

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

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



What this form is NOT for

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

SATURDAY



A17SZ6DU

A12

28/04/2012

#147

COMPANIES HOUSE

1

Company details

Company number 0 2 9 1 9 1 5 7

Company name in full Advertising Principles (Group) Limited (the "Company")

Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d1 d9 m0 m4 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 19/04/2012 between, amongst others, (1) the Company and (2) Elaine May (the "Lender") (the "Debenture")

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Amount secured

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

Amount secured

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, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents (or any of them) or any other document evidencing or securing any such liabilities (the "Secured Obligations")

"Chargors"- means the First Chorgor, any company or limited liability partnership named in Schedule 1 of the Debenture, or any company or limited liability partnership which becomes a party by executing and delivering a Deed of Accession

"Deed of Accession"- means a deed substantially in the form set out in Schedule 9 of the Debenture (Form of Deed of Accession) subject to such variations as the Lender shall agree

Continuation page

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

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	Elaine May									
Address	Weeton Grange, Woodgate Lane, Weeton, Leeds									
	West Yorkshire									
Postcode	L	S	1	7		0	A	P		
Name										
Address										
Postcode										

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars	<p>Capitalised terms are defined below the operative text in sections 4 and 6</p> <p>(A) Fixed Charges- The Company, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Lender the following assets</p> <p>(i) First legal mortgage on specified Property - by way of first legal mortgage, all its Property (if any) identified in Schedule 4 of the Debenture (Details of Property),</p> <p>(ii) First fixed charges in respect of other Property - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause A(i)), (b) any other rights, title or interest of the Company in Property, wherever situated, and (c) all Associated Rights in relation to its Property,</p> <p>(iii) First fixed charges in respect of Designated Chattels - by way of first fixed charge, (a) the Designated Chattels (if any) in respect of the Company (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses A(i)/(ii)), and (b) all Associated Rights in relation to such Designated Chattels,</p> <p>(iv) First fixed charges in respect of other chattels - by way of first fixed charge, (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses A(i), A(ii) or A(iii)) nor any chattel for the time being forming part of the Company's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of this Clause A(iv) and (c) the benefit of all Associated Rights relating to any chattel validly charged by this Clause A(iv),</p> <p>(v) First fixed charge on Shares - by way of first fixed charge, (a) the Shares and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares,</p> <p>(vi) First fixed charge on Investments- by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause A(v)) and (b) all Distribution Rights from time to time accruing to or on such Investments,</p> <p>(vii) First fixed charges in respect of Insurances - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 of the Debenture but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Company and all Insurance Proceeds either now or in the future held by or payable to the Company or in which the Company otherwise has an interest (to the extent of such interest),</p> <p>(viii) First fixed charges in respect of book debts - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to the Company and (b) all rights and claims of whatever nature of the Company now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,</p> <p>(ix) First fixed charge on Specified Bank Balances - by way of first fixed charge, all of the Specified Bank Balances in respect of the Company,</p>
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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

"Finance Documents"- means the Debenture, any Deed of Accession, the Loan Note Instrument and the Guarantee and any other agreement, instrument, deed or document as have been entered into in connection with or pursuant to the same or which have been designated as Finance Documents by the Parties and "Finance Document" shall mean any one of them
"First Chargor"- means Advertising Principles Holdings Limited incorporated and registered in England and Wales under company number 07944059
"Guarantee"- means the composite guarantee entered into by the Company in favour of the Lender guaranteeing the obligations and liabilities of the First Chargor pursuant to the Loan Note Instrument and the Debenture
"Loan Note Instrument"- the loan note instrument dated the same date as this Deed and entered into by the First Chargor and constituting up to £4,338,150 8% fixed rate secured A loan notes (together with any loan notes issued pursuant to such instrument)

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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

(x) **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances, which are subject to a valid fixed charge under Clause A(ix)).

(xi) **First fixed charge on Intellectual Property** - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3 2 4 of the Debenture, by way of first fixed charge, all Intellectual Property (if any) owned by the Company or in which the Company has an interest (to the extent of such interest).

(xii) **First fixed charges in respect of Authorisations** - to the extent that such Authorisations and Derivative Payments, are incapable for any reason of being effectively assigned pursuant to Clauses 3 2 1 or 3 2 5 of the Debenture respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Company in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Company in respect of such Authorisations.

(xiii) **First fixed charge on contracts** - to the extent that they do not fall within any other provision of this Clause A (Fixed Charges) and are not effectively assigned under Clause 3 2 2 of the Debenture by way of first fixed charge all of its rights under each agreement or document to which the Company is a party.

(xiv) **First fixed charge on goodwill and uncalled capital** - by way of first fixed charge, all the goodwill and uncalled capital of the Company, and

(xv) **First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Company, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture

(B) **Assignments by way of Security**- As further continuing security for the payment of the Secured Obligations, the Company assigns absolutely to the Lender all (if any) its right, title and interest in and to the following assets

(i) **Authorisations** - all Authorisations held or utilised by the Company in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations.

(ii) **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts.

(iii) **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Company.

(iv) **Intellectual Property** - the Intellectual Property (if any) owned by the Company or in which the Company has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Lender shall grant to the Company a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Lender, and

(v) **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3 1 (Fixed charges) of the Debenture or valid assignment pursuant to Clauses 3 2 1 to 3 2 4 of the Debenture and which relate to any of the assets of the Company, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Deed

(C) **Floating charge**

(i) As further continuing security for the payment, discharge and performance to the Lender of the Secured Obligations the Company charges in favour of the Lender, by way of first floating charge, all its assets and undertaking, wherever located, both present and future

(ii) The floating charge created by Clause C(i) is deferred, in relation to the Company, in point of priority to all fixed security validly and effectively created by the Company under any of the Security Documents, as defined below, in favour of the Lender as security for the Secured Obligations

(D) **Negative pledge**

During the Security Period, the Company shall not

(i) create, extend or permit to subsist any Security over any of the Secured Assets, nor

(ii) (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any the Company (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in this Clause D, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset

Schedule 4
Details of Property

This Schedule has been intentionally left blank

"Associated Rights"- in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset

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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

"Authorisation"- any approval, authorisation, consent, exemption, filing, licence, notarisation, notification, permit, registration or resolution

"Bank Balances"- all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Company has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts

"Charged Contracts"- means, in relation to any Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 (Charged Contracts) in respect of such Chargor

"Collection Account"- means such account with such bank as the Lender may from time to time direct for the purposes of clause 7 12 of the Debenture (Collection of Book Debts)

"Derivative Payments"- in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Company may derive from or be awarded or entitled to in respect of such asset

"Designated Chattels"- the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Company in Schedule 6 of the Debenture (Designated Chattels) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

"Discharge Date"- means the date with effect from which the Lender confirms to the Company that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled

"Distribution Rights"- means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment

"Dividends"- means all dividends, distributions, interest, and other income paid or payable on or derived from any relevant investment

"Event of Default"- means the occurrence of any of the events or circumstances set out in Schedule 12 of the Debenture

"Group"- means, at any time, the company and its subsidiaries at that time

"Insurance Proceeds"- the proceeds of any insurance claim received by the Company (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Company to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Company's ownership of any Insurances and all the Company's interest in any of the foregoing

"Insurances"- all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Company or (to the extent of its relevant interest) in which the Company has an interest

"Intellectual Property"- in relation to, (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Company or in which the Company has an interest from time to time and (b) the benefit of the Company applications and rights to use such assets, in each case throughout the world now and in the future

"Investments"- in respect of the Company, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares), interest in a limited liability partnership or other investment now or in the future owned by the Company, in each case whether held directly by, or to the order of, the Company or by any trustee, nominee, fiduciary or clearance system on behalf of the Company and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system

"Property"- the Real Property from time to time owned by the Company or in which the Company has any right, title or interest Any reference to "Property" also includes a reference to each separate part or parts of such Real Property

"Real Property"- means

- (a) any freehold, leasehold or immovable property, wherever situated, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Security"- means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect

"Security Documents"- the Debenture and any Deed of Accession, together with any other agreement, instrument, deed or document entered into by the Company creating or expressed to create any security over all or any part of its assets in respect of the Secured Obligations

"Security Period"- the period beginning on the date of the Debenture and ending on the Discharge Date

"Shares"- (in relation to the Company) the Specified Shares in respect of the Company and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Company from time to time, or any in which it has an interest

"Specified Bank Balances"- all monies (including interest) from time to time standing to the credit of the Collection Account or the accounts specified in Schedule 2 of the Debenture (Bank accounts), if any, as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

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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

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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)

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Signature

Please sign the form here

Signature

Signature

X *Lynphon Farcell 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 Adam Gray

Company name Lupton Fawcett LLP

Address Yorkshire House

East Parade

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 5 B D

Country England

DX 730000 Leeds 70

Telephone 0113 280 2240



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2919157
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 APRIL 2012
AND CREATED BY ADVERTISING PRINCIPLES (GROUP)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ELAINE MAY 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 28 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MAY 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES