

039308
MG01 **130**
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
particulars of a charge for a
company. To do this, please
form MG01s.

THURSDAY



A29 *A6X7BF3D*
19/11/2009 7
COMPANIES HOUSE

1	Company details	49 → Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company number	0 1 6 0 0 5 2 1	
Company name in full	Mean Fiddler Holdings Limited (the " Company ")	
2	Date of creation of charge	
Date of creation	d1 d2 m1 m1 y2 y0 y0 y9	
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 " Debenture ")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the " Secured Liabilities ").	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 Bank of Scotland plc ("BoS")

Address The Mound, Edinburgh, Scotland

Postcode E H 1 1 Y Z

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 relevant continuation sheet.

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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 866).

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 870). 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  FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS 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 Ref: JAK/SZD/BAN/13/4084

Company name Maclay Murray & Spens LLP

Address One London Wall, London

Post town

County/Region

Postcode E C 2 Y 5 A B

Country

DX DX 123 London Chancery Lane

Telephone 020 7002 8500



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 mortgage 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	1	Covenant to Pay <p>1.1 The Company, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.</p> <p>1.2 If the Company shall fail to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS.</p>
	2	Charging provisions <p>2.1 Under the Debenture, the Company with full title guarantee charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities:-</p> <p>2.1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures which belong to the Company), which are at any time on or attached to the property;</p> <p>2.1.2 by way of fixed charge:-</p> <p>2.1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of this Debenture (other than any property charged in terms of clause 2.1.1 above) together with all buildings, and fixtures (including trade and tenant's fixtures which belong to the Company) which are at any time on or attached to the property;</p> <p>2.1.2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land;</p> <p>2.1.2.3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled;</p> <p>2.1.2.4 all the Company's right, title and/or interest in all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of this clause 2.1;</p> <p>2.1.2.5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;</p> <p>2.1.2.6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2.1.2.5, whether by way of dividend, distribution, interest or otherwise;</p>

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Please give the short particulars of the property mortgaged or charged.

Short particulars

- 2.1.2.7 all rights and interests in and claims which the Company may have under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies);
- 2.1.2.8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them);
- 2.1.2.9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- 2.1.2.10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2.1.2.9 of the Debenture but owned by others;
- 2.1.2.11 all the Company's rights now or in the future in relation to know how in any part of the world;
- 2.1.2.12 all present and future book debts of the Company;
- 2.1.2.13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2.1.2.7 of the Debenture or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies);
- 2.1.2.14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets;
- 2.1.2.15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- 2.1.2.16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2.1 of the Debenture; and

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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		<p>2.1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.1.2 of the Debenture).</p> <p>2.2 Under the Debenture the Company with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):</p> <p>2.2.1.1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person; and</p> <p>2.2.1.2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture;</p> <p>2.3 To the extent that any such right, title and interest as is referred to in clause 2.2 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.</p> <p>2.4 Under the Debenture, any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by the Debenture, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security.</p> <p>2.5 Under the Debenture, BoS may at any time, by notice to the Company, immediately convert the floating charge created under clause 2.1.3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge:-</p> <p>2.5.1 in respect of any Assets which become subject to any step by any third party to take a fixed charge;</p> <p>2.5.2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them;</p> <p>2.5.3 in respect of all Assets charged under clause 2.1.3 of the Debenture if and when the Company ceases to carry on business or to be a going concern; and</p> <p>2.5.4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice)</p>

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Short particulars

- by the Company or any other person for the appointment of an administrator in respect of the Company.
- 2.6 Clause 2.5 of the Debenture will not apply:-
- 2.6.1 to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion; and/or
- 2.6.2 solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000.
- 2.7 The Company will not without the prior written consent of BoS:-
- 2.7.1 create or attempt to create or permit to subsist any Security Right over all or any Assets (except in favour of BoS or as otherwise permitted under the terms of any facility letter in place between any Group Company and BoS from time to time); or
- 2.7.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or
- 2.7.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.
- 2.8 Under the Debenture the Company must apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Bank of Scotland plc referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory"
- 2.9 The obligation on the part of BoS to make further advances to the Company is deemed to be incorporated in the Debenture and the Company applies to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company.
- 2.10 Under the debenture, the Company was obliged to, immediately upon execution, deliver to BoS (or as it shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in clause 2.1.2.5 above together with stamped stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. BoS may at any time after this Debenture has become enforceable in accordance with the provisions of clause 6 of the Debenture, complete the instruments of transfer on behalf of the Company in favour of itself or such other person as it shall select.

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Short particulars

2.11 Under the Debenture, the Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require:-

2.11.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2.1.1 of the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture;

2.11.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;

2.11.3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 2.1.3 of the Debenture;

2.11.4 a chattel mortgage over such chattels, plant and machinery as BoS may specify; and

2.11.5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 2.2 of the Debenture;

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS (acting reasonably) may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of BoS under the Debenture.

2.12 Under the Debenture the Company is obliged to:

2.12.1 get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with clause 2.12.2 below) upon trust for BoS;

2.12.2 pay into its account with BoS (or as BoS may direct) all money which it receives in respect of any Receivables and

2.12.3 if called upon to do so by BoS execute a legal assignment of all or any of the Receivables to BoS.

2.13 Under the Debenture, if BoS releases, waives, or postpones its rights in respect of any Receivables to enable the Company to factor or discount them to any third party (the "factor"), the charges created by the Debenture shall in all other respects remain in full force and effect. All amounts becoming due to the Company from the factor and any Receivables re-assigned, or due to be re-assigned to the Company, shall be subject to the relevant fixed charge created by this Debenture, subject only to any defences or rights of set-off which the factor may have against the Company;

2.14 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture.

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>3 Continuing Security</p> <p>Under the Debenture, the security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.</p> <p>4 Set-off</p> <p>4.1 Under the Debenture, the Company agreed that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities which are actually due and payable at that time by the Company to BoS or such part of them as BoS may select.</p> <p>4.2 If BoS exercises any rights in respect of any money as referred to in clause 13.1 of the Debenture (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Company and that liability or any part of it is in a different currency from any credit balance against which BoS seeks to exercise its rights, BoS may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing BoS spot rate of exchange and to pay out of the credit balance all costs, charges and expenses reasonably incurred by BoS in connection with that purchase.</p> <p>Under the Debenture BoS shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by BoS.</p> <p>5 Definitions</p> <p>"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;</p> <p>"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment;</p> <p>"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2, 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture;</p> <p>"Group" means the Parent and each of its Subsidiaries and "Group Company" shall be construed accordingly;</p> <p>"Parent" means Mean Fiddler Group Limited (Company Number 06719532) having its registered office at 59-65 Worship Street, London, EC2A 2DU;</p>

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Short particulars

"Permitted Disposal" means:

(a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture on an arm's length basis in the ordinary course of trading;

(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company;

(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality;

"Receivables" means all sums of money now or in the future receivable by the Company which consist of or are derived from any Asset referred to in clauses 2.1.1, 2.1.2, 2.2 or 2.3 of the Debenture or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to clause 2.11 of the Debenture;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to the Debenture;

"Security Right" means any mortgage, charge, standard security, right in security, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking;



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1600521
CHARGE NO. 49**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12
NOVEMBER 2009 AND CREATED BY MEAN FIDDLER
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND
PLC 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 19
NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 NOVEMBER
2009

Dx. Selb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES