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In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

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 register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

THURSDAY



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A15

12/04/2012

#401

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>		For official use
Company number	0	8 0 0 0 3 2 8	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	MANOR BUILDING SOLUTIONS LIMITED (The <b>Chargor</b> )		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	d0	d3 m0 m4 y2 y0 y1 y2	
<b>3</b>	<b>Description</b>		
	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 dated 3 April 2012 between the Chargor and Waterman Capital Limited (the <b>Lender</b> ) (the <b>Debenture</b> )		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	Please see attached continuation sheet.		

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**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	Waterman Capital Limited (118720C) (IOM)
Address	Murdoch House, North Shore Road, Ramsey, Isle of Man
Postcode	J M 8 3 D Y
Name	
Address	
Postcode	

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**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 Please see attached continuation sheet

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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

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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 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)

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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

CHFP025

03/11 Version 5.0

# 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	Andrew Little
Company name	Hill Dickinson LLP
Address	50 Fountain Street
Post town	Manchester
County/Region	
Postcode	M 2 2 A S
Country	UK
DX	DX 14487 Manchester 2
Telephone	0161 838 4969



### 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 [enquires@companieshouse.gov.uk](mailto:enquires@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

<b>4</b>	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p><b>Secured Liabilities</b> means both the Secured Obligations and the obligations and liabilities in Covenant to Pay (below),</p> <p><b>Secured Obligations</b> means all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Chargor to the Lender in any manner and for any reason on any account; Secured Obligations include all such monies due by the Chargor, 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 debts 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 Obligations also means any of the following items, whether now or in the future</p> <ul style="list-style-type: none"> <li>(a) all monies due or payable under the Facility Agreement (if any) or by virtue of any guarantee or indemnity given by the Chargor to the Lender,</li> <li>(b) all advances which the Lender has made or shall make to the Chargor,</li> <li>(c) any indebtedness now or hereafter to be incurred by the Lender for or at the request of the Chargor, including all monies which the Lender shall pay or become liable to pay for or on account of the Chargor or any other person at the request or order of the Lender or under its authority, either alone or jointly with any other person and whether or not by any of the following             <ul style="list-style-type: none"> <li>(i) The Lender making direct advances, or</li> <li>(ii) The Lender drawing, accepting, endorsing, paying or discounting any Remittance, or</li> <li>(iii) The Lender entering into any bond, guarantee, indemnity or letter of credit, or</li> <li>(iv) The Lender confirming orders, or</li> <li>(v) The Lender otherwise accepting any other liability for or on behalf of the Chargor,</li> </ul> </li> <li>(d) all monies which the Lender can charge to the Chargor and all costs charges and expenses incurred by the Lender after default in payment of any such monies or of breach by the Chargor of any of the provisions of this deed,</li> <li>(e) the charges of surveyors and/or solicitors instructed by the Lender in connection with any part of the Mortgaged Property,</li> <li>(f) all costs and charges and expenses which the Lender may from time to time incur in</li> </ul>

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Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(i) stamping, perfecting, registering or enforcing this security, or</p> <p>(ii) the negotiations for the preparation and execution of this deed, or the Facility Agreement or any guarantee, indemnity, priority arrangement, waiver or consents in respect of them, or</p> <p>(iii) obtaining payment or discharge of Secured Obligations, 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 the preservation or exercise of any rights under or in connection with this deed or any attempt to do so, or</p> <p>(vi) giving a discharge or release of this security, or</p> <p>(vii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed</p> <p>with the intention that the Lender 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 the Lender for the Secured Obligations,</p> <p>(g) all monies expended by any attorney appointed under clause 6.3 in exercising his powers,</p> <p>(h) interest on all monies due and owing to the Lender at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto,</p> <p><b>Covenant to Pay</b></p> <p>The Chargor agrees with the Lender</p> <p>1.1 to pay the Secured Obligations, which are now or shall be due, owing and payable to the Lender, in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Chargor's indebtedness to the Lender, including those under the Facility Agreement, and</p> <p>1.2 to discharge all obligations and liabilities, whether actual, accruing or contingent, now or in future due, owing or incurred to the Lender by the Chargor, 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</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="349 439 1002 468">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="349 483 719 512"><b>1 CHARGING PROVISIONS</b></p> <p data-bbox="437 539 1439 622">1 1 As security for the payment of the Secured Obligations, the Chargor with full title guarantee now gives the following mortgages and charges in favour of the Lender namely</p> <p data-bbox="541 649 1439 705">1 1 1 a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Chargor,</p> <p data-bbox="541 732 1439 788">1 1 2 a fixed charge on all of the following assets, whether now or in future belonging to the Chargor</p> <p data-bbox="349 815 1439 871">1 1 2 1 the freehold and leasehold properties of the Chargor not effectively mortgaged under clause 1 1 including such as may hereafter be acquired,</p> <p data-bbox="349 898 1439 981">1 1 2 2 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 mortgage under clause 1 1 1 and all spare parts, replacements, modifications and additions for or to the same,</p> <p data-bbox="349 1008 1439 1120">1 1 2 3 any other freehold and leasehold property which the Chargor 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,</p> <p data-bbox="349 1146 1439 1202">1 1 2 4 all plant and machinery and other equipment and all spare parts, replacements, modifications and additions for or to the same,</p> <p data-bbox="349 1229 1439 1285">1 1 2 5 all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same,</p> <p data-bbox="349 1312 1439 1346">1 1 2 6 all goodwill, unpaid and/or uncalled capital of the Chargor,</p> <p data-bbox="349 1373 1439 1406">1 1 2 7 all of the Chargor's Intellectual Property,</p> <p data-bbox="349 1433 1439 1467">1 1 2 8 all the Chargor's Securities,</p> <p data-bbox="349 1494 1439 1550">1 1 2 9 all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Chargor's Group,</p> <p data-bbox="541 1576 1439 1635">1 1 3 a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in future</p> <p data-bbox="660 1662 1439 1767">1 1 3 1 all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Lender,</p> <p data-bbox="660 1771 1439 1854">1 1 3 2 the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</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>1 1 3 3 all monies in the bank account of the Chargor,</p> <p>1 1 4 a floating charge on the remainder of the undertaking, property rights and assets of the Chargor whatsoever and wheresoever, both present and future, not subject to the above charges</p> <p><b>2 CHARGOR'S OBLIGATIONS</b></p> <p>2 1 The Chargor agrees with the Lender that, whilst this security exists, it</p> <p>2 1 1 will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges herein, except by way of sale at full value in the ordinary course of its business now being carried on,</p> <p>2 1 2 will not sell, transfer, lease, license or dispose of the Mortgaged Property subject to the fixed charges herein without the prior written consent of the Lender 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><b>3 FURTHER ASSURANCE AND POWER OF ATTORNEY</b></p> <p>3 1 At the Lender's request, the Chargor will immediately sign, seal, execute, deliver and perfect all deeds and instruments and do all such other acts and things as the Lender or any Receiver or Administrator appointed hereunder may require in order to perfect or enforce this security or to use the powers given to each of them in this deed or to enforce the obligations of the Chargor and/or the rights of the Lender under this deed</p> <p>3 2 The Chargor will, if called upon by the Lender, execute a legal or equitable assignment of any part of the Mortgaged Property, in such terms as the Lender may require. The Chargor will then give notice of such assignment to such persons as the Lender may specify and take such other steps as the Lender may require to perfect such assignment</p> <p><b>DEFINITIONS AND INTERPRETATION</b></p> <p>1 1 In this Debenture any words whose meaning is defined in the Facility Agreement shall have the same meaning</p> <p>1 2 In this Debenture the following words shall have the meaning set out after each of them</p> <p><b>Act of Default</b> means in relation to the Chargor - any event set out in clause 8 1 of the Facility Agreement,</p> <p><b>Encumbrance</b> means any mortgage, charge, pledge, lien, assignment, hypothecation, security</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>interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement,</p> <p><b>Environmental Laws</b> means all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including without limitation the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or the rectification thereof or any related matters,</p> <p><b>Environmental Licence</b> means any permit, licence, authorisation, consent or other approval required by any Environmental Law,</p> <p><b>Facility Agreement</b> means the facility agreement dated 3 April 2012 issued by the Lender and accepted by and on behalf of the Chargor for the provision of a term loan in the principal sum of £1,000,000 to the Chargor,</p> <p><b>Group</b> means in relation to any company, that company, the company and its Subsidiaries, its holding company (as defined in Section 1159 of the Companies Act 2006) and the Subsidiaries of that holding company,</p> <p><b>Insolvent</b> means the happening of any of the following events in relation to the Chargor</p> <ul style="list-style-type: none"> <li>(a) a distress or execution being levied on or issued against any of the Mortgaged Property,</li> <li>(b) entering or seeking to enter into any formal scheme of arrangement of its affairs or composition in satisfaction of its debts with its creditors in accordance with the Insolvency Act 1986,</li> <li>(c) taking any corporate action by the Chargor for its winding up, dissolution or reorganisation (otherwise than for the purposes of an amalgamation or reconstruction while solvent on terms previously approved in writing by the Lender) or for the appointment of a receiver, administrator, trustee or similar officer to it or in respect of all or any part of its revenue or assets,</li> <li>(d) a petition being presented or an order being made for the winding up of the Chargor,</li> <li>(e) an administration order being made or applied for,</li> <li>(f) a meeting of creditors being called for winding up the Chargor or for any other purpose referred to in the Insolvency Act 1986,</li> <li>(g) a statutory demand under the Insolvency Act 1986 being served,</li> <li>(h) an encumbrancer taking possession of any part of the undertaking or property of the Chargor or a Receiver or Administrator being appointed</li> </ul>

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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>over it,</p> <ul style="list-style-type: none"> <li>(i) entering into any informal arrangement or composition with or for the benefit of the Chargor's general body of creditors,</li> <li>(j) being unable to pay its debts as they become due,</li> <li>(k) being deemed insolvent under the Insolvency Act 1986,</li> </ul> <p><b>Intellectual Property</b> 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, knowhow, 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><b>Receiver or Administrator</b> includes a receiver or administrator as defined in the Law of Property Act 1925, the Insolvency Act 1986 and the Enterprise Act 2002 or a receiver or administrator of part only of the property of the Company or a receiver or administrator only of the income arising from such property or from part of it,</p> <p><b>Remittances</b> 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 form of payment or engagement,</p> <p><b>Securities</b> 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 Chargor 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>



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

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

**COMPANY NO. 8000328  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 APRIL 2012  
AND CREATED BY MANOR BUILDING SOLUTIONS LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO WATERMAN CAPITAL 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 12 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES