

MG01

Particulars of a mortgage or charge

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

TUESDAY



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A12

24/07/2012

#21

COMPANIES HOUSE

3

For official use

1

**Company details**

Company number / 0 5 4 3 7 8 3 8

Company name in full ✓ Fresh Start Financial Management Limited

(the "Chargor")

**→ 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 d1 d4 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 (the "Debenture")

4

**Amount secured**

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

Amount secured

As specified in the continuation page to this form.

**Continuation page**

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

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

Name RJD Partners Limited (the "Security Trustee")

Address 8-9 Well Court

London

Postcode E C 4 M 9 D N

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 As specified in the continuation page to this form

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

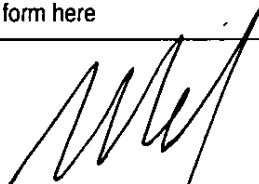
### 9 Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Kate Baybutt

Company name Eversheds LLP

Address Eversheds House, 70 Great Bridgewater Street

Post town Manchester

County/Region

Postcode M 1 S E S

Country

DX DX 14344 Manchester

Telephone 0845 497 9797



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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### Amount secured

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

Amount secured

The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor and each grantor of Security to the Secured Parties (or any of them) under or in connection with the Loan Notes and any Additional Loan Notes together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**").

All capitalised terms used in this form are defined in the Appendix to this form

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## Short particulars of all the property mortgaged or charged

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

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### Fixed charges

- 1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee the following assets
  - 1.1 by way of legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) to the Debenture (as described in Schedule 3 to these continuation pages);
  - 1.2 by way of fixed charge:
    - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under clause 3.1.1 of the Debenture (as described at paragraph 1.1 above)),
    - (b) any other rights, title or interest of the Chargor in Property, wherever situated; and
    - (c) all Associated Rights in relation to its Property,
  - 1.3 by way of fixed charge.
    - (a) the Designated Chattels (if any) (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1 or 3.1.2 of the Debenture (as described at paragraphs 1.1 and 1.2 above)); and
    - (b) all Associated Rights in relation to such Designated Chattels;
  - 1.4 by way of fixed charge.
    - (a) all plant, machinery, vehicles and computer equipment at the date of the Debenture or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as described at paragraphs 1.1, 1.2 and 1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);
    - (b) its rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of clause 3.1.4 of the Debenture (as described at paragraph (a) above of this paragraph 1.4), and

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- (c) the benefit of all Associated Rights relating to any chattel validly charged by clause 3.1.4 of the Debenture (as described in this paragraph 1.4),
- 1.5 by way of fixed charge.
- (a) the Shares (if any) listed in Schedule 5 (*Shares*) of the Debenture (as described in Schedule 4 to these continuation pages), and
- (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 1.6 by way of fixed charge
- (a) all Investments (but not including Shares which are subject to a valid fixed charge under clause 3.1.5 of the Debenture (as described at paragraph 1.5 above)); and
- (b) all Distribution Rights from time to time accruing to or on such Investments;
- 1.7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 3.2.3 of the Debenture (as described at paragraph 2.3 below) but are capable of being effectively charged, by way of fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either at the date of the Debenture or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- 1.8 by way of fixed charge
- (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor, and
- (b) all rights and claims of whatever nature of the Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,
- 1.9 by way of fixed charge, all of the Specified Bank Balances;
- 1.10 by way of fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under clause 3.1.9 of the Debenture (as described at paragraph 1.9 above)),

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- 1.11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3.2.4 of the Debenture (as described at paragraph 2.4 below), by way of fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest),
- 1.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 3.2.1 or 3.2.5 respectively of the Debenture (as described at paragraphs 2.1 and 2.5 respectively below) but are capable of being effectively charged, by way of fixed charge.
  - (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets, and
  - (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations,
- 1.13 to the extent that they do not fall within any other provision of clause 3.1 of the Debenture and are not effectively assigned under clause 3.2.2 of the Debenture (as described in paragraph 2.2 below), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party,
- 1.14 by way of fixed charge, all the goodwill and uncalled capital of the Chargor, and
- 1.15 by way of fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture

### Assignments by way of security

- 2 As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely (subject to any prior ranking Security granted by the Chargor) to the Security Trustee all (if any) its right, title and interest in and to the following assets
  - 2.1 all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations,
  - 2.2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;



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- 2.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor,
- 2.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee, and
- 2.5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 3.1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to clauses 3.2.1 to 3.2.4 of the Debenture (as described at paragraphs 2.1 to 2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture

#### Floating charge

3. As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charged in favour of the Security Trustee, by way of floating charge, all its assets and undertaking, wherever located, both present and future. The floating charge above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Security Trustee as security for the Secured Obligations.

#### Conversion into fixed charge

- 3.1 By virtue of clause 3.6 of the Debenture (*Conversion of Floating Charge*), the Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:
- 3.1.1 an Event of Default has occurred which is continuing, or
- 3.1.2 the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.

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- 3.2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require.

#### Automatic conversion of floating charge

- 3.3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3 1 above)

- 3.3.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee; or

- 3.3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3 1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor

#### General

4. The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding
- 5 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- 6 Clauses 3.1.2 to 3 1 15 of the Debenture (as described at paragraphs 1 2 to 1 15 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge, and the validity and effectiveness of each such fixed charge will not be prejudiced by any other

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such first fixed charge being found not to be fully valid or effective as such.

7. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule (as described in the Schedules attached to these continuation pages) shall not affect the validity or enforceability of the charges created by the Debenture

#### Control of monies received

- 8 After the Senior Discharge Date, if requested by the Security Trustee, the Chargor will collect (as agent for the Security Trustee) all Charged Debts and pay into such account with such bank as the Security Trustee may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Trustee.
9. Subject to any Permitted Security, the Chargor will not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.

#### Restrictions applicable to Charged Contracts

10. The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Security Trustee and will promptly inform the Security Trustee of any material disputes relating to the Charged Contracts.

#### Restrictions on charges and disposals (Negative Pledge)

11. During the Security Period, the Chargor shall not create, extend or permit to subsist any Security over any of the Secured Assets; nor may it:
  - (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any member of the Group,
  - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
  - (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

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(d) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in clause 5.1 of the Debenture (as described in this paragraph 11), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset

12 Clause 5.1 of the Debenture (as described in paragraph 11 above) does not apply to (a) the Security created or required to be created pursuant to the Debenture, nor (b) the Permitted Security, nor (c) any Security, arrangement or transaction to which the Security Trustee has given its written consent.

13 Clause 5.1.2 of the Debenture (as described in paragraph 11 above) does not apply to Floating Charge Assets, which are not also Fixed Charge Assets, and which are being dealt with at arms length in the ordinary course of business.

### Definitions

14 All capitalised terms used in this form are defined in the Appendix to this form.

### Schedule 1 Specified Bank Balances

This Schedule has been intentionally left blank

### Schedule 2 Charged Contracts

This Schedule has been intentionally left blank.

### Schedule 3 Details of Property

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#### **Schedule 4 Shares**

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#### **Schedule 5 Designated Chattels**

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### APPENDIX

#### DEFINITIONS AND CONSTRUCTION

##### Definitions

In this form and its Appendices the following definitions apply

**"Additional Loan Notes"** means any loan notes issued by Hedley Topco Limited or Hedley Bidco Limited to any of the Beneficiaries following the date of the Debenture.

**"Associated Rights"** means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Bank Balances"** means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts

**"Beneficiaries"** shall have the meaning set out in the Security Trustee Deed and **"Beneficiary"** shall be construed accordingly.

**"Charged Contracts"** means those contracts (if any) brief particulars of which are set out in Schedule 3 (*Charged Contracts*) of the Debenture in respect of the Chargor (as described in Schedule 2 to the continuation pages to this form)

**"Charged Debts"** means all book and other debts and all other rights and claims charged to the Security Trustee pursuant to clause 3.1 8 of the Debenture (as described at paragraph 1 8 of the continuation pages to this form).

**"Companies Act"** means the Companies Act 2006.

**"Derivative Payment"** means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

**"Designated Chattels"** means the plant, machinery, equipment, vehicles, and other chattels (if any) owned by the Chargor and listed in Schedule 6 (*Designated Chattels*) to the Debenture as described at Schedule 5 to these continuation pages

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and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

**"Discharge Date"** means the date with effect from which the Security Trustee confirms to Hedley Topco Limited that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

**"Distribution Rights"** means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment

**"Dividends"** means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment

**"Event of Default"** means the occurrence of any of the events or circumstances set out in clause 6.7 of the Loan Note Instrument but shall also include any breach by the Chargor of, or non-compliance by the Chargor with, the provisions of the Debenture or of any other Finance Document

**"Facility Agreement"** means a facility agreement originally dated 31 May 2011 and entered into between, amongst others, Harrington Brooks (Accountants) Limited and PNC Business Credit (a trading style of PNC Financial Services UK Limited) as amended and restated on the date of the Debenture.

**"Finance Documents"** means the Loan Note Instrument, the Loan Notes, the Guarantee, the Security Trustee Deed, the Debenture, the Intercreditor Deed, and such other deeds and documents as have been or are to be entered into in connection with or pursuant to the Loan Notes or the Additional Loan Notes and **"Finance Document"** shall mean any one of them

**"Fixed Charge Assets"** means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to clause 3.1 (*Fixed charges*) or clause 3.2 (*Assignments by way of Security*) of the Debenture (as described at paragraphs 1 and 2 respectively of the continuation pages to this form).

**"Floating Charge Assets"** means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

**"Guarantee"** means the guarantee dated on or around the date of the Debenture entered into by the Chargor in favour of the Security Trustee

**"Group"** means Hedley Topco Limited and each of its Subsidiaries for the time being

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**"Insurance Proceeds"** means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing

**"Insurances"** means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

**"Intellectual Property"** means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world at the date of the Debenture and in the future.

**"Intercreditor Deed"** means an intercreditor deed made on the date of the Debenture between, amongst others, the Security Trustee, PNC Business Credit (a trading style of PNC Financial Services UK Ltd) and the Group.

**"Investment"** means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) at the date of the Debenture or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

**"Loan Notes"** shall have the meaning set out in the Security Trustee Deed.

**"Loan Note Instrument"** shall have the meaning set out in the Security Trustee Deed.

**"Permitted Security"** means the Security created by the Debenture and any Security granted by the Chargor in favour of PNC Business Credit (a trading style of PNC Financial Services UK Ltd).

**"Property"** means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property



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

Short particulars

**"Real Property"** means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Secured Assets"** means the assets the subject of any Security created by the Debenture.

**"Secured Obligations"** has the meaning given to it in the continuation page to section 4 of this form

**"Secured Parties"** means the Security Trustee and the Beneficiaries and **"Secured Party"** means any of the Secured Parties

**"Security"** means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

**"Security Documents"** has the meaning set out in the Facilities Agreement

**"Security Period"** means the period beginning on the date of the Debenture and ending on the Discharge Date

**"Security Trustee Deed"** means a security trustee deed entered into on 14 July 2012 between the Chargor, the other members of the Group and the Security Trustee

**"Senior Discharge Date"** has the same meaning as under the Intercreditor Deed.

**"Shares"** means all shares (if any) specified in Schedule 5 (*Shares*) to the Debenture (as described in Schedule 4 to the continuation page to this form) and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by the Chargor from time to time, or any in which it has an interest

**"Specified Bank Balances"** means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture (as described in Schedule 1 to the continuation page to this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act

#### Construction

In this form and its Appendices the following applies:

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

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

Short particulars

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;
2. the **"Security Trustee"** or any **"Chargor"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
3. where something (or a list of things) is introduced by the word **"including"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
4. references to any Security **"created by the Debenture"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture
5. a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
6. **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
7. **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);
8. **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
9. unless the Debenture expressly states otherwise or the context requires otherwise, (a) each reference in the Debenture to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference in the Debenture to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the

## MG01 - continuation page

Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

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

Short particulars

Debenture and whether amended or re-enacted since the date of the  
Debenture)



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

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

**COMPANY NO. 5437838  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 JULY 2012  
AND CREATED BY FRESH START FINANCIAL MANAGEMENT  
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY AND EACH GRANTOR OF SECURITY TO  
THE SECURED PARTIES (OR ANY OF THEM) 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 24 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2012

RP



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES