

MG01

Particulars of a mortgage or charge



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LASERFORM

069406/78

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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



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LD5

26/07/2012

#102

COMPANIES HOUSE

1	Company details	For official use
Company number	0 4 1 4 4 0 8 0	7 → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Garrard Holdings Limited (the "Chargor")	
2	Date of creation of charge	
Date of creation	d1 d6 m0 m7 y2 y0 y1 y2	
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 relating to an amended senior secured promissory note agreement between, amongst others, the Chargor and Yucaipa American Alliance Fund II, LLC as security trustee for itself and the other Secured Parties (the "Chargee") dated 16 July 2012 (the "Debenture")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All money, obligations or liabilities due, owing or incurred to any Secured Party by the Chargor under any Transaction Document or the Debenture at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith except of any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 (the "Secured Obligations")	Continuation page Please use a continuation page if you need to enter more details

MG01**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

Name

Yucaipa American Alliance Fund II, LLC

Address

9130 West Sunset Boulevard, Los Angeles

California

Postcode

9 0 0 6 9

Name

Address

Postcode

Continuation page

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

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 attached continuation page

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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

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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 Latham & Watkin 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 **Manoj Bhundia**

Company name
Latham & Watkins

Address **99 Bishopsgate**

Post town **London**

Country/Region

Postcode

	E	C	2	M		3	X	F
--	---	---	---	---	--	---	---	---

Country **United Kingdom**

DX

Telephone **020-7710-1000**



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 Linnenhall, 32-38 Linnenhall 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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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>1) CHARGING PROVISIONS</p> <p>1.1 Specific Security</p> <p>The Chargor, as continuing security for the payment of the Secured Obligations, has charged in favour of the Chargee (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest.</p> <p>1 1 1 by way of legal mortgage</p> <ul style="list-style-type: none"> (a) all Property now belonging to or vested in it as at the date of the Debenture, and (b) all the Shares and Investments and all corresponding Related Rights, <p>1 1 2 by way of first fixed charge</p> <ul style="list-style-type: none"> (a) all other interests (not effectively charged under Clause 3 1(a) (<i>Specific Security</i>) of the Debenture as set out in paragraph 1 1 1 (a) of this Part 6 (<i>Short Particulars</i>)) in any Property and the benefit of all other agreements relating to land, (b) all of its right, title and interest in the Intellectual Property, (c) all of its right, title and interest in the Equipment, (d) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables, (e) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts, (f) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts, (g) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets, (h) its goodwill and uncalled capital, and (i) if not effectively assigned by Clause 3 3 (<i>Security Assignment</i>) of the Debentures as set out in paragraph 1 3 of this Part 6 (<i>Short Particulars</i>), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements <p>1.2 Floating Charge</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor has charged with full title guarantee in favour of the Chargee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3 1 (<i>Specific Security</i>) of the Debenture as set out in paragraph 1 3 of this Part 6 (<i>Short Particulars</i>) or assigned under Clause 3 3 (<i>Security Assignment</i>) of the Debenture as set out in paragraph 1 3 of this Part 6 (<i>Short Particulars</i>)</p> <p>1 3 Security Assignment</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor has assigned absolutely with full title guarantee to the Chargee (for the benefit of itself and the other Secured Parties) all its rights, title and interest in</p> <ul style="list-style-type: none"> 1 3 1 the Insurance Policies, and 1 3 2 the Assigned Agreements, 	

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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

subject in each case to reassignment by the Chargee to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations

1.4 Conversion of Floating Charge

1 4 1 The Chargee may, by notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if

- (a) an Event of Default has occurred, or
- (b) the Chargee is of the view that any asset charged under the floating charge created under the Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy, or
- (c) the Chargee reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under the Debenture

1 4 2 The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under the Debenture, if

- (a) the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
- (b) the Chargor creates, or purports to create, Security (except as permitted by the Transaction Documents or with the prior consent of the Chargor) on or over any asset which is subject to the floating charge created under the Debenture,
- (c) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or
- (d) if any other floating charge created by the Chargor crystallises for any reason

1 4 3 Upon the conversion of any floating charge pursuant to Clause 3 4 (*Conversion of Floating Charge*) (as set out in this paragraph 1 4), the Chargor shall, at its own expense, immediately upon request by the Chargee execute a fixed charge or legal assignment in such form as the Chargee may require

1.5 Property Restricting Charging

1 5 1 There shall be excluded from the charge created by Clause 3 1 (*Specific Security*) of the Debenture as set out in paragraph 1 1 of this Part 6 (*Short Particulars*) and from the operation of Clause 4 (*Further Assurance*) of the Debenture as set out in paragraph 2 of this Part 6 (*Short Particulars*)

- (a) any leasehold property held by the Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest, and
- (b) any Intellectual Property in which the Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property,

in each case until the relevant condition or waiver has been satisfied or obtained

1 5 2 Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Chargee under Clause 3 1 (*Specific Security*) of the Debenture (as set out in paragraph 1 1 of this Part 6 (*Short Particulars*)). If required by the Chargee, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Chargee shall reasonably require

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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

2) FURTHER ASSURANCE

2 1 The Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require)

- (a) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Chargee, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,
- (b) to confer on the Chargee, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture

2 2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee or the Secured Parties by or pursuant to the Debenture

3) NEGATIVE PLEDGE

The Chargor may not

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3 2 (*Floating Charge*) of the Debenture (as set out in paragraph 1 2 of this Part 6 (*Short Particulars*)) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

other than the Existing Debenture, except as permitted by the Note or with the prior consent of the Chargee

4) CONTINUING SECURITY

4 1 Continuing Security

The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing

4 2 Other Security

The Security constituted by the Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Chargee and/or any other Secured Party may now or after the date of the Debenture hold for any of the Secured Obligations, and this security may be enforced against the Chargor without first having recourse to any other rights of the Chargee or any other Secured Party

5) POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Agent, each Receiver and any person nominated for the purpose by the Agent or any Receiver (in writing and signed by an officer of the Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its

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Short particulars	<p>act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney</p> <p style="text-align: center;">DEFINITIONS</p> <p>In this Form MG01</p> <p>"Assigned Agreements" means any agreement designated as an Assigned Agreement by the Chargor and the Chargee,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Chargee by the Debenture,</p> <p>"Company" means Delltrade Limited, a company incorporated in England and Wales with company number 05724619 and having its registered office at 24 Albemarle Street, London, W1S 4HT,</p> <p>"Company US Pledge" means the share pledge date 24 March 2011, as affirmed and amended on 2 December 2011, granted by the Company in favour of the Chargee over its shares in Garrard USA Limited, securing the liabilities under the Note,</p> <p>"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto,</p> <p>"Event of Default" means an event of default under the Note,</p> <p>"Existing Debenture" means the debenture dated 2 December 2011 between, amongst others, the Company, the Chargor and the Chargee,</p> <p>"Finance Party" means the Payees and the Chargee,</p> <p>"Group" means the Company and its Subsidiaries from time to time,</p> <p>"Guaranty" means the guaranty dated 24 March 2011, affirmed as of 17 April 2012 (as may be amended from time to time) and granted by each Guarantor in favour of the Payees,</p> <p>"Guarantor" means any entity which is a guarantor of the Note under the Guaranty,</p> <p>"Indebtedness" means, as to any Person</p> <ul style="list-style-type: none"> (a) all indebtedness of such Person for borrowed money, (b) that portion of the obligations of such Person under capital leases which is properly recorded as a liability on a balance sheet of that Person prepared in accordance with generally accepted accounting principles, (c) any obligation of such Person that is evidenced by a promissory note or other instrument representing an extension of credit to such Person, whether or not for borrowed money, (d) any obligation of such Person for the deferred purchase price of property or services (other than trade or other accounts payable in the ordinary course of business), (e) any obligation of such Person that is secured by a Lien on assets of such Person, whether or not that Person has assumed such obligation is non-recourse to the credit of such Person, but only to the 	

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>extent of the fair market value of the assets so subject to the Lien,</p> <p>(f) obligations of such Person arising under acceptance facilities or under facilities for the discount of accounts receivable of such Person, and</p> <p>(g) obligations of such Person for unreimbursed draws under letters of credit issued for the account of such Person</p> <p>"Insurance Policies" means all policies of insurance and all proceeds of them held either at the date of the Debenture or in the future by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in the Debenture,</p> <p>"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist at the date of the Debenture or in the future), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in the Debenture,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares),</p> <p>"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any property, including any conditional sale or other title retention agreement, and any lease in the nature of a security interest, and/or the filing of or agreement to give any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the Uniform Commercial Code or comparable law of any jurisdiction with respect to any property</p> <p>"Note" means the senior secured promissory note agreement dated 31 January 2009 between, amongst others, the Payor as amended and restated on 24 March 2010 and assigned on 2 December 2011 to Yucaipa American Alliance Fund II, L P and Yucaipa American Alliance (Parallel) Fund II, L P (the "Assignees"), pursuant to an assignment agreement entered into between Global Partnership Fund, L P (formerly named Yucaipa Global Partnership Fund, LP) as assignor and the Assignees (as defined therein)) (the "Assigned Note Agreement") The Payor has issued a (i) second amended and restated senior secured promissory note and agreement as reissued and assigned in favour of Yucaipa American Alliance Fund II, L P effective as of 2 December 2011, as further amended by way of any amendment No 1 as of 17 April 2012 and (ii) a second amended and restated senior secured promissory note and agreement as reissued and assigned in favour of Yucaipa American Alliance (Parallel) Fund II, L P effective as of 2 December 2011, as further amended by way of an amendment No 1 effective as of 17 April 2012, in accordance with their respective assigned interests (each a "Second Amended Note Agreement" and together the "Second Amended Note Agreements") (the Assigned Note Agreement and the Second Amended Note Agreements, together the "Note")</p> <p>"Note Security Agreement" means the security agreement dated 31 January 2009 granted by the Company, creating security under the Note as assigned to the Agent pursuant to an assignment agreement as may be amended or amended and restated from time to time (as may be amended or amended and restated from time to time),</p> <p>"Operating Accounts" means the accounts of the Chargor set out in the Debenture and/or such other accounts as the Chargor and the Chargee shall agree or (following the occurrence of an Event of Default, as the Chargee shall specify),</p> <p>"Other Debts" means all debts and monetary claims (other than Trading Receivables),</p> <p>"Payor" means the Company,</p> <p>"Payees" means the payees pursuant to the Note, and any of its successors in title, permitted assignees or</p>	

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Short particulars	<p>transferees,</p> <p>"Person" means any individual or entity, including a trustee, corporation, limited liability company, general partnership, limited partnership, joint stock company, trust, business trust, estate, unincorporated organization, business association, firm, joint venture, governmental agency, or other entity,</p> <p>"Property" means all freehold and leasehold property from time to time owned by the Chargor or in which the Chargor is otherwise interested and shall include</p> <ul style="list-style-type: none"> (a) the proceeds of sale of all or any part of such property, (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property, (c) all money received by or payable to the Chargor in respect of such property, and (d) all buildings, fixtures and fittings from time to time on such property, <p>including, but not limited to the property, if any, specified in the Debenture</p> <p>"Quasi-Security" means a transaction in which the Chargor</p> <ul style="list-style-type: none"> (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group, (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms, (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enters into any other preferential arrangement having a similar effect, <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset,</p> <p>"Receiver" means an administrator, a receiver and manager or (if the Chargee so specifies in the relevant appointment) receiver in each case appointed under the Debenture,</p> <p>"Related Rights" means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Secured Parties" means the Finance Parties and any Receiver,</p> <p>"Security" means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Shares" means all shares owned by the Chargor in its Subsidiaries including but not limited to the shares, if any, specified in the Debenture,</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006,</p> <p>"Stephen Webster US Pledge" means the share pledge dated 24 March 2011, as affirmed and amended on 2 December 2011, granted by Stephen Webster Limited in favour of the Chargee over its shares in Stephen Webster USA, Inc, securing the liabilities under the Note,</p>	

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Short particulars

"Trading Receivables" means all book and other debts arising in the ordinary course of trading, and

"Transaction Documents" means the Note, the Guaranty, the Note Security Agreement, the Debenture, the Company US Pledge, the Stephen Webster US Pledge and any other document designated as a Transaction Document by the Company and the Chargee



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4144080
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 JULY 2012
AND CREATED BY GARRARD HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY SECURED PARTY 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 26 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES