

MG01

141792/13



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

FRIDAY



A15 \*AZNOEYD9 64  
14/10/2011  
COMPANIES HOUSE

1

**Company details**

Company number

0 1 2 4 0 7 5 3

Company name in full

Long Tall Sally Limited

(the "Chargor")

For official use

1 8

**→ 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 d7 m1 m0 y2 y0 y1 y1

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 dated 7 October 2011 and made between the Chargor and London  
and Capital Asset Management Limited (as investment manager on behalf of  
London & Capital Satellites SPC) acting in the name of London & Capital  
Satellites SPC Global Managed (2) Fund as Lender (the "Debenture")

4

**Amount secured**

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

Amount secured

The amount secured by this debenture means all  
present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or in any other capacity whatsoever) of the  
Chargor to the Lender on any account whatsoever  
together with all costs, charges and expenses on a  
full indemnity basis incurred by the Lender in the  
protection, preservation and enforcement of its  
respective rights in relation thereto (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 London & Capital Satellites SPC Global Managed (2) £ Fund

Address 4 Triton Square, Regents Place

London

Postcode N W 1 3 H G

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

The Chargor covenants with the Lender that it shall on demand and as primary obligor pay to the Lender and discharge the Secured Liabilities on the demand of the Lender

CONTINUED

# 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

N/A

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

# 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 Nick Larkman

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



### 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)**

# 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>1 CHARGING PROVISIONS</p> <p>1 1 Legal and equitable mortgages over land and immovable assets</p> <p>The Company with full title guarantee charges in favour of the Lender for the payment and discharge of the Secured Liabilities</p> <p>1 1.1 by way of legal mortgage, the Land described in Schedule 1 below and its proceeds of sale or any part thereof, and</p> <p>1 1 2 by way of legal mortgage, all estates or interest in any freehold or leasehold Land (except the Land described in Schedule 1) belonging to the Company at the date of the Debenture and their proceeds of sale or any part thereof; and</p> <p>1.1 3 by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 1 1 1 and 1 1 2, all estates or interest in any freehold or leasehold Land and all immovable assets belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period regardless (as regards immoveable assets) of their location, and</p> <p>1.1 4 by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 1 1 1 and 1 1 2 or a fixed charge under Clause 1 1 3, all liens, charges, options, agreements, rights and interests over Land belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period</p> <p>1 2 Fixed charges over other assets and rights</p> <p>The Company with full title guarantee charges in favour of the Lender for the payment and discharge of the Secured Liabilities by way of fixed charge (and to the extent that they are not subject of a mortgage under Clause 1 1)</p> <p>1.2 1 all plant, machinery, vehicles, computers, office and other equipment and in all cases, the full benefit of all licences, warranties and maintenance contracts for them,</p> <p>1 2 2 the goodwill and uncalled capital of the Company at any time during the Security Period,</p> <p>1.2 3 the Intellectual Property, and</p> <p>1 2 4 all its rights under, or in connection with, present and future licences, consents and authorisations (statutory or otherwise) held by the Company at any time during the Security Period in connection with the business of the Company or the Charged Assets and the right to recover and receive all compensation or other amounts payable to the Company in respect thereof;</p> <p>1.3 Floating Charge over stock in trade and remaining assets</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	<p>The Company with full title guarantee charges in favour of the Lender for the payment and discharge of the Secured Liabilities by way of Floating Charge all Assets other than those Assets for the time being effectively charged by way of legal or equitable mortgage or fixed charge as provided in Clause 1.1, effectively charged by way of fixed charge as provided in Clause 1 2 or effectively assigned (whether at law or in equity) to the Lender as provided in Clause 1 Such Floating Charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986, the provisions of such paragraph applying to such Floating Charge</p> <p>1 4 Supplemental</p> <p>The fact that no details of properties or assets are included or inserted in any Schedule shall not affect the validity or enforceability of the charges created in relation thereto in the Debenture</p> <p>2 ASSIGNMENT</p> <p>2 1 The Company assigns and agrees to assign absolutely with full title guarantee to the Lender (subject to the proviso contained in Clause 2 2), as security for the payment and discharge of the Secured Liabilities, the benefit of all of its right, title and interest to, in and under all present and future</p> <p>2 1 1 agreements, contracts, deeds, licences, undertakings, covenants, warranties, representations and other documents entered into by or given to the Company; and</p> <p>2 1 2 Book Debts and the proceeds of the payment and collection of the same</p> <p>2 2 Proviso for reassignment</p> <p>The assignments by the Company in Clause 2.1 are subject to the proviso that following the end of the Security Period the Lender shall reassign to the Company or other person entitled thereto (without recourse or warranty and at the Company's expense) the subject matter of those assignments or, as the case may be, the balance thereof</p> <p>3 CRYSTALLISATION OF FLOATING CHARGE</p> <p>3 1 By notice</p> <p>The Lender may, at any time by notice to the Company, convert the Floating Charge with immediate effect into a fixed charge as regards any Charged Asset subject to the Floating Charge which the Lender has reasonable grounds to believe to be in jeopardy</p> <p>3 2 Automatic on creation of other Liens or judicial process</p> <p>If, without the prior written consent of the Lender</p> <p>3 2 1 the Company creates or permits to subsist a Lien over the Charged Assets, or attempts to do so, or</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

3 2.2 any person levies, or attempts to levy, any distress, attachment, execution or other legal process against the Charged Assets, the Floating Charge over the Charged Assets the subject of that Lien, process or attempt shall automatically convert into a fixed charge and, to the fullest extent permitted by law, that conversion shall be deemed to happen the instant before such event occurs

3 3 Winding-up, insolvency

Notwithstanding Clauses 3 1 and 3 2, and without prejudice to any law which may have a similar effect, the Floating Charge shall automatically be converted with immediate effect into a fixed charge as regards all the Charged Assets subject to the Floating Charge

3 3 1 after this Security has become enforceable in accordance with Clause 12.1 of the Debenture (and at all times thereafter), or

3 3.2 on the passing of a resolution for the voluntary winding-up of the Company

4 RESTRICTIONS ON DEALING WITH CHARGED ASSETS

4 1 No Liens over Charged Assets

The Company shall not create or allow to subsist any Lien on or over the Charged Assets (save for Permitted Liens)

4.2 Dealing with Book Debts

The Company shall not sell, assign, transfer, discount, factor, alienate, deal with or otherwise dispose of, exchange, compound, set-off or grant time or indulgence in respect of, or waive or release the Book Debts otherwise than in accordance with Clause 7 of the Debenture or otherwise save as expressly permitted by the Lender

4 3 Dealing with other Charged Assets

This Clause 4 3 does not apply to the Book Debts. Subject to Clauses 4 4 and 4.5, the Company shall not, without the prior written consent of the Lender (either in a single transaction or in a series of transactions, whether connected or not, and whether at one time or over a period of time)·

4 3 1 sell, convey, transfer or otherwise dispose of, the Charged Assets,

4.3 2 part with possession of the Charged Assets,

4 3 3 confer upon any person any licence, right or interest to occupy the Charged Assets,

4 3.4 grant any licence or permission to assign or underlet the Charged Assets, or

# 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

4 3 5 enter into any option agreement or arrangement having a similar effect to any of the actions referred to above in this Clause 4.3

#### 4.4 Permitted Transactions

The prohibitions contained in Clause 4.3 shall not apply to

4 4 1 any disposal which constitutes the creation of a Permitted Lien, or

4.4 2 any payment of money to the Lender in or towards satisfaction of the Secured Liabilities

#### 4 5 Floating Charge Assets

The prohibitions contained in Clause 4.3 shall not prevent the Company from dealing in the ordinary course of its business with the Charged Assets which are, at the relevant time, subject to the Floating Charge until the Floating Charge relating to the relevant Charged Assets is converted into a fixed charge

#### 5 FURTHER ASSURANCES

##### 5 1 Perfection of Liens

The Company shall, at its own expense, execute and do all such assurances, acts and things as the Lender may require for perfecting the Liens intended to be created by the Debenture over the Charged Assets or for facilitating the realisation of the Charged Assets and in the exercise of all powers, authorities and discretions vested in the Lender or any Receiver of the Charged Assets or in any delegate or sub-delegate

##### 5 2 Specific acts

The Company shall, in particular but without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Assets whether to the Lender or to its nominees and give all notices, orders and directions and make all registrations which the Lender may think expedient

##### 5 3 Notices of this Security

The Company shall, if so requested by the Lender, promptly affix to the Charged Assets, and indorse or cause to be indorsed on the certificates and documents which constitute or evidence title to the Charged Assets, such notices, endorsements or memoranda referring to this Security as the Lender may reasonably and from time to time require.

#### 61 DEFINITIONS AND INTERPRETATION

##### 6.1 Definitions

In this Debenture.

"Act" means the Law of Property Act 1925,

"Assets" means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest, in each case at any time during the Security Period,



# 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

**"Book Debts"** means all book and other debts of any nature now or at any time during the Security Period due or owing to the Company and the benefit of, and the proceeds of all claims under, all Liens, guarantees, indemnities, letters of credit and insurances of any nature enjoyed or held by the Company at any time during the Security Period in relation to those book and other debts;

**"Business Day"** means any day (other than a Saturday or a Sunday) on which banks are open for business in London,

**"Charged Assets"** means the Assets from time to time subject or expressed to be subject to the Security;

**"Default Rate"** means 4%,

**"Floating Charge"** means the floating charge detailed in Clause 1 3, above,

**"Intellectual Property"** means all know-how, patents, patent licences, trade marks, trademark licenses, service marks, business names, topographical or similar rights, copyrights, copyright licenses and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether or not registered and including all applications for the same) belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest at any time during the Security Period;

**"Lien"** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing),

**"Loan Agreement"** means the loan agreement dated on 7 October 2011 between the Company and the Lender;

**"Permitted Lien"** means any lien created by the Company in its ordinary course of business or by operation of law or pursuant to (1) a debenture dated 02/06/05 granted by the Company in favour of Michael Bennett or (11) a debenture dated 02/06/05 granted by the Company in favour of Maurice Bennett

**"Receiver"** means any one or more persons appointed as an administrator or as a receiver in accordance with the provisions of the Debenture or the Act and includes an administrative receiver (as referred to in the Insolvency Act 1986) and a receiver and manager,

**"Secured Liabilities"** means 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 Company to the Lender on any account whatsoever together with all costs, charges and expenses on a full indemnity basis incurred by the Lender in the

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

protection, preservation and enforcement of its respective rights in relation thereto,

"**Security**" means the security from time to time constituted by, or pursuant to, the Debenture,

"**Security Period**" means the period beginning on the date of the Debenture and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Security hereby created has been unconditionally and irrevocably released and discharged,

"**Shares**" means shares, stock and debentures including, without limitation, debenture stock, loan stock, bonds, notes and certificates of deposit, and

"**UK Charged Assets**" means those Charged Assets located in England and Wales

Schedule 1

No property listed



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

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

**COMPANY NO. 1240753  
CHARGE NO. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 OCTOBER  
2011 AND CREATED BY LONG TALL SALLY LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO LONDON & CAPITAL SATELLITES SPC GLOBAL  
MANAGED (2) £ FUND ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 14 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER  
2011

*df*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES