

013898/13

# MG01

## Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

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



**What this form is NOT**

You cannot use this form to register particulars of a charge company. To do this, please use form MG01s

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13/04/2012

#164

COMPANIES HOUSE

1

### Company details

Company number 05848698

Company name in full Families Together Limited (the "Company")



For official use

**Filing 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 01/04/2012

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

A debenture (the "**Debenture**") created on 11 April 2012 between the Company and HSBC Bank plc as agent and trustee for the finance parties (the "**Finance Parties**")

4

### Amount secured

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

Amount secured

All present and future moneys, obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Company to any one or more of the Finance Parties under or in connection with the Finance Documents and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the default interest rate, and in the manner described, in the Facilities Agreement (the "**Secured Obligations**")

All terms contained within this MG01 have the same meaning as set out and defined in the Debenture

**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

#### Continuation page

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

Name HSBC Bank plc

Address 8 Canada Square, London

Postcode E 1 4 5 H Q

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

#### 1.1 Charges

The Company with full title guarantee charges in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations

- (a) by way of legal mortgage, the Real Property,
- (b) by way of fixed charge, any Real Property now or at any time after the date of the Debenture belonging to the Company (other than any property charged under Clause 1 1(a) above),
- (c) by way of fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Company, both present and future,
- (d) by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights,
- (e) by way of fixed charge all present and future Receivables,
- (f) by way of fixed charge all present and future Investments,
- (g) by way of fixed charge, all present and future Intellectual Property,
- (h) by way of fixed charge, the goodwill of the Company and its uncalled capital both present and future,
- (i) by way of fixed charge insofar as any provision of the assignment by way of security referred to in Clause 1 3(a) and (b) below shall not be effective, all rights and interest in and claims under all Insurance Policies (save in respect of Excluded Insurance Proceeds) and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Company is entitled under any of the Material Contracts,
- (j) by way of floating charge, the whole of the Company's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Debenture (the "Floating Charge Property")

See continuation page.

MG01

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

Wragg & Co LLP

X

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

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# MG01

## 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 Ed Hall - 2064382

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

#### For companies registered in England and Wales

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

#### For companies registered in Scotland

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

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
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)

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

#### 1.2 Qualifying Floating Charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

#### 1.3 Security Assignment

The Company with full title guarantee assigns to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to

(a) the Insurance Policies, and

(b) the Material Contracts

The Security Trustee will not require to be given by the Company any notice of assignment of the Receivables unless an Event of Default is continuing and any notice of assignment of the Material Contracts unless the Agent has served a notice to accelerate under Clause 28 20 (*Acceleration*) of the Facilities Agreement

#### 2 Negative Pledge

Except as permitted in Clause 2 3 below

2.1 The Company shall not create or permit to subsist any Security over any of its assets

2.2 The Company shall not enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor,

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(c) enter 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) enter into any preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

(together "Quasi Security")

2.3 Paragraphs 2 1 and 2 2 above do not apply to any Security or (as the case may be) Quasi-Security, which is

(a) Permitted Security, or

(b) a Permitted Transaction



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

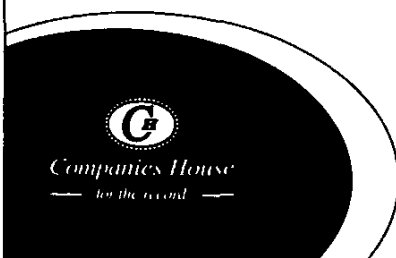
**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 5848698  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 APRIL 2012  
AND CREATED BY FAMILIES TOGETHER LTD FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO ANY ONE OR MORE OF THE FINANCE PARTIES 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 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2012

D7



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES