

MG01

Particulars of a mortgage or charge



000826/13

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 for
a company. To do this, please
use form MG01s

FRIDAY



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A55

14/05/2010

3

COMPANIES HOUSE

1 Company details

Company number 06749864

Company name in full TRIMITE POWDER LIMITED
(the "Company")

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→ **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 01/03/2010

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 Full Form Debenture (the "Charge")

4 Amount secured

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

Amount secured

(a) the Secured Monies, which at the date of the
Charge or thereafter shall be due, owing and
payable to Leumi, in accordance with the terms
of the transaction, security, instrument or
other obligation giving rise to the Company's
indebtedness to Leumi, including those under the
Agreement; and

(b) to discharge all obligations and
liabilities, whether actual, accruing or
contingent, at the date of the Charge or
thereafter due, owing or incurred to Leumi by
the Company, in whatever currency denominated
and on whatever account and howsoever arising,
whether alone or jointly and in whatever style,
name or form and whether as principal or surety.

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

Name Leumi ABL Limited (Co. Number 00620951) ("Leumi")

Address 126 Dyke Road, Brighton, East Sussex

Postcode B N 1 3 T E

Name

Address

Postcode

Continuation page

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

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

By clause 4 1 of the Charge, with full title guarantee the Company at the date of the Charge gives the following mortgages and charges in Leumi's favour, namely:

(a) a legal mortgage on the Properties (if any) specified in Schedule 2 to the Charge,

(b) a legal mortgage on all Properties (other than any Properties specified in Schedule 2 to the Charge) owned by the Company at the date of the Charge or in which it has an interest,

(c) a fixed charge on all of the following assets, whether at the date of the Charge or thereafter belonging to the Company

(1) the freehold and leasehold properties of the Company not effectively mortgaged under clauses 4 1(a) and 4 1(b) of the Charge including such as may at the date of the Charge or thereafter be acquired,

(11) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgages under clauses 4 1 (a) and 4.1(b) of the Charge and all spare parts, replacements, modifications and additions for or to the same,

(111) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,

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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

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 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



X

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

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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

Company name

Leumi ABL Limited

Address

126 DYKE RD

Post town

BRIGHTON

County/Region

Postcode

BN1 3TE

Country

DX

Telephone



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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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>(iv) all Equipment (if any) listed in Schedule 4 to the Charge and the benefit of all contracts and warranties relating to the same,</p> <p>(v) all Equipment, (other than Equipment specified in Schedule 4 to the Charge), and the benefit of all contracts and warranties relating to the same,</p> <p>(vi) all the Company's goodwill, unpaid and/or uncalled capital,</p> <p>(vii) all the Company's Intellectual Property,</p> <p>(viii) all the Company's Securities,</p> <p>(ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of its Group,</p> <p>(x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986</p> <p>(d) a fixed charge upon all or any of the following assets, whether in existence at the date of the Charge or coming into existence thereafter</p> <p>(i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Leumi,</p> <p>(ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</p> <p>(iii) any account in the Company's name under Leumi's control or operated in accordance with Leumi's directions</p> <p>(e) a fixed charge on all the Company's Non-Vesting Receivables, at the date of the Charge or thereafter,</p> <p>(f) a fixed charge on the Company's Other Receivables, at the date of the Charge or thereafter;</p> <p>By clause 4 2 of the Charge, the Company, with full title guarantee, charges to Leumi by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both at the date of the Charge and thereafter other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 4 1(a) to 4 1(f) of the Charge or otherwise pursuant to the Charge but including (without limitation and whether or not so effectively charged) any of the Company's property and assets situated in Scotland</p>

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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>By clause 5 of the Charge, the Company agrees with Leumi that, whilst the Charge exists, the Company</p> <p>(a) will deal with the Non-Vesting Receivables and their Associated Rights as if they were Receivables and their Associated Rights purchased by Leumi under the Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Agreement,</p> <p>(b) will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges in the Charge, except by way of sale at full value in the ordinary course of its business being carried on at the date of the Charge,</p> <p>(c) will not sell, transfer, lease, license or dispose of the Mortgaged Property subject to the fixed charges in the Charge without Leumi's prior written consent but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance,</p> <p>(d) will collect the Company's Other Receivables in the ordinary course of its business as agent for Leumi in a proper and efficient manner and pay into such account as Leumi may from time to time specify all moneys which the Company may receive in respect of the Other Receivables forthwith on receipt, the Company acknowledges that it may not, without Leumi's prior written consent, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Other Receivables or waive the Company's right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof;</p> <p>(e) in addition to any other restrictions contained in clause 5 1 of the Charge will only deal with the Equipment subject to the charge contained in clause 4 1(c)(iv) of the Charge on the following terms</p> <p>(i) will not dispose, lease or otherwise deal with such Equipment until the Company has applied for Leumi's consent in the form set out in Part 1 of Schedule 5 to the Charge, and received consent in the form set out in Part 2 of Schedule 5 to the Charge, and</p> <p>(ii) will pay any monies received from the disposition, leasing or other dealing permitted by Leumi in accordance with paragraph (a) above into such bank account under Leumi's control as Leumi may specify or as otherwise directed by Leumi,</p> <p>(g) will not, charge, sell, discount, factor, dispose of or, except in accordance with the Charge, otherwise deal with the Company's Other Receivables unless the Company has Leumi's prior written consent,</p> <p>(h) (without prejudice to clauses 5 1(b) and 5 1(c) of the Charge, will not sell, transfer, lease licence, part with possession or dispose of or grant any interest in or relating to the Company's goodwill including (without limitation) diverting or encouraging the diversion of any sales following orders from customers, to any of the Company's Subsidiaries or the Company's holding company (as defined in section 1159 of the Companies Act 2006) or any of its associates (as defined in section 435 of the Insolvency Act 1986) or any other party,</p>

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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>(i) if the Company is a limited company, will not reduce its issued share capital, nor write off or release any part of such capital which is uncalled</p> <p>By clause 6 1, the Company agrees that, at all times during the continuance of the Charge, the Company</p> <p>(a) will carry on its business in a proper and efficient manner and will not make any material alteration to its business, constituting a change from that carried on at the date of the Charge,</p> <p>(b) will not exercise the powers of leasing or accepting surrenders of leases, conferred on a mortgagee in possession by Sections 99 and 100 of the Law & Property Act 1925, or any other powers of leasing or accepting surrenders of leases, without Leumi's prior written consent,</p> <p>(c) will not do or allow anything to be done on the Company's freehold or leasehold property which shall be treated as a development or a change of use within the meaning of the Town and Country Planning Acts unless Leumi's prior written consent has been obtained,</p> <p>(d) will not infringe the Town and Country Planning Acts in any way which prejudices Leumi's security over the Mortgaged Property,</p> <p>(e) will not permit any person to become entitled to any proprietary right or interest which might affect the value of the assets subject to the fixed charges herein</p> <p>By clause 7 1 of the Charge, at Leumi's request, the Company will at its cost immediately sign, seal, execute, deliver and perfect all deeds and instruments and do all such other acts and things as Leumi or any Receiver appointed pursuant to the Agreement may require in order to perfect or enforce the Charge or to use the powers given to each of them in the Charge or to enforce the Company's obligations and/or Leumi's rights under the Charge</p> <p>By clause 7 2 of the Charge, the Company will, if called upon by Leumi, execute a legal or equitable assignment of any part of the Mortgaged Property, in such terms as Leumi may require. The Company will then give notice of such assignment to such persons as Leumi may specify and take such other steps as Leumi may require to perfect such assignment</p> <p>By clause 20 2 (j) of the Charge, the Company undertakes that no Encumbrances (other than a general lien in the ordinary course of business ranking in priority to or pari passu with the charges created by this Charge will arise after the date of this Charge over the Mortgaged Property</p> <p>DEFINITIONS</p> <p>"Agreement" - means any receivable finance agreement or other agreement for the sale and purchase of Receivables and/or any other type of agreement between the Company and Leumi (including without limitation the agreements, details of which are set out in Schedule 1 of the Charge) from time to time, and any amendments or alterations to it or them and any replacements for or supplements to the same, from time to time</p> <p>"Associated Rights" - has the same meaning as in the Agreement</p>

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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>"Encumbrance" – means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement, or any right conferring a priority of payment</p> <p>"Enforcement Date" – means the date on which</p> <ul style="list-style-type: none"> (a) Leumi receive from any person notice of intention to appoint an Administrator, (b) the Company request Leumi to appoint an Administrator or any Receiver, (c) a petition is filed for the appointment of an Administrator in respect of the Company, (d) an application is made for the appointment of an Administrator in respect of the Company, (e) an application is made for an administration order in respect of the Company, (f) an Administrator is appointed in relation to the Company, or (g) a winding up order has been made or a resolution for winding up has been passed or a provisional liquidator has been appointed in respect of the Company <p>"Equipment" - means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP</p> <p>"Fixtures" - means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law</p> <p>"Group" – means in relation to any company, that company, its Subsidiaries, its holding company (as defined in Section 1159 of the Companies Act 2006) and the Subsidiaries of that holding company</p> <p>"Intellectual Property" – means all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world</p> <p>"Moratorium" – means a moratorium coming into effect pursuant to Schedule A1 of the Insolvency Act 1986 or pursuant to paragraph 1A of Schedule 1 to the Insolvent Partnerships Order 1994</p> <p>"Mortgaged Property" – means the subject matter of the mortgages and charges (or any part of them, if the context so allows) created by the Charge and set out at clause 4 of the Charge</p> <p>"Non Vesting Receivables" – means all or any Receivables purchased or purported to be purchased by Leumi pursuant to the Agreement but which fail to vest absolutely and effectively in Leumi for any reason, together with the Associated Rights to such Receivables</p>	

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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>"Other Receivables" - all sums due and owing or accruing due and owing to the Company whether or not on account of the Company's trading both present and future except (a) Non-Vesting Receivables, and (b) any Receivables whilst they remain absolutely and effectively vested in or held on trust for Leumi under the Agreement and whether such vesting results from a legal or equitable assignment</p> <p>"Property" - means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires</p> <p>"Receivables" - has the same meaning as in the Agreement</p> <p>"Receiver" - includes a receiver and/or manager not being an administrative receiver (as defined in Section 29(2) of the Insolvency Act 1986) of the Receivership Property</p> <p>"Receivership Property" - means such part or parts of the Mortgaged Property not being the whole or substantially the whole of the Company's property and assets within the meaning of section 29(2) of the Insolvency Act 1986</p> <p>"Remittances" - means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement</p> <p>"Secured Liabilities" - means both the Secured Monies and the obligations and liabilities in clause 3.1 of the Charge</p> <p>"Secured Monies" - means all the monies which at the date of the Charge or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Leumi in any manner and for any reason on any account, Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Receivables or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof, Secured Monies also means any of the following items, whether now or in the future (a) all monies due or payable under the Agreement (if any) or by virtue of any guarantee or indemnity given by the Company to Leumi, (b) all advances which Leumi have made or shall make to the Company, (c) any indebtedness at the date of the Charge or thereafter to be incurred by Leumi for the Company or at the Company's request, including all monies which Leumi shall pay or become liable to pay for or on account of the Company or any other person at the Company's request or order or under the Company's authority, either alone or jointly with any other person and whether or not by any of the following</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) Leumi making direct advances, or</p> <p>(ii) Leumi drawing, accepting, endorsing, paying or discounting any Remittance, or</p> <p>(iii) Leumi entering into any bond, guarantee, indemnity or letter of credit, or</p> <p>(iv) Leumi confirming orders, or</p> <p>(v) Leumi otherwise accepting any other liability for the Company or on the Company's behalf,</p> <p>(d) all monies which Leumi can charge to the Company and all costs charges and expenses incurred by Leumi following default in payment of any such monies or of breach by the Company of any of the provisions of the Charge</p> <p>(e) the charges of surveyors and/or solicitors instructed by Leumi in connection with any part of the Mortgaged Property</p> <p>(f) all costs and charges and expenses which Leumi may from time to time incur in</p> <p>(i) stamping, perfecting, registering or enforcing this security, or</p> <p>(ii) the negotiations for the preparation and execution of the Charge, and the Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or</p> <p>(iii) obtaining payment or discharge of Secured Monies, or</p> <p>(iv) paying any rent, rates, taxes or outgoings for the Mortgaged Property, or</p> <p>(v) insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property, or</p> <p>(vi) the preservation or exercise of any rights under or in connection with the Charge or any attempt to do so, or</p> <p>(vii) giving a discharge or release of this security, or</p> <p>(viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with the Charge with the intention that Leumi shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by Leumi for the Secured Monies,</p> <p>(g) all monies expended by any attorney appointed under clause 7 3 of the Charge in exercising his powers,</p> <p>(h) interest on all monies due and owing to Leumi at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto</p> <p>"Securities" – means all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof</p> <p>"Subsidiary" - means</p> <p>(a) a subsidiary within the meaning of Section 736 of the Companies Act 1985, and</p> <p>(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6749864
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FULL FORM DEBENTURE DATED
13 MAY 2010 AND CREATED BY TRIMITE POWDER LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LEUMI ABL 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 14 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2010



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES