

MG01

150452 / 52



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 for

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

SATURDAY



A07

A1005G7M

07/01/2012

#379

COMPANIES HOUSE

1

Company details

Company number

7 4 7 2 9 9 7

Company name in full

Hamsard 3232 Limited (the "Company")

2

For official use

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

d0 d3 m0 m1 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

Composite guarantee and debenture (the "**Debenture**") dated 3 January 2012 between, amongst others, (1)
the Company, and (2) Sovereign Capital Partners LLP (registered number OC309401) (the "**Security
Trustee**")

4

Amount secured

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

Amount secured

Pursuant to the Debenture the Company has irrevocably and
unconditionally, jointly and severally

(a) covenanted with the Security Trustee that it will on demand pay and
discharge in full the Secured Obligations due, owing or incurred by it
on the due date for payment or discharge of such obligations and
liabilities and otherwise in the manner provided in the Loan Stock
Documents, and

(b)

(i) guaranteed to the Security Trustee punctual performance by each other
Obligor of all that Obligor's obligations under or pursuant to the Loan
Stock Documents,

(ii) guaranteed to the Security Trustee payment of all moneys now or
hereafter due, owing or incurred to the Beneficiaries under or pursuant
to the Loan Stock Documents by each other Obligor, and

(See continuation sheet)

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	Sovereign Capital Partners LLP						
Address	25 Victoria Street						
	London						
Postcode	S	W	1	H		O	E X
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

Fixed Charges

The Company as beneficial owner and with full title guarantee, as a continuing security for the payment, discharge and performance of the Secured Obligations has charged to the Security Trustee

(a) by way of first legal mortgage

(i) the properties (if any) specified in Schedule 3 (*Properties*) of the Debenture, and
(ii) all the estate and interest of the Company in any freehold and leasehold property located in England and Wales now vested in the Company together with all buildings and Fixtures on and the proceeds of sale of all or any part of such property and the benefit of any covenants for title given or entered into by any predecessor in title and any monies paid or payable in respect of those covenants (other than any property specified in Schedule 3 (*Properties*) of the Debenture),

(b) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of Clause 3 1(a) of the Debenture or assigned pursuant to Clause 3 3 (*Assignments*) of the Debenture)

(i) all the estate and interest of the Company in any freehold and leasehold property now or at any time in the future belonging to or charged to the Company together with all buildings and Fixtures on and the proceeds of sale of all or any part of such property and the benefit of any covenants for title given or entered into by any predecessor in title and any money that is paid or payable in respect of those covenants,
(ii) the benefit of all guarantees, collateral warranties, contracts, agreements, covenants given or made by any person in favour of the Company in connection with the use, occupation, construction, repair or maintenance of the Charged Property or of any building or Fixture on the Charged Property and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same,
(iii) all Equipment (if any) specified in Schedule 4 (*Equipment*) of the Debenture and the benefit of all contracts and warranties relating to the same,
(iv) all Equipment (other than any Equipment specified in Schedule 4 (*Equipment*) of the Debenture) now, or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,
(v) all of its Debts,
(vi) all of its Securities,
(vii) all of its present and future Intellectual Property,

(See continuation sheet)

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	<p>(iii) undertaken with the Security Trustee that, if for any reason any other Obligor fails to discharge any such obligation or to pay any such moneys when due (taking into account any relevant grace period), it shall immediately on demand by the Security Trustee discharge such obligation or, as the case may be, pay such moneys to the Beneficiaries, and</p> <p>(c) thereby indemnified the Security Trustee immediately on demand against any cost, loss, or liability suffered by any Beneficiary if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal</p> <p>Definitions</p> <p>"Beneficiaries" means the Loan Stock Holders, together with any other party who accedes to the Security Trust Deed as a Beneficiary (and each a "Beneficiary")</p> <p>"Companies" means the Company and the Parent</p> <p>"Loan Stock" means the loan stock issued or to be issued pursuant to the Loan Stock Instrument or, as the case may be, the amount thereof for the time being outstanding</p> <p>"Loan Stock Documents" means the Loan Stock, the Loan Stock Instrument, the Debenture, the Security Trust Deed and any other document designated as such by the Security Trustee and the Company</p> <p>"Loan Stock Holders" means (i) at the date of the Debenture the Investors (as defined in the Security Trust Deed) and (ii) after the date of the Debenture, the holders of any Loan Stock from time to time</p> <p>"Loan Stock Instrument" the instrument dated on or about the date of the Debenture constituting £240,018 12 per cent secured A loan notes 2018 of the Parent</p> <p>"Obligors" means together the Parent, each Company and each Subsidiary of the Parent that becomes a party to the Debenture as an Obligor by executing an Obligor Accession Deed (and each an "Obligor")</p> <p>"Obligor Accession Deed" means a deed of accession to the Debenture executed by a Subsidiary of the Parent in the form set out in Schedule 8 to the Debenture, by virtue of which that Subsidiary shall become bound by the Debenture in the capacity of an Obligor</p> <p>"Parent" means Hamsard 3267 Limited (Company Number 7786702) whose registered office is at 148 Edmund Street, Birmingham, B3 2JR</p> <p>"Secured Obligations" means all present and future obligations and liabilities of the Company to the Security Trustee, the Beneficiaries or any of them under or in connection with the Loan Stock Documents (or any of them) or on any other account whatsoever in each case</p> <p>(a) whether actual or contingent and whether incurred alone or jointly with any other person(s),</p> <p>(b) whether incurred as primary obligor, as surety or as guarantor,</p> <p>(c) whether incurred directly to the Security Trustee or any Beneficiary or whether the Security Trustee or any Beneficiary is entitled to claim the payment or discharge of any obligations or liabilities solely by reason of an assignment or transfer to it by the person originally entitled, and</p> <p>(d) in whatever currency those obligations and liabilities maybe denominated</p> <p>"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Trust Deed" means the security trust deed dated on or around the date of the Debenture and made between among others (1) the Parent, (2) the Companies, (3) the Security Trustee and (4) the Investors (each term as defined therein) pursuant to which the Security Trustee has agreed to hold the benefit of the Security constituted by the Debenture on trust for the Beneficiaries (each term as defined therein) from time to time</p> <p>"Subscription Agreement" means the subscription agreement to be entered into on the same date as the Debenture between, amongst others, (1) the Investors (2) the Company and (3) the Managers (as such term is</p>

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

defined in such agreement)

"**Subsidiary**" shall have the meaning given to it in Section 1159 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (viii) all of its present and future uncalled capital and goodwill,
- (ix) all of its present and future benefits and rights under or in respect of any present or future contracts and/or policies of insurance and the proceeds of all claims under them (to the extent the same are not otherwise subject to an effective fixed charge pursuant to Clause 3 1 of the Debenture),
- (x) all of its Cash at Bank
- (xi) all of its present and future plant, machinery, equipment, vehicles, computers and other chattels and its interest in plant, machinery, equipment, vehicles, computers or other chattels in its possession (other than for the time being part of its stock in trade or work in progress), and
- (xii) the benefit of all present and future licences, permissions, consents, authorisations, concessions and agreements held in connection with this business or the use of any of its assets and the right to recover and receive all compensation that may at any time become payable to it in respect of any of them

Floating Charge

(a) The Company as beneficial owner and with full title guarantee, as a continuing security for the payment, discharge and performance of the Secured Obligations has charged to the Security Trustee all its undertaking (present and future, wherever situated), including, without limitation, its stock in trade or work in progress and the assets charged, mortgaged or assigned pursuant to the Debenture if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective

(b) The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in Clause 3 2(a) of the Debenture which shall be qualifying floating charges and shall be enforceable at any time on or after the Enforcement Date

Assignments

The Company as beneficial owner and with full title guarantee as a continuing security for the payment, discharge and performance of the Secured Obligations has assigned and agreed to assign absolutely to the Security Trustee all its right, title, interest and benefit in, to arising under or resulting from the Documents including the rights to make demand for and receive payment, to take any action (including for specific performance) and to exercise any remedies available at law or equity to the Company

Negative Pledge

The Company shall not create, agree or attempt to create or permit to subsist any Security over all or any of its assets or undertaking

Further Assurance

The Company shall, at its own expense, promptly execute, deliver and do all such deeds, documents, acts and things (including further Security over the Secured Assets or any of them) as the Security Trustee may reasonably require for the purpose of

- (a) registering, perfecting or protecting the security intended to be created by the Debenture,
- (b) obtaining the full benefit of the rights conferred on the Security Trustee under the Debenture, or
- (c) exercising any of the powers, authorities and discretions vested in the Security Trustee or any Receiver by the Debenture

Crystallisation

The Security Trustee may from time to time, by notice to a Company, convert the Floating Charge into a specific fixed charge as regards all or any of that Company's assets specified (whether generally or specifically) in the notice

- (a) if an Event of Default has occurred and is continuing, or
- (b) if the Security Trustee (in good faith) considers those assets to be in jeopardy, whether due to a risk of being seized or sold under any form of distress, attachment, execution, sequestration or other legal process or otherwise

Definitions

"Accounts" means each Collection Account, and each an "Account"

"Account Bank" means a bank, financial institution or other person with which the Company maintains an

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Account or any other account

"Cash at Bank" means together (a) all monies (including interest) standing to the credit of the Company's accounts (including the Accounts) with any Account Bank, (b) all deposits made by the Company with any Account Bank, and (c) all other sums held for the Company by any Account Bank, and the debt represented by each of them

"Charged Property" means the Secured Assets charged under sub-clauses (a) or (b)(i) of Clause 3 1 (*Fixed Charges*) of the Debenture

"Collection Account" means in relation to the Company its account with any other bank, financial institution or other person into which the proceeds of realisation of Debts are to be paid pursuant to Clause 11 (*Book and other Debts*) of the Debenture

"Debts" means all book and other monetary debts, revenues and claims, now or at anytime in the future, due owing or incurred to the Company (but excluding Cash at Bank) the proceeds of those book and other monetary debts and claims and the benefit of all rights and remedies of any nature (including guarantees and security) relating to those book and other monetary debts and claims and all present and future things in action which give rise or may give rise to a debt or debts

"Documents" means all documents and agreements listed or referred to in Schedule 7 (*Documents*) of the Debenture

"Enforcement Date" means the date determined in accordance with Clause 17 1 (*When security becomes enforceable*) of the Debenture

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under the Accounting Principles

"Event of Default" means the occurrence of any of the events set out in Clause 5 1 (*Accelerated Repayment*) of the Loan Stock Instrument

"Fixtures" means all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery

"Floating Charge" means any of the floating charges created by Clause 3 2 (*Floating Charge*) of the Debenture

"Group" means the Parent, the Companies and each of their respective Subsidiaries for the time being, and **"member of the Group"** shall be construed accordingly

"Insurances" means all present and future contracts or policies of insurance (including life assurance policies) taken out by a Company or in which a Company from time to time has an interest

"Intellectual Property" means, in relation to the Company (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each member of the Group, including those listed in Schedule 6 (*Intellectual Property*) of the Debenture

"Receiver" means a receiver and/or manager, an administrative receiver (within the meaning of section 29(2)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Insolvency Act 1986) appointed by the Security Trustee pursuant to Clause 20 1 (<i>Appointment of Receiver</i>) of the Debenture (provided always that any reference to an administrative receiver is only applicable where there is no prohibition on appointing an administrative receiver by section 72A of the Insolvency Act 1986)</p> <p>"Secured Assets" means all property, assets, undertakings, rights and benefits, mortgaged, charged or assigned to the Security Trustee under or pursuant to the Debenture</p> <p>"Securities" means all the shares listed in Schedule 5 (<i>Securities</i>) of the Debenture and all other stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof</p>	

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 Squire Sanders (UK) LLP X

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

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 Danielle Parkinson DP4/AF2/SOV 30-4

Company name Squire Sanders (UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country

DX 26441 Leeds

Telephone +44 (0)113 284 7000



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7472997
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 3 JANUARY 2012 AND CREATED BY
HAMSARD 3232 LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY AND EACH OTHER
OBLIGOR TO SOVEREIGN CAPITAL PARTNERS LLP AND THE
BENEFICIARIES 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 7 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES