Lender under or by virtue of the  
Debenture and if more than one administrative receiver, receiver and  
manager has been so appointed then the expression "the Receiver" shall  
mean any or all of them



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

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

**COMPANY NO. 5730081  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JULY 2010  
AND CREATED BY SOUTHERN BEAR TRADING LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO MR NIGEL WRAY 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 23 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2010

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES