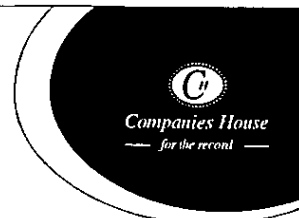


# MG01

## Particulars of a mortgage or charge



103040/494

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 a S company. To do this, please use form MG01s.

THURSDAY



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05/11/2009

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COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<b>2</b>	<b>For official use</b>
Company number	0 2 2 6 0 4 7 4	<b>Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *	
Company name in full	CARL F PETERSEN LTD ("THE CHARGOR")		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	<sup>d</sup> 2 <sup>d</sup> 9 <sup>m</sup> 1 <sup>m</sup> 0 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 0 <sup>y</sup> 9		
<b>3</b>	<b>Description</b>		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.		
Description	Guarantee and Fixed and Floating Charge dated 29TH OCTOBER 2009 between the Chargor and the other companies listed in Part 1 of the attached Schedule and Barclays Bank PLC ("the Charge")		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge.		
Amount secured	1.The Chargor covenants to pay or discharge to the Bank on the Bank's demand in writing all indebtedness now or in the future due, owing or incurred (before or after that demand) by any of the Companies to the Bank in any manner; 2.The Chargor covenants and guarantees that it will on the Bank's demand in writing pay or discharge all Indebtedness now or in the future due, owing or incurred (before or after that demand) by each of the Companies or the Chargor to the Bank in any manner (except as a guarantor under the Charge); including in each case all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of the Bank's business or incur in respect of the Chargor or the Chargors affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment. Certain terms used above are defined in Part II of the attached Schedule.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.	

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Name	BARCLAYS BANK PLC	
Address	1 CHURCHILL PLACE	
	LONDON	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	<p>As specified in Part III of the attached Schedule.</p> <p>NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.</p> <p style="text-align: center;">Schedule to Form MG01 for Fixed and Floating Charge Part I</p> <p>List of the Companies</p> <p>GROUPCO LIMITED</p> <p>CARL F PETERSEN LTD "The Agent"</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

#### Part II Definitions

In this form MG01

'Agent' means the company shown as Agent in Part I of this Schedule and includes any successor appointed under clause 18.1 of the Charge;

'Agreement' means the sales ledger finance agreement entered into between the Companies and the Bank (as amended, varied, substituted or replaced from time to time);

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'Companies' means the companies listed in Part I of this Schedule and includes any company which accedes as a party to the Charge under clause 19 of the Charge (with effect from the time of its accession);

'Debts' means any obligation due to the Chargor under a contract between the Chargor and a third party for the supply of goods or the provision of services or work done and materials supplied or hiring (including any tax or duty payable), whether present, future or contingent, and all its Related Rights; a Debt, where the context permits, includes part of such obligation or part of such Related Rights;

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Charge but only insofar as concerns that floating charge;

'Indebtedness' includes any obligation for the payment or repayment by the Companies to the Bank of money in any currency whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, including any liability (secured or unsecured) of the Companies to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h) of the Charge;

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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>'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);</p> <p>'Non-Vesting Debts' means all Debts which do not, for any reason, vest absolutely and effectively in the Bank from time to time together with the Related Rights to such Debts and the proceeds of related Rights;</p> <p>'now' means on the date of the Charge and 'present' and 'future' shall be construed accordingly;</p> <p>'Other Debts' means all debts or monetary amounts owing to the Chargor now or in the future (including, without limitation, all sums owing by the Bank to the Chargor under the Agreement and all overpayments or other sums refundable to the Chargor by any person), excluding only Non-Vesting Debts, Debts purchased by us under the Agreement (unless re-assigned or due to be re-assigned by the Bank to the Chargor) and debts owing to the Chargor on fluctuating accounts with the Chargor's associates (as defined by section 52(3) of the Companies Act 1989);</p> <p>'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Charge;</p> <p>'Related Rights' means in relation to any Debts or returned goods – any of the following:</p> <ul style="list-style-type: none"> <li>• all the Chargor's rights at law as an unpaid vendor or under a contract of sale but without any obligation on the Bank to complete a contract of sale;</li> <li>• the benefit of all insurances;</li> <li>• all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities;</li> <li>• all the Chargor's rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt or its Related Rights; and</li> <li>• all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason: <ul style="list-style-type: none"> <li>• reject or give notice of rejection; or</li> <li>• return or attempt to or wish to return to the Chargor or the Bank; or</li> <li>• which the Chargor or the Bank recover from a debtor;</li> </ul> </li> </ul> <p>'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000);</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>• which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or</p> <p>• the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank;</p> <p>including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;</p> <p style="text-align: center;">Part III Particulars of Property Mortgaged or Charged</p> <p>By clause 3.1 of the Charge the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness:</p> <ol style="list-style-type: none"> <li>1. by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry;</li> <li>2. by way of fixed charge:             <ol style="list-style-type: none"> <li>(a) all Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry;</li> <li>(b) all other Land which is now, or in the future becomes, the Chargor's property;</li> <li>(c) all plant and machinery now or in the future attached to any Land;</li> <li>(d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;</li> <li>(e) all the Chargor's Securities;</li> <li>(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor;                 <ul style="list-style-type: none"> <li>• which relate to Assets themselves subject to a fixed charge in favour of the Bank; or</li> <li>• which are now or in the future deposited by the Chargor with the Bank;</li> </ul> <p>together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them);</p> </li> <li>(g) all the Chargor's goodwill and uncalled share capital for the time being;</li> </ol> </li> </ol>	

# MG01 - continuation page

## 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>(h)</p> <ul style="list-style-type: none"> <li>• all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others;</li> <li>• The benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world;</li> <li>• all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world;</li> </ul> <p>(i) all Non-Vesting Debts now or in the future owing to the Chargor;</p> <p>(j) all other Debts which are not effectively charged by any other provision of clause 3.1.2 of the Charge;</p> <p>(k) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank;</p> <p>(l) all amounts realised by an administrator or liquidator appointed to the Chargor upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986</p> <p>3. by way of floating charge:</p> <p>(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above; and</p> <p>(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland</p> <p>but in each case so that the Chargor shall not without the Bank's prior written consent:</p> <ul style="list-style-type: none"> <li>• create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);</li> <li>• take any other step referred to in clause 5.1 of the Charge with respect to any of the Floating Charge Assets;</li> <li>• sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.</li> </ul>	

# MG01 - continuation page

## 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 style="text-align: center;"><b>Part IV</b> <b>Covenants and Restrictions</b></p> <ol style="list-style-type: none"> <li>Under clause 3.2 of the Charge, the Bank may at any time crystallise the floating charge created in clause 3.1.3 of the Charge into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice.</li> <li>Under clause 3.3 of the Charge, subject to the rights of any prior mortgagee, the Chargor must: <ol style="list-style-type: none"> <li>deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;</li> <li>execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this.</li> </ol> </li> <li>Under clause 3.6 of the Charge, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Charge and shall rank in order of priority behind the charges created by the Charge</li> <li>Under clause 4.1 of the Charge, the Chargor agrees that it will only deal with the Non-Vesting Debts as if they were Debts purchased by the Bank under the Agreement and in particular will not bank or deal with any payments in respect of the Non-Vesting Debts except in accordance with the Agreement</li> <li>Under clause 4.2 of the Charge the Chargor must collect and realise all the Chargor's Receivables and immediately on receipt pay all money which it receives in respect of them into the Chargor's bank account with the Bank, or into any other account designated by the Bank, in each case on such terms as the Bank may direct. Pending that payment, the Chargor will hold all money so received upon trust for the Bank separate from the Chargor's own money.</li> <li>Under clause 4.3 of the Charge the Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive the Chargor's rights in respect of any Receivables in favour of any other person other than the Bank nor purport to do so.</li> <li>Under clause 4.4 of the Charge, if proceeds of Receivables are credited or transferred to any account of the Chargor, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilise or withdraw money from that account (whether or not it is in credit) and the Bank may in its sole discretion at any time transfer all or any part of the money standing to the credit of that account to any other account of the Chargor with the Bank or to an account in the Banks own name.</li> </ol>	

# MG01 - continuation page


## 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>8. Under clause 5 of the Charge the Chargor must not, except with the Bank's prior written consent :</p> <ul style="list-style-type: none"> <li>(1) Create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;</li> <li>(2) Sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.</li> </ul> <p>9. Under clause 10 of the Charge:</p> <ul style="list-style-type: none"> <li>(1) the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet;</li> <li>(2) the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.</li> </ul>	



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Particulars of a mortgage or charge


<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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: <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	
<b>8</b>	<b>Delivery of instrument</b>  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).	
<b>9</b>	<b>Signature</b>  Please sign the form here.  Signature <div style="display: flex; justify-content: space-between;"><span>X</span><span></span><span>X</span></div>  This form must be signed by a person with an interest in the registration of the charge.	

# MG01

## Particulars of a mortgage or charge


	<b>Presenter information</b>
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:- SALES FINANCING 15623
Company name	BARCLAYS BANK PLC
COMPANY REGISTRATIONS TEAM	
Address	UK BANKING SERVICE CENTRE
P.O. BOX 299	
Post town	BIRMINGHAM
County/Region	WEST MIDLANDS
Postcode	B 1 3 P F
Country	ENGLAND
DX	
Telephone	0845 300 3971


	<b>Certificate</b>
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.	


	<b>Checklist</b>
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.

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	


	<b>How to pay</b>
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.'	

	<b>Where to send</b>
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.

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	

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)



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

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

**COMPANY NO. 2260474  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE AND FIXED AND  
FLOATING CHARGE DATED 29 OCTOBER 2009 AND CREATED  
BY CARL F PETERSEN LTD FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR  
ANY OF THE COMPANIES NAMED THEREIN TO BARCLAYS  
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 5 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 NOVEMBER  
2009

*Barclays  
plc*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES