

MG01

Particulars of a mortgage or charge

652976/13



iris
LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

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



What this form is NOT for

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

MONDAY



R1MISFBM

RCS

26/11/2012

#35

COMPANIES HOUSE

A1M1A1UMB

A05

23/11/2012

#121

COMPANIES HOUSE

1

Company details

Company number

0 8 2 6 6 8 0 0

Company name in full

Hancocks Midco Limited (the "Chargor")

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

d1 d6 m1 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

Security agreement dated 16 November 2012 between Investec Bank plc (the
"Security Agent") and the companies identified in Schedule 1 of that
document as original chargors (the "Original Chargors") (the "Security
Agreement")

4

Amount secured

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

Amount secured

Please see the continuation page

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	Investec Bank plc (as agent and and trustee for the Finance Parties)		
Address	2 Gresham Street,		
	London		
Postcode	E	C 2 V 7 Q P	
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 Part 1 of the continuation sheets, together with the covenants and restrictions set out in Part 2 of the continuation sheets and the schedules set out in Part 3 of the continuation sheets		

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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 *Macdonald WP*

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 **Nicholas Page (NGP/630224)**

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode

E	C	4	A	1	L	T
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Country **UK**

DX **DX No 138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**



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

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

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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>All present and future moneys, obligations and liabilities due, owing or payable by any Obligor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Finance Documents (the "Secured Liabilities")</p> <p>References to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing</p> <p>Capitalised terms are defined in the main body of, or the continuation sheets to, this form MG01</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 1

Definitions

In this form MG01

Accounts means all accounts (including any Designated Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time after the date of the Security Agreement (and from time to time) owned, operated or held by the Chargor or in which the Chargor has an interest,

Acquisition Documents has the meaning given to it in the Senior Facilities Agreement,

Administrator means a person appointed in accordance with Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property,

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

Ancillary Documents means each document relating to or evidencing the terms of an Ancillary Facility,

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement,

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement,

Assigned Agreements means the Acquisition Documents, Hedging Agreement and the Reports,

Blocked Account means in relation to the Chargor

- (a) any account so detailed in schedule 1 below (*Accounts*), or
- (b) any other account which the Security Agent and the Chargor have so designated,

Borrower has the meaning given to it in the Senior Facilities Agreement,

Charged Assets means all the assets for the time being subject to the security created by the Security Agreement (and references to the Charged Assets include references to any part of them),

Debts means all book and other debts, of any kind whatsoever (including any Non-Vesting Debts) now or at any time after the date of the Security Agreement (and from time to time) due, owing or payable to the Chargor or in which the Chargor has an interest and the proceeds of the same, including the benefit of any judgment or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

Designated Accounts means each Mandatory Prepayment Account and each Holding Account including the accounts so detailed in schedule 1 below (*Accounts*) and each Blocked Account,

Equipment means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time after the date of the Security Agreement (and from time to time) owned by the Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

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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>Facility Agreements means the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>Finance Documents means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p>Finance Parties means the Senior Finance Parties and the Mezzanine Finance Parties,</p> <p>Floating Charge Assets means all the assets for the time being subject to the floating charge created by the Security Agreement (and references to the Floating Charge Assets include references to any part of it),</p> <p>Goodwill means all goodwill now or at any time after the date of the Security Agreement (and from time to time) of or in the Chargor,</p> <p>Hedging Agreement has the meaning given to in the Senior Facilities Agreement,</p> <p>Holding Account has the meaning given to in the Senior Facilities Agreement,</p> <p>Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary,</p> <p>Insurance Policies means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time after the date of the Security Agreement (and from time to time) taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,</p> <p>Intellectual Property means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time after the date of the Security Agreement (and from time to time) owned or held by the Chargor or (to the extent of its interest) in which the Chargor has an interest,</p> <p>Lender has the meaning given to it in the Senior Facilities Agreement,</p> <p>Mandatory Prepayment Account has the meaning given to it in the Senior Facilities Agreement,</p> <p>Mezzanine Agent means the Agent under and as defined in the Mezzanine Facility Agreement,</p> <p>Mezzanine Facility Agreement means the agreement dated 16 November 2012 and made between, among others, the Mezzanine Agent and the Chargor relating to a mezzanine loan facility,</p> <p>Mezzanine Finance Documents means the Finance Documents (as such term is defined in the Mezzanine Facility Agreement),</p> <p>Mezzanine Finance Parties means the Finance Parties (as such term is defined in the Mezzanine Facility Agreement),</p> <p>Non-Vesting Debts means in relation to a Chargor which is a Borrower under the Ancillary Facility, any Debt which either fails to vest absolutely or effectively in the Ancillary Lender in accordance with the provisions of the Ancillary Documents for any reason, including where the assignment of that</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Debt to the Ancillary Lender is void or voidable (whether as between the Ancillary Lender and such Chargor or as between the Ancillary Lender and any third party),</p> <p>Obligor means each Obligor as defined in the Senior Facilities Agreement and each Obligor as defined in the Mezzanine Facility Agreement,</p> <p>Pension Fund Interests means all interests and rights now or at any time after the date of the Security Agreement (and from time to time) owned or held by the Chargor in relation to any pension fund,</p> <p>Permitted Disposal has the meaning given to it the Senior Facilities Agreement,</p> <p>Permitted Security has the meaning given to it in the Senior Facilities Agreement</p> <p>Properties means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immovable properties now or at any time after the date of the Security Agreement (and from time to time) owned by the Chargor (including the properties which are briefly described in schedule 2 below (<i>Properties currently owned</i>)) but excluding any Short Leasehold Properties,</p> <p>Property Interests means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time after the date of the Security Agreement (and from time to time) owned or held by the Chargor,</p> <p>Receiver means a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of the Chargor,</p> <p>Reports has the meaning given to it in the Senior Facilities Agreement,</p> <p>Security means a 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>Securities means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time after the date of the Security Agreement (and from time to time) owned by the Chargor, or in which the Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,</p> <p>Senior Agent: means the Agent under and as defined in the Senior Facilities Agreement,</p> <p>Senior Facilities Agreement means the agreement dated 16 November 2012 and made between, among others, the Senior Agent and the Chargor, relating to certain loan and other banking facilities,</p> <p>Senior Finance Documents means the Finance Documents (as such term is defined in the Senior Facilities Agreement),</p> <p>Senior Finance Parties means the Finance Parties (as such term is defined in the Senior Facilities Agreement),</p> <p>Short Leasehold Properties means all leasehold properties for a term of less than 15 years</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by the Chargor under which the Chargor is obliged to pay a rack rental, save where continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of the Chargor,</p> <p>Subsidiary means a subsidiary undertaking within the meaning of s 1162 of, and Sched 7 to, the Companies Act 2006, and</p> <p>Uncalled Capital means all the uncalled capital now or at any time after the date of the Security Agreement (and from time to time) of the Chargor</p> <p style="text-align: center;">Short particulars of all property mortgaged or charged</p> <p>1 In the Security Agreement, as a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee</p> <p>1 1 granted to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (<i>Properties currently owned</i>) below,</p> <p>1 2 charged to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its</p> <p style="padding-left: 40px;">1 2 1 Properties acquired by it after the date of the Security Agreement,</p> <p style="padding-left: 40px;">1 2 2 Property Interests,</p> <p style="padding-left: 40px;">1 2 3 Equipment,</p> <p style="padding-left: 40px;">1 2 4 Securities,</p> <p style="padding-left: 40px;">1 2 5 Intellectual Property,</p> <p style="padding-left: 40px;">1 2 6 Insurance Policies,</p> <p style="padding-left: 40px;">1 2 7 Debts,</p> <p style="padding-left: 40px;">1 2 8 Accounts,</p> <p style="padding-left: 40px;">1 2 9 Pension Fund Interests,</p> <p style="padding-left: 40px;">1 2 10 Goodwill and Uncalled Capital, and</p> <p>1 2 11 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to paragraphs 1 1-1 4 inclusive</p> <p>1 3 assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and</p> <p>1 4 assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>of any guarantee or security for the performance of the Assigned Agreements</p> <p>2 As a continuing security for the payment or discharge of the Secured Liabilities, in the Security Agreement the Chargor with full title guarantee charged to the Security Agent (as trustee for the Finance Parties), by way of first floating charge, all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1 1-1 4 inclusive above</p> <p>3 The Security Agreement provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the Floating Charge Assets</p> <p>4 The Security Agreement also provides that if any of certain specified events occurs the Security Agent may at any time thereafter, by notice to the Chargor, convert the floating charge created by the Security Agreement with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the Chargor specified in such notice</p> <p>5 Any asset acquired by the Chargor after any conversion of the floating charge created under the Security Agreement as described in the two preceding paragraphs which but for such conversion would be subject to a floating charge shall, unless the Security Agent confirms in writing to the contrary, be charged to the Security Agent (as trustee for the Finance Parties) by way of first fixed charge</p> <p>6 If the Chargor acquires any freehold or leasehold property, whether registered or unregistered, it must (i) inform the Security Agent promptly of such acquisition, (ii) immediately on request by the Security Agent, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other Security in the jurisdiction where such property is located as the Security Agent may require), and (iii) comply with all registration requirements resulting from the acquisition of such property and the creation of Security over such property pursuant to the Security Agreement and the legal mortgage (or other Security) referred to above</p> <p style="text-align: center;">PART 2</p> <p style="text-align: center;">Covenants and restrictions</p> <p>1 In the Security Agreement, the Chargor covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreements</p> <p>1 1 create or purport to create or permit to subsist any Security other than Permitted Security on or in relation to the Charged Assets, or</p> <p>1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a Permitted Disposal</p> <p>2 In the Security Agreement, the Chargor has undertaken that it will not, save as permitted by the Security Agent, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Security Agreement</p> <p>3 Under the Security Agreement, the Chargor must, if called upon so to do by the Security Agent in accordance with the terms of the Security Agreement, execute a legal assignment of the Debts to the Security Agent in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred</p> <p>4 Under the Security Agreement, the Chargor must, promptly upon request by the Security</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agent or any Receiver or Administrator (acting reasonably), at its own expense, take whatever action the Security Agent or a Receiver or Administrator may reasonably require for

- 4 1 creating, perfecting or protecting any security created by or pursuant to the Security Agreement,
- 4 2 facilitating the realisation of any Charged Asset,
- 4 3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
- 4 4 creating and perfecting security in favour of the Security Agent (equivalent to the security created by the Security Agreement) over any assets of any Chargor located in any jurisdiction outside England and Wales
- 5 This includes
 - 5 1 the re-execution of the Security Agreement,
 - 5 2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
 - 5 3 the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient
- 6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by s 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by the Security Agreement

PART 3

Schedules

Schedule 1 – Accounts

None

Schedule 2 – Properties currently owned

A Registered land

None

B Unregistered land

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

None

PROFORMA

Company Number. 08266800
Company Name: Hancocks Midco Limited
Contact Name/ Organisation Nicholas Page (NGP/630224), Macfarlanes LLP
Address: 20 Cursitor Street, London EC4A 1LT

- The following details will need to be added, amended or deleted to the Form ~~MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09~~

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☒

Short particulars of all the property mortgaged or charged ☐

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

• ~~The following details will need to be added, amended or deleted to the
Form MG06/LLMG06/MG06s/LLMG06s~~

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

• ~~The following details will need to be added, amended or deleted to the
Form MG07/MG07s/LLMG07/LLMG07s/OSMG04~~

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

Please amend section 5, *Mortgagee(s) or person(s) entitled to the charge (if any) – “Name”*, so that the second “and” is deleted. It should therefore read “Investec Bank plc (as agent and trustee for the Finance Parties)”



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8266800
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 16
NOVEMBER 2012 AND CREATED BY HANCOCKS MIDCO
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO 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 26 NOVEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER
2012

Dx



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**