

MG01

Particulars of a mortgage or charge



438461/52

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

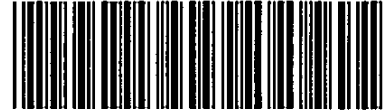
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

WEDNESDAY



A00NBTFI

A15

21/12/2011

#57

COMPANIES HOUSE

1

Company details

Company number

00628491

Company name in full

KILLBY & GAYFORD LIMITED (the
"Company")

4

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

16/12/2011

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

All present and future monies, obligations and liabilities owed by the Obligors to the Noteholders and the Security Trustee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Loan Note Documents or the Debenture (including, without limitation, those arising under Clause 12.3(b) of the Debenture) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (together, the "Secured Liabilities")

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	Growth Capital Partners Nominees Limited (the "Security
Address	Trustee"), 96-98 Baker Street, London
Postcode	W 1 U 6 T J
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	<p>By clause 3 of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:</p> <p>(a) charged to the Security Trustee, by way of first legal mortgage, all the Properties as listed in Schedule 2 to the Debenture (being the Scheduled Property),</p> <p>(b) charged to the Security Trustee, by way of first fixed charge.</p> <p>(i) all Properties acquired by the Borrower in the future,</p> <p>(ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of Clause 3 of the Debenture in, or over, freehold or leasehold property;</p> <p>(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;</p> <p>(iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Charged Property, and all rights in connection with them,</p> <p>(v) all present and future goodwill and uncalled capital for the time being of the Borrower,</p> <p>(vi) all the Equipment,</p> <p>(vii) all the Intellectual Property;</p> <p>(viii) all the Book Debts;</p> <p>(ix) all the Investments; and</p> <p>(x) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account).</p> <p>(c) assigned to the Security Trustee, by way of first legal mortgage, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment);</p> <p>(d) assigned to the Security Trustee, by way of first fixed charge, to the extent the same are assignable the benefit of the Assigned Agreements and the benefit of any guarantee or security for the performance of the Assigned Agreements; and</p> <p>(e) charged to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to Clause 3 1(a) to Clause 3.1(d) of the Debenture inclusive (as set out in paragraphs (a) to (d) above).</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 Osbame Clarke

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

Dan Barnhouse

Company name

Osborne Clarke

Address

Forbury Road

Apex Plaza

Reading

Post town

Berkshire

County/Region

Postcode

R G I I A X

Country

DX DX 117882 READING

Telephone

+44 (0)118 925 2086



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 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

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>Notes:</p> <p>1. Negative Pledge and restriction on dealing Pursuant to paragraph 1 of Part 1 of Schedule 4 to the Debenture, the Borrower agreed that it shall not at any time, except with the prior written consent of the Security Trustee:</p> <ul style="list-style-type: none"> (a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than the Debenture; or (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge; or (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party. <p>2. Further Assurance Pursuant to paragraph 7 of Part 1 of Schedule 4 to the Debenture, the Borrower agreed that it shall, at its own cost, prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Security Trustee may reasonably require) in favour of the Security Trustee as the Security Trustee, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Security Trustee may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property</p> <p>3. Power of attorney By paragraph 13 of Schedule 6 to the Debenture, the Borrower, by way of security, irrevocably appointed the Security Trustee and every Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which</p> <ul style="list-style-type: none"> (a) the Borrower is required to execute and do under the Debenture, including execute any document required by the Security Trustee under paragraph 6 of Part 1 of Schedule 4 to the Debenture; and/or (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by the Debenture or by law on the Security Trustee or any Receiver <p>Definitions: In this form MG01 the following terms have the following meanings:</p> <p>"Assigned Agreements" means the agreements described in Schedule 1 to the Debenture, of which there are none</p> <p>"Book Debts" means all present and future book and other debts and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them</p> <p>"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it).</p> <p>"Designated Account" means any account nominated by the Security Trustee as a designated account for the purposes of the Debenture.</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p> <p>"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts,</p>

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

replacements, modifications and additions

"Intellectual Property" means the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

"Investments" means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time.

"Issuer" means Killby & Gayford Group Limited incorporated and registered in England and Wales with company number 06342552 whose registered office is at 96-98 Baker Street, London W1U 6TJ.

"Loan Note Instrument" means the instrument entered into by the Issuer on or about the date of this debenture for the issue of £6,000,000 secured loan notes 2014

"Loan Note Documents" means:

- (a) the Loan Note Instrument and the Loan Notes;
- (b) any guarantee and/or indemnity entered into by the Borrower and/or any affiliates of the Borrower in relation to liabilities under the Loan Note Instrument and the Loan Notes, and
- (c) any document entered into by the Borrower, the Issuer and/or any affiliates of the Borrower from time to time creating or expressed to create any Encumbrances over all or any part of their assets as security for liabilities under the other Loan Note Documents.

"Loan Notes" means the loan notes issued under the terms of the Loan Note Instrument.

"Noteholders" means the registered holders of the Loan Notes from time to time.

"Obligors" means the Borrower, the Issuer and any affiliate of the Borrower which is party to any Loan Note Document.

"Permitted Encumbrance" means any lien arising by operation of law in the ordinary course of trading and any other Encumbrance to which the Security Trustee has granted its prior written consent.

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (including (but not limited to) the properties which are briefly described in Schedule 2 to the Debenture (being the Scheduled Property) and "Property" means any of them.

"Receiver" means a receiver and/or manager of any or all of the Charged Property appointed under Paragraph 6 of Schedule 6 to the Debenture

"Scheduled Property" means the Properties described in Schedule 2 to the Debenture, of which there are none.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 628491
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16
DECEMBER 2011 AND CREATED BY KILLBY & GAYFORD
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGORS TO THE NOTEHOLDERS AND
GROWTH CAPITAL PARTNERS NOMINEES LIMITED (THE
SECURITY TRUSTEE) 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 21 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 DECEMBER
2011

