

MG01

Particulars of a mortgage or charge

454553/13  
IRIS Laserform

**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

X **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



\*A204DYEB\*

A10

15/01/2013

#181

COMPANIES HOUSE

**1 Company details**

Company number 0 7 7 9 5 5 8 5

Company name in full ESW Business Advisors Limited (the "Chargor")

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 d0 d9 m0 m1 y2 y0 y1 y3

**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 Chattel Mortgage dated 09 January 2013 made between the Chargor and  
County Asset Finance Limited (the "Chargee") (the "Chattel Mortgage")

**4 Amount secured**

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

Amount secured Any and all of the obligations of Ridgeway Glazing  
Limited (company number 02638704, whose registered  
office is at Unit 26, The Glenmore Centre, Marconi  
Drive, Waterwells Business Park, Quedgeley,  
Gloucester, GL2 2AP) (the "Borrower") (whether or  
not for the payment of money, and including any  
obligation to pay damages for breach of contract)  
which are or may become payable to the Chargee on  
any current or other account or otherwise in any  
manner whatsoever including pursuant to any Finance  
Document and/or all other obligations secured under  
the Chattel Mortgage (the "Secured Obligations")

**Continuation page**

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

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**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 County Asset Finance Limited

Address 11 Midland Court, Central Park, Leicester Road

Lutterworth

Postcode L E 1 7 4 P 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

**Secured Property**

The Regenerative Thermal Oxidiser 90/93 with Specification Number TP0628 (and, where the context permits, any item of the foregoing) together with all replacements, renewals and component parts thereof and all additions and accessories thereto which form an integral part thereof (the "Equipment") and all of the right, title, interest and benefit of the Chargor (present and future, actual and contingent) in and to

- a) any warranties given by any manufacturer, supplier or other person in relation to the Equipment, and
- b) any agreement for the repair, overhaul, modification, maintenance or servicing of or to the Equipment, and
- c) the Insurances

together, (the "Secured Property")

**Charge and Assignment**

Pursuant to clause 2.2 of the Chattel Mortgage, in consideration of the Chargee agreeing to make the Facility available to the Borrower upon the terms and conditions of the Facility Agreement and as a continuing security for the due and punctual performance and discharge of the Secured Obligations, the Chargor, with full title guarantee, has charged to the Chargee by way of first fixed charge and assigned to the Chargee absolutely by way of mortgage, the Secured Property

**Negative Undertaking**

Pursuant to clause 7 (a) of the Chattel Mortgage the Chargor has undertaken and agreed with the Chargee throughout the Security Period that it will not create or attempt or agree to create or permit or suffer to exist any Security Interest over all or any part of the Secured Property

(continued.)

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## 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 DWF LLP

X

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

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## 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 Agata Platek (N27541-17)

Company name DWF LLP

Address 1 Scott Place

2 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A A

Country

DX DX 14313 Manchester

Telephone 0161 603 5000 (ext 5418)



### 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)**

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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

(continued )

#### Undertakings

Pursuant to clause 7 of the Chattel Mortgage, the Chargor has undertaken and agreed with the Chargee throughout the Security Period that it will not sell, transfer or assign, any part of the Secured Property or deal with or otherwise dispose of the Equipment

#### Power of Attorney

Pursuant to clause 17 of the Chattel Mortgage, the Chargor, by way of security, irrevocably appointed the Chargee and any persons deriving title under it, every Receiver and every Delegate jointly and severally to be its attorney (with full power of substitution) and in its name or otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which such attorney shall think proper or expedient for carrying out any obligations imposed on the Chargor under the Chattel Mortgage or for exercising any of the powers conferred by the Chattel Mortgage or for giving to the Chargee the full benefit of the Chattel Mortgage and so that this appointment shall operate to authorise such attorney to do on behalf of the Chargor anything it can lawfully do by an attorney. The Chargor ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do

#### Further Assurances

Pursuant to clause 18 1 of the Chattel Mortgage, the Chargor agreed that at any time and from time to time upon the written request of the Chargee it will promptly and duly execute and deliver any and all such further instruments and documents as the Chargee may deem desirable for the purpose of obtaining the full benefit of the Chattel Mortgage and of the rights and powers granted in the Chattel Mortgage

Pursuant to clause 18 2 of the Chattel Mortgage, the obligations of the Chargor under clause 18 of the Chattel Mortgage shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Chattel Mortgage by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

#### Assignment

Pursuant to clause 19 6 of the Chattel Mortgage, the Chargee may assign and/or transfer any or all of its rights and obligations under the Chattel Mortgage. The Chargor shall not assign or transfer any of its rights or obligations under the Chattel Mortgage

#### Definitions

"Delegate" means any delegate or sub-delegate appointed pursuant to clause 10 2 of the Chattel Mortgage,

"Facility" a loan facility made available by the Chargee to the Borrower upon and subject to the terms of the Facility Agreement,

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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

- "Facility Agreement"** means a loan agreement dated on or about the date of the Chattel Mortgage and made between the Borrower as borrower and the Chargee as lender,
- "Finance Documents"** means the Facility Agreement, the Chattel Mortgage and any other document designated as such by the Chargee and the Chargor or the Borrower,
- "Insurances"** means any and all contracts or policies of insurance and reinsurance required to be effected and maintained under the Chattel Mortgage,
- "Receiver"** means any receiver, manager or other receiver or similar officer appointed by the Chargee in respect of the Secured Property and shall, if allowed by law, include an administrative receiver,
- "Security Interest"** means any mortgage, charge, pledge lien or other security interest securing any obligation of any person or any other agreement having similar effect, and
- "Security Period"** means the period beginning on the date of the Chattel Mortgage and ending on the day on which all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full



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

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

COMPANY NO. 7795585  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 9  
JANUARY 2013 AND CREATED BY ESW BUSINESS ADVISORS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM RIDGEWAY GLAZING LIMITED TO COUNTY ASSET  
FINANCE 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 15 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY  
2013



**Companies House**

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES