

MG01

Particulars of a mortgage or charge



140640/78

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
company. To do this, please
use form MG01s

SATURDAY



A03 306
COMPANIES HOUSE For official use

1 Company details

Company number	0	0	9	0	0	9	1	8
Company name in full	Deane and Amos Group Limited (the "Company")							

7
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	d	0	d	5	m	0	m	7	y	2	y	0	y	1	y	1
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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: Cross Guarantee and Debenture (the "Debenture")

4 Amount secured

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

Amount secured: See Continuation Sheet 1

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 Cable Finance Limited ("Cable")

Address 88 Crawford Street, London

Postcode W 1 H 2 E J

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 See Continuation Sheet 2

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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

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 *Benwin Leighton Palmer LLP.* 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 Simon Bacchus

Company name Berwin Leighton Paisner LLP
Ref SBAC/IBEN/29193 00001

Address Adelaide House

London Bridge

Post town London

Country/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000

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

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Amount secured

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

Amount secured

All moneys, debts and liabilities from time to time due, owing or incurred by the Companies to Cable whatsoever or otherwise in any manner whatsoever, in each case:

- (a) whether present or future,
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, firm or style,
- (f) in whatsoever currency denominated, or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by Cable for or at the request of the Companies together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges (the "**Secured Liabilities**")

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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

1. By way of continuing security in favour of Cable for the payment and discharge of the Secured Liabilities, the Companies with full title guarantee hereby charges to Cable or assigns to Cable (as the case may be) the property set out below in the manner set out below (The assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only)
 - 1 1 By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture
 - 1 2 By way of first fixed charge the Property (except the Scheduled Property validly charged in Clause 1 1 above) and all Rights relating to such Property
 - 1 3 By way of first fixed charge, the Book Debts
 - 1 4 By way of first fixed charge, all the Intellectual Property owned, possessed or controlled by the Companies
 - 1 5 By way of first fixed charge, the Plant and Machinery
 - 1 6 By way of first fixed charge, the Shares and Derivative Assets
 - 1 7 By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Companies
 - 1 8 By way of first floating charge, all the undertaking and assets of the Companies whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Companies referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 1 1 (Scheduled Property) to 1 7 (Goodwill) (inclusive) of the Debenture) Such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act, the provisions of such paragraph applying to such floating charge
- 2 The covenants, agreements, obligations and liabilities of the Companies and Guarantors contained in the Debenture or implied on their part are joint and several and shall be construed accordingly
- 3 The Companies shall pay to Cable in respect of interest comprised in the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Companies) such interest at the rates and upon the terms from time to time agreed with Cable and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of Cable but without prejudice to the right of Cable to require payment of such interest when due
- 4 Conversion of floating charge
 - 4 1 Cable may by notice to the Companies convert the floating charge contained in the Debenture into a fixed charge as regards such Charged Property as Cable may specify (whether generally or specifically) in that notice (i) if it considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges, or (ii) on, or at any time following, the occurrence of an Event of Default (whether or not the Event of Default is continuing at the relevant time), or both
 - 4 2 If, without the prior written consent of Cable, the Companies creates any Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, the floating charge created by the Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs
- 4 Further Assurance

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6 Short particulars of all the property mortgaged or charged

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Short particulars

4 1 The Companies shall forthwith, at any time if so required by Cable, at its own expense execute and deliver to Cable such further legal or other mortgages, charges, assignments, securities, authorities and documents as Cable may in its discretion require of the whole or such part of the Charged Property as Cable may specify, in such form as Cable may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in Cable, the nominee of Cable or in any purchaser from Cable or the Receiver,

4 2 pending the execution and delivery of any such assignments, hold such Charged Property upon trust for Cable subject to the provisions of the Debenture, and

4 3 pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of the Debenture

5 The Companies shall not

5 1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest,

5 2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property,

5 3 permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,

5 4 do, cause or permit to be done anything which may in the opinion of Cable, in any way depreciate, jeopardise or otherwise prejudice the value to Cable (whether monetary or otherwise) of the whole or any part of the Charged Property, or

5 5 release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Debenture

6 The Debenture contains the following definitions

"Book Debts" means

(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Companies, and

(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

"Business Day" means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday in any part of the United Kingdom

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Companies from time to time mortgaged, charged or assigned to Cable pursuant to the Debenture

"Compan(y)(ies)" means each and all of Deane and Amos Group Limited, D&A Withey Limited, Deane & Amos Shopfitting Limited, Deane & Amos Aluminium Systems Limited, Deane & Amos Metal Work Limited and D&A Lovell Limited

