

MG01

Particulars of a mortgage or charge

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A fee is payable with this form.

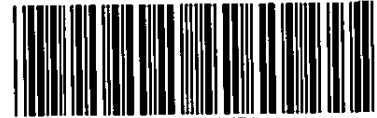
We will not accept this form unless you send the correct fee.

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

THURSDAY



A263NKYB

A10

11/04/2013

#259

COMPANIES HOUSE

1	Company details	For official use
Company number	8 4 6 3 1 8 7	→ Filling 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	AXMINSTER CARPETS (2013) LIMITED (the "Borrower")	
2	Date of creation of charge	
Date of creation	05 04 2013	
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	All present and future monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may be due, owing or incurred by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal, guarantor, surety or otherwise and/or in any other capacity, and all the Borrower's other liabilities whatever to the Lender including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style, and whether under the Support Agreement (as defined below), the Supply Agreement (as defined below) or otherwise, See continuation page	Continuation page Please use a continuation page if you need to enter more details.

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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 H Dawson Sons and Company (Wool) Limited (the "Lender")

Address Mercury House, Essex Street, Bradford, West

Yorkshire

Postcode B D 4 7 P G

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

1. As a continuing security for the payment and discharge of the Secured Liabilities (as defined above):

(a) the Borrower with limited title guarantee charges to the Lender by way of first legal mortgage, the leasehold property known as factory premises at Gamberlake Axminster comprised in a lease for a term of 15 years dated the same date as this Deed made between (1) ACL Properties (2013) Limited and (2) the Borrower

(b) the Borrower with limited title guarantee charges to the Lender by way of first fixed charge:

(i) all Properties (as defined below) acquired by the Borrower in the future;

(ii) all present and future interests of the Borrower not effectively mortgaged or charged under the provisions referred to above in, or over, freehold or leasehold property;

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;

(iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset (as defined above), and all rights in connection with them;

(v) all its present and future goodwill;

(vi) all its uncalled capital;

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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

None

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



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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>together with interest and all commission, fees and legal and other costs, charges and expenses which the Lender or any Receiver (as defined below) may charge or incur in relation to the Borrower or the Debenture and the preparation, negotiation and creation of the Debenture and/or in relation to the Secured Assets (as defined below) and/or breach of any provision of, and the protection, realisation or enforcement of, the Debenture, in each case on a full indemnity basis and so that interest shall be calculated and compounded (as well after as before judgement and the right to such interest shall not merge in any judgement) (the "Secured Liabilities").</p> <p>"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets (as defined below) appointed by the Lender under clause 16 of the Debenture.</p> <p>"Secured Assets" means all the assets, property and undertaking for the time being subject to the Security Interests (as defined below) created by, or pursuant to, the Debenture</p> <p>"Security Interests" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.</p> <p>"Supply Agreement" means the supply agreement entered into on or around the date of the Debenture between the Borrower and the Lender for the supply of goods by the Lender to the Borrower.</p> <p>"Support Agreement" means the support agreement dated on or around the date of the Debenture between the Borrower and the Lender for the provision of certain facilities to the Borrower to be secured by the Debenture.</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>(vii) all the Equipment (as defined below); (viii) all the Intellectual Property (as defined below); (ix) all the Book Debts (as defined below), (x) all the Investments (as defined below); and (xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account (as defined below)), (c) the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy (as defined below), including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and (d) the Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to the other provisions of the Debenture, as referred to above.</p> <p>"Book Debts" means all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.</p> <p>"Designated Account" means any account of the Borrower nominated by the Lender as a designated account for the purposes of the Debenture.</p> <p>"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.</p> <p>"Insurance Policy" means each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).</p> <p>"Intellectual Property" means the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.</p> <p>"Investments" means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any:</p> <p>(a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.</p> <p>"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (including, but not limited to, the properties</p>

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

specified in Schedule 1 to the Debenture and referred to above), and
Property means any of them.

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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 Karen Surridge

Company name Schofield Sweeney LLP

Address Springfield House

76 Wellington Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 2 A Y

Country

OX 26409 Leeds Park Square

Telephone 0113 220 6270



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 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 MORTGAGE OR CHARGE**

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

**COMPANY NO. 8463187
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2013
AND CREATED BY AXMINSTER CARPETS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO H DAWSON SONS AND COMPANY (WOOL)
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
11 APRIL 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2013

A handwritten signature in black ink, consisting of a stylized 'S' or 'D' shape.



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**