

MG01

Particulars of a mortgage or charge



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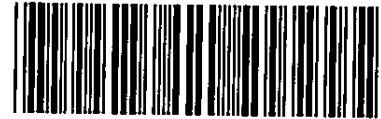
A fee is payable with this form.

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**  
You cannot use this for  
particulars of a charge  
company To do this, p  
form MG01s

THURSDAY



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A02

14/04/2011

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COMPANIES HOUSE

**1 Company details**

Company number 0 0 1 5 2 4 7 3

Company name in full Southernprint (Holdings) Limited (the "Obligor")

For annual use

→ **Filling 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 d6 m0 m4 y2 y0 y1 y1

**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 (the "Deed")

**4 Amount secured**

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

Amount secured

All the Obligor's liabilities to RBSIF (present, future,  
actual or contingent and whether incurred alone or  
jointly with another) ("Obligations") which included

1 1 Interest at the rate used to calculate the  
Discounting Charge charged by RBSIF, 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 the days selected by RBSIF

1 2 any expenses RBSIF or a receiver incurs (on a  
full indemnity basis and with Interest from the  
date of payment) in connection with

1 2 1 the Property charged by Clause 2 of the Deed

1 2 2 taking, perfecting, protecting, enforcing or  
exercising any power under the Deed

**Continuation page**

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

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## Particulars of a mortgage or charge

### 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 RBS Invoice Finance Limited ("RBSIF")

Address Smith House, PO Box 50, Elmwood Avenue, Feltham  
Middlesex

Postcode T W 1 3 7 Q D

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

Please see continuation pages

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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 DLA Super UK 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 Thomas Stansfield

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode EC2V 7EE

Country United Kingdom

DX DX 33866 Finsbury Square

Telephone 020 7796 6661



### 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	<p><b>1. Charge</b></p> <p>1 1 The Obligor, as a continuing security for its Obligations and with full title guarantee, gave to RBSIF</p> <p>1.1 1 a fixed charge over the following property of the Obligor, owned now or in the future</p> <p>1 1 1 1 all Land vested in or charged to the Obligor, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land</p> <p>1 1 1 2 all plant and machinery, including any associated warranties and maintenance contracts</p> <p>1 1 1.3 all the goodwill of the Obligor's business</p> <p>1 1.1 4 any uncalled capital</p> <p>1 1 1 5 all stock, shares and other securities held by the Obligor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.</p> <p>1 1 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.</p> <p>1.1.1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments</p> <p>1 2 1 a floating charge over all the other property, assets and rights of the Obligor owned now or in the future which are not subject to an effective fixed charge under the Deed or under any other security held by RBSIF</p> <p><b>2. Restrictions</b></p> <p>2 1 The Obligor will not, without RBSIF's consent.</p> <p>2 1 1 other than Permitted Security, permit or create any mortgage, standard security, charge or lien on the Property</p> <p>2 1 2 dispose of the Property charged by Clause 2 1 of the Deed</p> <p>2 1 3 dispose of the Property charged by Clause 2 2 of the Deed, other than in the ordinary course of business</p> <p>2 1 4 call on, or accept payment of, any uncalled capital</p> <p>2 1 5 deal with its book and other debts, except by collecting them in the ordinary course of its business In particular, the Obligor will not realise its book and other debts by means of invoice discounting or factoring arrangements</p> <p>2 1 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting</p> <p>2 1 7 dispose of, part with or share possession or occupation of any of its Land</p> <p><b>3. Property Undertakings</b></p> <p>3 1 The Obligor will</p> <p>3 1.1 permit RBSIF at any time to inspect the Property</p> <p>3 1 2 keep all Property of an insurable nature comprehensively insured (including if requested by RBSIF, terrorism cover) to RBSIF's reasonable satisfaction for its full reinstatement cost In default, RBSIF may arrange insurance at the Obligor's expense</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>3.1.3 hold on trust for RBSIF all proceeds of any insurance of the Property. At RBSIF's option, the Obligor will apply the proceeds in making good the relevant loss or damage, or to reduce the Obligor's Obligations</p> <p>3.1.4 where required by RBSIF, deposit with RBSIF all insurance policies (or copies where RBSIF agrees), and all deeds and documents of title relating to the Property.</p> <p>3 1 5 keep the Property in good condition</p> <p>3 1.6 not, without RBSIF's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations</p> <p>3.1.7 pay all the money the Obligor receives in respect of book and other debts into an account with RBSIF RBSIF may specify the relevant account</p> <p><b>4. Conversion of Floating Charge to Fixed Charge</b></p> <p>4 1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Obligor will not dispose of the affected Property without RBSIF's consent.</p> <p>4 2 The floating charge will become a fixed charge if an administrator of the Obligor is appointed</p> <p><b>5. Possession and Enforceability</b></p> <p>5 1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Obligor will continue in possession until RBSIF takes possession</p> <p>5 2 RBSIF may take possession and enforce the Deed if</p> <p>5 2 1 a Termination Event has occurred and is continuing</p> <p>5 2 2 the Obligor asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made</p> <p>5 2 3 a meeting is called or a petition is presented for liquidation of the Obligor.</p> <p>5 2 4 any security is enforced in respect of any assets of the Obligor</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>5.3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made.</p> <p>5 4 RBSIF will not be liable to account to the Obligor for any money not actually received by RBSIF.</p> <p><b>6. Appointment of Receiver or Administrator</b></p> <p>6 1 RBSIF may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Obligor</p> <p>6 2 Any receiver will be the Obligor's agent and the Obligor (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver RBSIF may fix and pay the receiver's fees and expenses at the expense of the Obligor</p> <p><b>7. Powers of RBSIF, an Administrator or Receiver</b></p> <p>7 1 RBSIF, an administrator or any receiver may.</p> <p>7 1.1 carry on the Obligor's business</p> <p>7 1 2 enter, take possession of, and/or generally manage the Property.</p> <p>7 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.</p> <p>7.1 4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land References to Land or Property include land or property that is purchased by RBSIF or a receiver under this power</p> <p>7 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land</p> <p>7 1 6 complete any transactions by executing any deeds or documents in the name of the Obligor</p> <p>7 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise</p> <p>7 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this</p> <p>7 1 9 if the Obligor is a company, call up any uncalled capital with all the powers conferred by the Obligor's articles of association</p> <p>7 1 10 if the Obligor is an LLP, call up any capital due from the Obligor's members with all the powers conferred by the members' agreement in relation to capital contributions</p> <p>7 1 11 employ advisers, consultants, managers, agents, workmen and others</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

- 7 1.12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
- 7 1 13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers
- 7 2 A receiver may borrow and secure the repayment of any money, in priority to the Obligor's Obligations
- 7 3 Joint receivers may exercise their powers jointly or separately
- 7.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law
- 7 5 RBSIF may exercise any of its powers even if a receiver has been appointed
- 7 6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property Otherwise RBSIF will only exercise those rights as instructed by the Obligor
- 7 7 RBSIF may set off any amount due from the Obligor against any amount owed by RBSIF to the Obligor RBSIF may exercise this right, without prior notice, both before and after demand. For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 7 8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Obligor, until the Obligor's Obligations have been paid in full RBSIF allowing the Obligor to make withdrawals will not waive this restriction
- 8. Application of Payments**
- 8 1 RBSIF may apply any payments received for the Obligor to reduce any of the Obligor's Obligations, as RBSIF decides
- 9. Preservation of other Security and Rights and Further Assurance**
- 9 1 The Deed is in addition to any other security for the Obligor's Obligations held by RBSIF now or in the future RBSIF may consolidate the Deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights
- 9 2 On request, the Obligor will execute any deed or document, or take any other action required by RBSIF, to perfect or enhance RBSIF's security under the Deed



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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

**10. Power of Attorney**

- 10 1 To give effect to the Deed and secure the exercise of any of its powers, the Obligor irrevocably appoints RBSIF, and separately any receiver, to be the Obligor's attorney (with full power of substitution and delegation), in the Obligor's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

**Definitions and Interpretation**

In this form the following terms have the following meaning

**ABFF:** means the Asset Based Finance Facility entered into between, amongst others, (1) Obligor and (2) RBSIF and dated 13 March 2011

**Control:** The ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

**Discounting Charge:** The charge for RBSIF making Prepayments (as defined in the ABFF) to a Client which is deducted from the purchase price of the Client's Debts, and calculated daily by applying the Discount Margin (as defined in the ABFF) plus the Applicable Rate (as defined in the ABFF) to the balance on the Receivables Client Account (as defined in the ABFF).

**Interest:** Interest at the same rate that is used to calculate Discounting Charge and calculated both before and after demand or judgement on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF

**Land:** Includes any interest in heritable, freehold or leasehold land

**Permitted Security:**

- 1 Any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by a member of the Group (as defined in Schedule 10 of the ABFF),
- 2 any netting or set-off arrangement entered into by an obligor to the ABFF in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances provided that the arrangement is in place with National Westminster Bank Plc or any other clearing bank with whom an Intercreditor Agreement (as defined in the ABFF) is in place,
- 3 the Vendor Security (as defined in the ABFF),
- 4 the Cigala Security (as defined in the ABFF),
- 5 until the earlier of (a) the transfer of the Group's (as defined in Schedule 10 of the ABFF) banking arrangements to NatWest in accordance with Clause 16 35 4 of the ABFF or (b) 6 Months after the date of the ABFF, the Deed of Charge (as defined in the ABFF) over Credit Balances given by Wyndeham Press Group Limited in favour of Barclays Bank Plc dated 05 November 2008,

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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

- 6 the rent deposit deed given by Southernprint Limited in favour of Carmel Southend Limited dated 30 October 2010,
- 7 security registered at Companies House and granted by the Parent Group (as defined in the ABFF) and existing at the date of the ABFF provided that such security is fully discharged on or before the Commencement Date (being the 6 April 2011), and
- 8 any other security approved by RBSIF in writing.

**Property:** The whole and any part of the undertaking property and assets of the Client charged by Clause 2 of the Deed

**Subsidiary:** An entity controlled (see definition of "Control" above), directly or indirectly, by the Obligor or by a Subsidiary of the Obligor.

**Termination Event:** Any event listed in Clause 19 (Termination Events) of the ABFF



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

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

**COMPANY NO. 152473  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 APRIL 2011  
AND CREATED BY SOUTHERNPRINT (HOLDINGS) LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO RBS INVOICE FINANCE LIMITED ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 14  
APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2011