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described

"Event of Default" means

(a) if the Companies fails to pay on the due date any money or to discharge any obligation or liability payable by it from time to time to Cable (unless such failure is caused by administrative error and payment is

6 Short particulars of all the property mortgaged or charged

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Short particulars

made within 3 Business Days of its due date) or to perform any obligation or liability of the Companies to Cable or if any representation warranty or undertaking from time to time made or deemed made to Cable by or on behalf of the Companies or by any third party (whether authorised or not) is or becomes incorrect or misleading in a material respect,

(b) if any step is taken or notice is filed or a petition is presented or an order made or a resolution passed or analogous proceedings are taken for appointing an administrator or administrative receiver or receiver or winding up the Companies or if a notice is issued convening a meeting for the purpose of passing any such resolution (save for the purpose of and followed within four months by an amalgamation or reconstruction not involving or arising out of insolvency and on terms previously approved in writing by Cable) or of complying with Section 656 of the Companies Act 2006,

(c) if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or otherwise enforces its security or a receiver is appointed of the whole or any part of the undertaking property assets revenues or rights of the Companies or if any Security Interest now or hereafter created by the Companies becomes enforceable,

(d) if any judgment or order made against the Companies is not complied with within seven days or if an execution distress sequestration or other process is levied or enforced upon or sued out against any part of the undertaking, property, assets, revenues or rights of the Companies,

(e) if the Companies stops payment or agrees to declare a moratorium with respect to all or any class of its debts or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 when they fall due or if a notice is issued convening a meeting of, or the Companies proposes or enters into any composition or arrangement with, the Companies' creditors generally or any class of its creditors,

(f) if the Companies without the prior consent in writing of Cable ceases or threatens to cease to carry on its business or any material part thereof,

(g) if any material part of the assets or revenues of the Companies is nationalised compulsorily acquired seized or appropriated or if any notice served upon the Companies with a view to forfeiture pursuant to Section 146 of the Law of Property Act 1925 is not complied with within the period specified,

(h) if any of the Facility Documents ends or ceases in any respect to have full force and effect or to be continuing or is terminated or becomes in jeopardy, invalid or unenforceable,

(i) if any licence authorisation consent or registration at any time necessary or desirable to enable the Companies to comply with its obligations to Cable or to carry on its business in the normal course shall be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect, and

(j) if control (as defined in Section 435(10) of the Insolvency Act 1986) or the power to take control of the Companies is acquired by any person or Companies or group of associates (as defined in such section) not having control of the Companies at the date hereof (unless with the prior consent in writing of Cable)

"Facility Documents" shall have the meaning ascribed to it in the facility agreements of even date made between (1) Cable and (2) Deane & Amos Shopfitting Limited and made between (1) Cable and (2) D & A Withey Limited

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Companies and deemed by law to be immovable property

"Guarantors" means any Company insofar only as it hereby covenants to pay or discharge monies, obligations or liabilities due, owing or incurred by any of the Companies other than itself to Cable and **"Guarantors"** and **"Guarantee"** shall be construed accordingly and the latter expression shall extend to every separate stipulation or agreement contained in Schedule 3 (Guarantee Provisions")

"Insolvency Act" means the Insolvency Act 1986.

"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing

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"Know-how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Companies and relating to its business, which is not in the public domain

"LPA" means the Law of Property Act 1925

"Nominees" means Cable, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of Cable from time to time

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Companies

"Permitted Security Interest" means

- (a) the security constituted by the Debenture,
- (b) liens arising by operation of law in the ordinary course of business, and
- (c) assets subject to lease, hire purchase or similar arrangements in the normal course of business

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Companies

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Companies, all proceeds of sale derived from such property and the benefit of all covenants to which the Companies is entitled in respect of such property

"Receiver" means any receiver appointed pursuant to the Debenture

"Rights" means all the Companies's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Companies's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Companies or any person deriving title from the Companies from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Companies has an interest)

"Scheduled Property" means all the property short particulars of which are set out in the Schedule (The Scheduled Property) (if any), including, without limitation, all Fixtures on such property

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any **"hold-back"** or **"flawed asset"** arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security

"Shares" means all stocks, shares and other securities for which the stock or share certificates or other documents of title have been deposited by the Companies with Cable or its Nominees or which are held to the order of Cable whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by Cable or its nominees for the purposes of creating security, safe custody, collection or otherwise



DT

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

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

COMPANY NO. 900918
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CROSS GUARANTEE AND
DEBENTURE DATED 5 JULY 2011 AND CREATED BY DEANE &
AMOS GROUP LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO CABLE FINANCE
LIMITED (CABLE) ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 9 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES