

MG01

Particulars of a mortgage or charge

150 757 / 465

THURSDAY



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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1

Company details

Company number ☒ 0 2 6 3 1 3 4 0

Company name in full ☒ A4e Ltd (the "Company")

36

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 ☒ 2 6 0 1 2 0 1 2

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") between (1) the Company as parent, (2) A4e
Management Ltd, A4e Wales Limited and A4e Scotland Ltd as original
subsidiaries, and (3) the Royal Bank of Scotland plc in its capacity as
security agent (the "Security Agent")

4

Amount secured

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

Amount secured

The Company has covenanted and undertaken that it
will pay on demand to the Security Agent all moneys
and discharge all obligations and liabilities at
the date of the Debenture or thereafter due, owing
or incurred by the Company to Secured Parties or
any of them whether express or implied, present,
future, actual or contingent, joint or several,
incurred as principal, surety or guarantor
determined in whatever currency or incurred on any
banking account under or pursuant to any Finance
Document when the same become due for payment or
discharge and interest (as well after as before
judgment) to date of payment at such rates and upon
such terms as may from time to time be payable

(Please see continuation sheet)

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	The Royal Bank of Scotland plc as Security Agent	
Address	36 St Andrew Square	
	Edinburgh	
Postcode	E H 2 2 Y B	
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>1. The Company with full title guarantee and so far as permitted by applicable law has charged to the Security Agent as a continuing security for the payment and discharge of the Secured Obligations</p> <p>(a) by way of first legal mortgage, the Properties (if any) specified against its name in Part 2 of the Schedule (Properties) of the Debenture,</p> <p>(b) by way of first legal mortgage, all Properties (other than any property specified in Part 2 of the Schedule of the Debenture) owned by the Company at the date of the Debenture or in which the Company has an interest,</p> <p>(c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of paragraphs (a) and (b) above) all present and future Properties at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest,</p> <p>(d) by way of first fixed charge, the Equipment (if any) specified in Part 3 of the Schedule (Equipment) of the Debenture and the benefit of all contracts and warranties relating to the same,</p> <p>(e) by way of first fixed charge, all Equipment (other than any Equipment specified in Part 3 of the Schedule (Equipment) of the Debenture) at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,</p> <p style="text-align: right;">Cont</p>	

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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 *Signe d'advis (UK) LLP*

X

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

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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 Andrew Fordham

Company name Squire Sanders (UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country United Kingdom

DX DX

Telephone 0113 284 7000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

and all commission, fees, expenses and other charges and all legal and other costs when the same become due for payment or discharge (the "Secured Obligations")

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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>(f) by way of first fixed charge, all Securities at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest,</p> <p>(g) by way of first fixed charge, all Debts at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest (whether originally owing to such Company or purchased or otherwise acquired by it),</p> <p>(h) by way of first fixed charge, the proceeds of collection of all Debts and all moneys standing to the credit of an account with the Security Agent or any other bank, financial institution or other person into which the proceeds of realisation of Debts are to be paid pursuant to clause 5 1 (a) of the Debenture,</p> <p>(i) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Mandatory Prepayment Account and the Holding Account (as each term is defined in the Facility Agreement),</p> <p>(j) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in paragraphs (g), (h) or (i) above,</p> <p>(k) by way of first fixed charge, the goodwill and uncalled capital of the Company,</p> <p>(l) by way of first fixed charge, the Intellectual Property (if any) specified in Part 5 of the Schedule (Intellectual Property) of the Debenture,</p> <p>(m) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Part 5 of the Schedule (Intellectual Property) of the Debenture), at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest,</p> <p>(n) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, by way of first fixed charge all its rights and interests in (and claims under) the Assigned Agreements.</p> <p>2 The Company with full title guarantee, has charged to the Security Agent by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever situated, including, without limitation, any of its property and assets situated in Scotland or otherwise governed by or subject to Scots law, both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3 1 (Fixed Charges) of the Debenture or otherwise pursuant to the Debenture</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>3</p> <p>(a) As further security for the payment and discharge of the Secured Obligations, the Company has assigned absolutely so far as permitted by applicable law with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct)</p> <p>(b) Until the occurrence of an Event of Default which is continuing, but subject to clause 5 1(c) (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p><u>Negative Pledge</u></p> <p>Under the terms of the Debenture the Company has covenanted and undertaken that it will not</p> <p>(a) dispose of all or any of its Properties other than by way of a Permitted Transaction or a Permitted Disposal (as each term is defined in the Facility Agreement),</p> <p>(b) dispose of all or any of the Equipment specified in Part 3 of the Schedule (Equipment) to the Debenture except for Permitted Disposals;</p> <p>(c) dispose of all or any of the other Fixed Charge Assets except by way of Permitted Disposal,</p> <p>(d) dispose of its Inventory or any other Charged Asset which is not a Fixed Charge Asset otherwise than for full value in the ordinary course of business and on arm's length terms,</p> <p>(e) without limiting the generality of the foregoing provisions (a) to (d) above, dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (other than Permitted Security) on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5 1(a) of the Debenture, or</p> <p>(f) create or attempt to create or permit to subsist in favour of any person other than the Security Agent any Encumbrance on or affecting the Charged Assets or any part thereof except a Permitted Security (as defined in the Facility Agreement)</p> <p><u>Further Assurance</u></p> <p>(a) The Company shall if and when at any time required by the Security Agent execute such further Encumbrances and assurances in favour or for the benefit of the Secured Parties and do all such acts and things as the</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>Security Agent shall from time to time reasonably require in writing over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Security Agent's security over the Charged Assets or any part thereof or to facilitate the realisation of the same</p> <p>b) Such further Encumbrances and assurances shall be prepared by or on behalf of the Security Agent at the expense of the Company and shall contain (where permitted under applicable law)</p> <p>(1) an immediate power of sale without notice exercisable from and including the Enforcement Date;</p> <p>(11) a clause excluding section 93 of the Law of Property Act 1925 and the restrictions contained in section 103 of the Law of Property Act 1925, and</p> <p>(111) such other clauses for the benefit of the Secured Parties as the Security Agent may reasonably require and otherwise on no more onerous terms than those contained in the Debenture</p> <p>(c) The provisions of paragraphs (a) and (b) above shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Debenture by virtue of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p><u>Crystallisation</u></p> <p>So far as permitted by law and notwithstanding anything expressed or implied in the Debenture</p> <p>(a) if the Company creates or attempts to create any Encumbrance (other than a Permitted Security) over all or any of the Charged Assets or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets, the floating charge created by clause 3.2 (Floating Charges) of the Debenture over the Properties or asset concerned shall thereupon automatically without notice be converted into a fixed charge, and</p> <p>(b) each floating charge created by clause 3.2 (Floating Charges) of the Debenture shall automatically be converted into a fixed charge on the Enforcement Date</p> <p>(c) Notwithstanding anything expressed or implied in the Debenture but without prejudice to clause 3.7 (Automatic conversion of floating charge) of the Debenture, the Security Agent shall be entitled (to the extent competent under applicable law) at any time after the occurrence of an Event of Default which is continuing by giving notice in writing to that effect to the Company to convert the floating charge created by the</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

Company over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice

Definitions

"**Administrator**" means any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Company's affairs, business and property

"**Assigned Agreements**" means the Insurances

"**Charged Assets**" means, in relation to the Company, all or any assets of the Company from time to time subject or expressed to be the subject of the Security created or purported to be created pursuant to any provision of the Debenture

"**Collateral Instruments**" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

"**Debts**" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clause 3 1(h) or (i) of the Debenture

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment or assignation by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"**Enforcement Date**" means the date on which an Event of Default occurs or, if earlier, the date on which:

- (1) the Security Agent receives from any person a notice of intention to appoint an Administrator,
- (11) a Company (as defined in the Debenture) requests the Security Agent to appoint an Administrator or a Receiver,
- 111) an application is made for the appointment of an Administrator,

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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>(iv) a petition is presented for an administration order in respect of a Company (as defined in the Debenture),</p> <p>(v) an Administrator is appointed in relation to a Company (as defined in the Debenture)</p> <p>"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located</p> <p>"Event of Default" means any Event of Default as defined in the Facility Agreement</p> <p>"Facility Agreement" means the revolving facility agreement dated 30 December 2011 and made between (1) the Company as the parent, (2) The Royal Bank of Scotland plc as arranger, (3) those financial institutions listed therein as original lenders and (4) The Royal Bank of Scotland plc as agent and Security Agent pursuant to which the lenders have agreed to make available to the Borrowers (as defined therein) a revolving credit facility of up to £22,500,000 for the purposes set out therein.</p> <p>"Finance Documents" means the Finance Documents as defined in the Facility Agreement</p> <p>"Fixed Charge Assets" means the assets of the Company described in clause 3.1 (Fixed Charges) of the Debenture</p> <p>"Fixtures" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law</p> <p>"Group" means the Group as defined in the Facility Agreement.</p> <p>"Insurances" means, in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) and all proceeds of them taken out by the Company or in which the Company from time to time has an interest save for any Excluded Insurance Proceeds (as defined in the Facility Agreement).</p> <p>"Intellectual Property" means</p> <p>(1) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</p> <p>(11) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).</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

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them

"Property" means all freehold, heritable and/or leasehold property wherever situate (other than any Short Leasehold Properties and, for the avoidance of doubt, buildings and Fixtures on all or any part of such Short Leasehold Property), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires

"Receiver" means, in relation to the Company, any receiver, receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) of the Insolvency Act 1986) appointed by the Security Agent pursuant to clause 9.1 (Appointment) of the Debenture

"Secured Parties" means the Secured Parties as defined in the Facility Agreement.

"Securities" means the Subsidiary Shares and any other stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof

"Security Agent" means The Royal Bank of Scotland plc as security trustee for the Secured Parties and shall include such other person as may be appointed Security Agent pursuant to any Finance Document

"Short Leasehold Properties" means

(1) each of the leasehold properties set out in Part 9 of the Schedule (Short Leasehold Properties) of the Debenture; and

(11) all such other leasehold properties,

provided that all such leasehold properties (1) are for a term of less than 15 years unexpired at the date of acquisition of the relevant lease (whether registered or unregistered), (11) are owned by the Company wherever situated and (111) oblige the Company to pay a rack rent, save where continuing occupation of any such leasehold property is required in order to carry on the business or operations of the Company

"Subsidiary Shares" means, in relation to the Company, all the shares listed against its name in Part 3 of the Schedule (Subsidiary Shares) of the Debenture

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Copy of Part 2 of the Schedule (Properties) of the Debenture

Owning Company	Address	County/District/London Borough	Title Number or Root of Title
A4e Ltd	Land and Buildings on the North East side of Macaulay Street, Grimsby	Kingston Upon Hull	HS16963



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2631340
CHARGE NO. 36**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 JANUARY
2012 AND CREATED BY A4E LTD FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
SECURED PARTIES OR ANY OF THEM ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 2 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES