

MG01

Particulars of a mortgage or charge

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IRISTM
LASERFORM

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

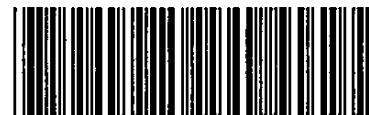
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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



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13/08/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 2 7 7 9 6 7 5

Company name in full

Hammond Group Holdings Limited (the "Company")

6

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

0 1 0 8 2 0 1 1

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 dated 1 August 2011 and made between the Company and Bank of
Scotland PLC (the "Bank") (the "Debenture")

4

Amount secured

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

Amount secured

4
76
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 the Bank 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 the Bank and including interest, discount,
commission and other lawful charges or expenses which the Bank
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
Bank's 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
Address	5 St Paul's Square
	Liverpool
Postcode	L 3 9 S 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	<p>The Company with full title guarantee charges to the Bank as a continuing security for the payment or discharge of the Secured Liabilities</p> <p>1 By way of fixed charge</p> <p>(a) all estates or interests in any freehold or leasehold property belonging to the Company at any time together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,</p> <p>(b) all present and future interests of the Company in or over land or the proceeds of sale of it at any time and all present and future licences of the Company to enter upon or use land at any time,</p> <p>(c) the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled,</p> <p>(d) all plant and machinery of the Company at any time attached to any property referred to in paragraphs (a), (b) or (c) above,</p> <p>(e) all present and future stocks, shares and other securities owned at any time (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>(f) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities referred to in paragraph (e) above, whether by way of dividend, distribution, interest or otherwise,</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

- (g) all rights and interests in and claims under all insurance contracts or policies at any time 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),
- (h) all rights and interest and claims under all other insurance or assurance contracts or policies at any time held by or insuring to the benefit of the Company (including all money payable under them),
- (i) 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 at any time 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,
- (j) the benefit of all agreements and licences at any time 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 referred to in paragraph (i) above but owned by others,
- (k) all the Company's rights at any time in relation to trade secrets, confidential information and know how in any part of the world,
- (l) all present and future books debts of the Company at any time,
- (m) all debts or monetary claims of the Company against third parties at any time (excluding those referred to in paragraphs (g) and (h) above,
- (n) 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,
- (o) all present and future bank accounts, cash at bank and credit balances of the Company at any time (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),
- (p) all rights, money or property accruing or payable to the Company at any time 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 the fixed charges referred to above, and
- (q) all the Company's goodwill and uncalled capital for the time being
- 2 By way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by the Debenture (including, without limitation, any moveable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1 above)
- 3 By way of assignment as continuing security for the payment or discharge of the Secured Liabilities in favour of the Bank (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) all the right, title and interest of the Company in and to any interest rate hedging agreements now

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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

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 (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

4 To the extent that any such right, title and interest as is referred to in paragraph (3) is not assignable or capable of assignment, the assignment of it purported to be effected by such paragraph 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

5 The Debenture contains a covenant that the Company will not without the prior written consent of the Bank

(a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Bank), or

(b) 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

(c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

For the purpose of this form MG01, the following terms shall have ascribed to them the following meanings

"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,

"Fixed Charge Assets" means an Asset for the time being comprised within a mortgage, fixed charge or assignment as referred to in paragraph (1) to (3) above (with effect from the date of its creation) and any legal mortgage, standard security, fixed security, fixed charge or assignment, or chattel mortgage executed by the Company in favour of the Bank

"Group Companies" means the Parent and each of its Subsidiaries,

"Parent" means Bibby Distribution Services (Holdings) Limited (Company Number 02005619) having its registered office at 105 Duke Street, Liverpool L3 9SJ,

"Permitted Disposal" means

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) the disposal of stock subject to the floating charge referred to in paragraph (2) above 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 the Bank 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 the Bank and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality,
- "Subsidiaries"** means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture)

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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 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 Hill Dickinson 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 **Richard Harris**

Company name **Hill Dickinson LLP**

Address **No 1 St Paul's Square**

Liverpool

Post town

County/Region

Postcode **L 3 9 S J**

Country

DX **14129 Liverpool**

Telephone **0151 600 8496**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2779675
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 AUGUST
2011 AND CREATED BY HAMMOND GROUP 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 13 AUGUST
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES