

MG01

Particulars of a mortgage or charge



A fee is payable with this form

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

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a  
Scottish company. To do this  
please use MG01s

THURSDAY



\*A25LQC5N\*

A02

04/04/2013

#306

COMPANIES HOUSE

For official use

**1 Company details**

Company number 01501584

Company name in full Rossendales Limited

(the "Company")

→ **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 21/03/2013

**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 dated 21 March 2013 and made between the Company and Quintus European  
Mezzanine Fund S a r l (the "Fund") (the "Debenture")

**4 Amount secured**

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

Amount secured 7 All money and liabilities and other sums agreed to be paid by  
the Company to the Fund and all other money and liabilities  
expressed to be secured by the Debenture (including, without  
limitation, any expenses and charges arising out of or in  
connection with the acts or matters referred to in clauses 10,  
13, 14, 18, 23 of the Debenture) and all other obligations and  
liabilities of the Company under the Debenture (the "Secured  
Obligations")

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

**MG01****Particulars of a mortgage or charge**

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>									
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details								
Name	Quintus European Mezzanine Fund S a r l									
Address	12, rue Leandre Lacroix, L-1913									
	Luxembourg									
Postcode	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>									
Name										
Address										
Postcode	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>									

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation pages	

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	
<b>8</b>	<b>Delivery of instrument</b>  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 870). 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature <div style="display: flex; justify-content: space-between;"><div><b>X</b></div><div><i>Priscilla Masana</i></div><div><b>X</b></div></div> 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 **Anthony Frost**

Company name **Pinsent Masons LLP**

Address **3 Hardman Street**

Post town **Manchester**

County/Region **Greater Manchester**

Postcode 

M	3		3	A	U	
---	---	--	---	---	---	--

County

DX

Telephone **0161 250 0237**



### 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 the 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  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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**

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give us the short particulars of the property mortgaged or charged	
Short particulars	1	<p><b>CHARGES</b></p> <p>1 1 The Company with full title guarantee charged with the payment of the Secured Obligations and so that the charges created by the Debenture shall be a continuing security</p> <p>1 1 1 First The freehold and leasehold property (if any) of the Company both at the date of the Debenture and in the future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the schedule to the Debenture as set out in the schedule to this form (and, where any such property is leasehold, any right or interest at the date of the Debenture or in the future conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land of whatever description both at the date of the Debenture and in the future</p> <p>1 1 2 Secondly All the right, title and interest of the Company in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments</p> <p>1 1 3 Thirdly All book debts (including without limitation any book debts which are Non-Vesting Debts) both at the date of the Debenture and in the future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) the Related Rights, negotiable or non-negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights</p> <p>1 1 4 Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both at the date of the Debenture and in the future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)</p> <p style="padding-left: 40px;">(a) deposits and credit balances held by the Company with the Fund or any third party from time to time both at the date of the Debenture and in the future</p>

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

(including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof),

- (b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether at the date of the Debenture or in the future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),
- (c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),
- (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) at the date of the Debenture or in the future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),
- (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and
- (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described

1 1 5 Fifthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods

- (a) the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements,
- (b) the full benefit of and all rights under the Hiring

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Agreements, including all money payable under or in respect of the Hiring Agreements,

(c) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,

(d) the Company's rights and interests (if any) at the date of the Debenture and in the future in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and

(e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto

1 1 6 Sixthly

the Charged Securities,

(a) all rights in respect of or incidental to the Charged Securities, and

(b) the Interests in Securities

1 1 7 Seventhly The Intellectual Property Rights

1 1 8 Eighthly The goodwill and the uncalled capital of the Company both at the date of the Debenture and in the future

1 1 9 Ninthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) at the date of the Debenture or at any time in the future belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company

1 1 10 Tenthly All the rights, interests and benefits of the Company under any hire-purchase, conditional sale, credit sale, leasing or

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

rental agreement at the date of the Debenture or in the future to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

1 1 11 Eleventhly The undertaking and all property and assets of the Company both at the date of the Debenture and in the future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, and Tenthly described (if and in so far as the charges thereon or on any part or parts thereof contained in the Debenture shall for any reason be ineffective as fixed charges)

1 2 The security created shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described be first fixed charges (and as regards all those parts of the Charged Property First described vested in the Company at the date of the Debenture shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Eleventhly described shall be a first floating charge

#### 2 RESTRICTION

2 1 The Company agreed that it shall not without the prior written consent of the Fund

2 1 1 sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Eleventhly described) subject as provided in clause 5 7(a) of the Debenture,

2 1 2 create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence,

2 1 3 enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 5 1(b) of the Debenture as set out in paragraph 2 1 2 of this form,

2 1 4 transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Eleventhly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of



# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	<p>trading as transacted at the date of the Debenture,</p> <p>2 1 5 vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Fund for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee, or</p> <p>2 1 6 enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following</p> <p>(a) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier, and/or</p> <p>(b) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever, and/or</p> <p>(c) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in sub-clause 5 1(f)(ii) of the Debenture as set out in paragraph 2 1 6(b) of this form</p> <p>3 <b>DEFINITIONS USED IN THIS FORM</b></p> <p><b>"Charged Property"</b> means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, Tenthly and Eleventhly described in sub-clause 4 1 of the Debenture as set out in paragraph 1 1 of this form and references to the Charged Property include references to any part of it,</p> <p><b>"Credit Agreements"</b> means all agreements at the date of the Debenture or in the future entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements at the date of the Debenture or in the future entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to</p>
-------------------	--

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

or otherwise vested in the Company,

#### "Charged Securities" means

- (i) all those Securities which (or the certificates of which) are at the date of the Debenture or may at any time in the future be
  - (1) lodged with or held (in certificated or uncertificated form) by the Fund or its agents on behalf or for the account of the Company, or
  - (2) transferred to or registered in the name of the Fund or its nominee(s) on behalf or for the account of the Company, or
  - (3) held (whether in certificated or uncertificated form) by any person other than the Company for or to the order of the Fund or its nominee(s) at the request of or by arrangement with the Company, or
  - (4) held in uncertificated form by a member of CREST or any other similar system (including the Company itself if a member of CREST or other similar system) where the Fund or its nominee(s) may to the exclusion of the member of the system direct the transfer of such Securities,

(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date hereof), and
- (ii) the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Company or has an obligation to deliver or transfer, any such Securities to the Company or to the order of the Company, and
- (iii) all those Securities held by the Company in any subsidiary undertaking as defined in Section 1162 (together with Schedule 7) of the Companies Act 2006,

**"Enfranchising Legislation"** means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

II of the Landlord and Tenant Act 1954,

**"Hiring Agreements"** means all agreements (not being Credit Agreements) at the date of the Debenture or in the future entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) at the date of the Debenture or in the future entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company,

**"Instalment Credit Agreements"** means the Credit Agreements and the Hiring Agreements,

**"Intellectual Property Rights"** means

- (i) all copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights at the date of the Debenture or in the future whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,
- (ii) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company,

**"Interests in Securities"** means the Charged Securities and all stocks, shares, securities, rights, money or property or other assets accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Charged Securities including without limitation all dividends, interest and other income payable in connection therewith,

**"Non-Vesting Debts"** means all book and other debts which are purchased or purported to be purchased by the Fund pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Company and the Fund but which fail to vest absolutely and effectively in the Fund for any reason,

**"Related Rights"** means in relation to any book or other debts

- (i) all security, bonds, guarantees, indemnities in relation to such debts,
- (ii) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the

## MG01 – continuation page

### Particulars of a mortgage or charge

6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

contract or arrangement under which such debts arise,

(iii) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amount due and to become due under the contract or arrangement under which such debts arise, and

(iv) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing such debts,

**“Securities”** means all stocks, shares, bonds, certificates of deposit, bills of exchange, depository receipts, loan capital, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise)

#### SCHEDULE

None at the date of the Debenture



**FILE COPY**

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

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

**COMPANY NO. 1501584  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 MARCH  
2013 AND CREATED BY ROSSENDALES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO QUINTUS EUROPEAN MEZZANINE FUND S.A.R.L  
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 4 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2013

②

