

MR01
Particulars of a charge



300301/13

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

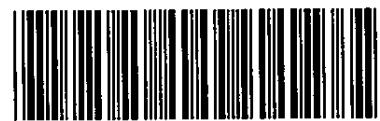
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

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 the form is 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



A33J9NJC

A06

12/03/2014

#254

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 0 8 1 1 1 6 8 2
Company name in full BRIGHTSIDE ROOFING 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 d 1 1 m 0 3 y 2 0 y 1 4 ✓

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 FOUNDATION EAST LIMITED ✓

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

MR01
Particulars of a charge

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	DEBENTURE	
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
✓	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MR01 - continuation page

Particulars of a charge

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	
Description	<p>1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company</p> <p>2 By way of fixed charge -</p> <ul style="list-style-type: none"> (i) all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1, (ii) all the plant machinery and fixtures and fittings of the Company present and future, (iii) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business, (iv) all the goodwill and uncalled capital of the Company present and future, (v) all stocks shares and other securities of the Company present and future, (vi) all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting any of the charged property, (vii) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party, (viii) all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them, (ix) all funds standing to the credit of the Company from time to time on any account with any bank or financial institution <p>3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture</p> <p>Note 1- The Debenture contains covenants by the Company with the Lender -</p> <ul style="list-style-type: none"> (a) Not without the previous written consent of the Lender to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business (b) Not without the previous written consent of the Lender to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it (c) Not to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts and other debts by means of block discounting, factoring or the like and until payment to hold the same on trust for the Lender <p>Note 2 The Debenture gives the Lender power to appoint an Administrative Receiver</p>	

MR01

Particulars of a charge

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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 MR06)

9

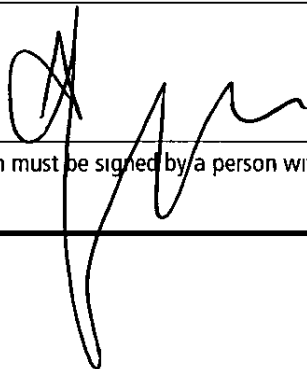
Signature

Please sign the form here

Signature

Signature

X



X

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

MRO1

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 **ASHA WYSOCKA**

Company name **FOUNDATION EAST LIMITED**

Address **SAXON HOUSE**

7 HILLSIDE ROAD

Post town **BURY ST EDMUNDS**

County/Region **SUFFOLK**

Postcode **I P 3 2 7 E A**

Country **ENGLAND**

DX

Telephone **01284 75 77 77**

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: 8111682

Charge code: 0811 1682 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2014 and created by BRIGHTSIDE ROOFING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2014.

2

Given at Companies House, Cardiff on 14th March 2014

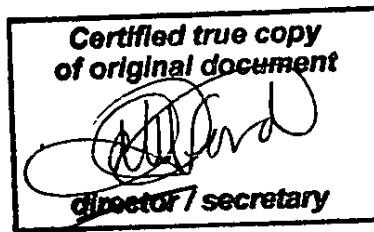


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Foundation East Limited



Debenture

Date:

11th March 2014

Definitions

Lender: Foundation East Limited of Saxon House, 7 Hillside Business Park, Kempson Way, Bury St Edmunds, Suffolk, IP32 7EA

Company: Company name Brightside Roofing Limited
Company number 08111682
Registered Office Office 6, First Floor, Amphenol Antenna Solutions HQ, Rutherford Drive, Wellingborough, Northamptonshire, NN8 6AX

Company's Obligations: All monies and liabilities which are now or shall at any time be due owing or incurred by the Company's liabilities to the Lender of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Interest: Interest at the rate(s) charged to the Company by the Lender from time to time

Property: The whole and any part of the undertaking property and assets of the Company charged by Clause 1

Required Currency: The currency or currencies in which the Company's Obligations are expressed from time to time

Charge

- 1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Lender as continuing security -

-
- 1 1 **By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company**
- 1 2 **By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1 1**
- 1 3 **By way of fixed charge all the plant machinery and fixtures and fittings of the Company present and future**
- 1 4 **By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business**
- 1 5 **By way of fixed charge all the goodwill and uncalled capital of the Company present and future**
- 1 6 **By way of fixed charge all stocks shares and other securities of the Company present and future**
- 1 7 **By way of fixed charge all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the Property**
- 1 8 **By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party**
- 1 9 **By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them**
- 1 10 **By way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or financial institution or organisation**
- 1 11 **By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed**
- 1 12 **By way of priority over the repayment of all director investment and or loans**

Restrictions

- 2 1 **The Company will not without the previous written consent of the Lender -**
- 2 1 1 **Create** or permit to arise any mortgage charge or lien on the Property
- 2 1 2 **Dispose** of the Property charged by Clauses 1 1 to 1 10 inclusive
- 2 1 3 **Deal** with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like
- 2 1 4 **Dispose** of the Property charged by Clause 1 11 other than in the ordinary course of business
-

- 2 1 5 **Grant** or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it

Insurance

- 3 1 **The** Company will keep comprehensively insured to the Lender's reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement cost and in default the Lender may enter and effect such insurance (without becoming liable to account as mortgagee in possession)
- 3 2 **The** Company will hold in trust for the Lender all money received under any insurance of the Property and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations

Deeds Securities

- 4 1 **The** Company will from time to time deposit with the Lender all insurance policies (or where the Lender agrees copies of them) deeds and documents of title relating to the Property

Repair and Alteration

- 5 1 **The** Company will keep the Property charged by Clauses 1 1 to 1 4 inclusive in good condition and in default the Lender may enter and effect repairs (without becoming liable to account as mortgagee in possession)
- 5 2 **The** Company will not without the prior written consent of the Lender make any alteration to the Property charged by Clauses 1 1 and 1 2 which would require Planning Permission or approval under any Building Regulations

Notice of Crystallisation

- 6 **The** Lender may by written notice to the Company convert the floating charge into a fixed charge as regards any of the Property specified in the notice

Powers of the Lender

- 7 1 **The** Lender may without restriction grant or accept surrenders of leases of the Company's freehold and leasehold property or any part of it
- 7 2 **Section 103** of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 7 3 **The** Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration
- 7 4 **All** or any of the powers conferred on a Receiver by Clause 8 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment

- 7 5 **The** Lender will not be liable to account to the Company as mortgagee in possession for any money not actually received by the Lender
- 7 6 **Section 93(1)** of the Law of Property Act 1925 shall not apply to this deed
- 7 7 **In** addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set off the whole or any part of the Company's Obligations against any deposit or credit balance on any account of the Company under the control of the Lender (whether or not that deposit or balance is due to the Company)
- 7 8 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Company under the control of the Lender that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Company before all the Company's Obligations have been discharged but the Lender may without prejudice to this deed permit the Company to make withdrawals from time to time
- 7 9 **The** Lender may exchange or convert to the Required Currency any currency held or received

Receivers

- 8 1 **Any** Receiver appointed by the Lender shall be a Receiver and Manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally -
- 8 1 1 **To** take possession of and generally manage the Property and any business of the Company
- 8 1 2 **To** carry out on any freehold or leasehold property of the Company any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 8 1 3 **To** purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- 8 1 4 **To** sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land
- 8 1 5 **To** carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company
- 8 1 6 **To** take continue or defend any proceedings and enter into any arrangement or compromise
- 8 1 7 **To** insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 8 1 8 **To** call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls
- 8 1 9 **To** employ advisers consultants managers agents workmen and others

- 8.1.10 **To** purchase or acquire materials tools equipment goods or supplies
- 8.1.11 **To** borrow any money and secure the payment of any money in priority to the Company's Obligations for the purpose of the exercise of any of his powers
- 8.1.12 **To** do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property
- 8.2 **A** Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

Power of Attorney

- 9 **The** Company irrevocably appoints the Lender and any Receiver severally to be the Attorney of the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers

Appropriation

- 10.1 **Subject** to Clause 10.2 the Lender may appropriate all payments received for the account of the Company in reduction of any part of the Company's Obligations as the Lender decides
- 10.2 **The** Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Company's Obligations outstanding at the time of receiving such notice

Preservation of other Security and Rights and Further Assurance

- 11.1 **This** deed is in addition to any other security present or future held by the Lender for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender
- 11.2 **The** Company will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Property the Company's Obligations

Memorandum and Articles of Association

- 12 **The** Company certifies that this deed does not contravene the Company's Memorandum and Articles of Association

Notices

- 13 1 **Any** notice or demand by the Lender may be served personally on any director or the secretary of the Company or may be sent by post or fax or delivered to the Company at the Company's address last known to the Lender
- 13 2 **A** notice or demand by the Lender by post shall be deemed served on the day after posting
- 13 3 **A** notice or demand by the Lender by fax shall be deemed served at the time of sending

Governing Law

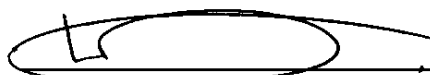
- 14 **This** deed shall be governed by and construed in accordance with English law and the Company submits to the exclusive jurisdiction of the English courts

Interpretation


- 15 1 **The** expressions "Company" and "Lender" where the context admits include their respective successors in title and assigns
- 15 2 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 15 3 **References** to the "Property" include any part of it
- 15 4 **References** to freehold and leasehold property include all covenants and rights affecting or concerning the same
- 15 5 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

Signed and Delivered as a deed by)
the Company acting by a director)
and its secretary or two directors)
or one director in the presence of a)
witness)

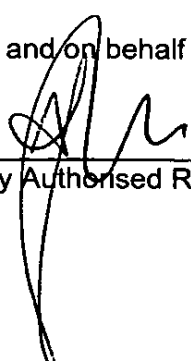
* 

Director

* 

Secretary/Director/Witness

For and on behalf of the Lender



Duly Authorised Representative