

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
company. To do this, please
use form MG01s

TUESDAY



A03

A4GEHJPX

04/05/2010

COMPANIES HOUSE

133

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Company details

Company number

0 3 1 1 6 5 1 8

Company name in full

HASTINGS INSURANCE SERVICES LIMITED

(THE "CHARGOR")

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

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Date of creation of charge

Date of creation

22 04 2010

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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 22 APRIL 2010 BETWEEN (1) THE CHARGOR AND (2) LLOYDS TSB
BANK PLC (AS LENDER)

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Amount secured

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

Amount secured

ALL OBLIGATIONS AT ANY TIME DUE, OWING OR INCURRED
BY THE CHARGOR TO ANY SECURED PARTY UNDER OR IN
CONNECTION WITH THE FINANCE DOCUMENTS, WHETHER
PRESENT OR FUTURE, ACTUAL OR CONTINGENT (AND
WHETHER INCURRED SOLELY OR JOINTLY AND WHETHER AS
PRINCIPAL OR SURETY OR IN SOME OTHER CAPACITY) (THE
"SECURED OBLIGATIONS")

"SECURED PARTY" MEANS THE LENDER AND ANY RECEIVER
OR RECEIVER AND MANAGER OR ADMINISTRATIVE RECEIVER
OF THE WHOLE OR ANY PART OF THE CHARGED PROPERTY
(AS DEFINED BELOW)

Continuation page

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

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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	LLOYDS TSB BANK PLC									
Address	25 GRESHAM STREET									
	LONDON									
Postcode	E	C	2	V		7	H	N		
Name										
Address										
Postcode										

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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>THE CHARGOR HAS CHARGED IN FAVOUR OF THE LENDER AS CONTINUING SECURITY TO SECURE THE PAYMENT AND DISCHARGE OF THE SECURED OBLIGATIONS</p> <p>(a) BY WAY OF FIRST FIXED CHARGE THE ACCOUNTS, ALL INTELLECTUAL PROPERTY, ITS GOODWILL, ALL RIGHTS IN RELATION TO ITS UNCALLED CAPITAL AND THE BENEFIT OF ALL AUTHORISATIONS HELD IN RELATION TO ANY CHARGED PROPERTY</p> <p>(b) BY WAY OF FIRST FLOATING CHARGE ALL ITS PRESENT AND FUTURE BUSINESS, ASSETS AND UNDERTAKING WHICH ARE NOT EFFECTIVELY MORTGAGED, ASSIGNED OR CHARGED BY WAY OF FIXED CHARGE UNDER THE DEBENTURE</p> <p>(c) BY WAY OF LEGAL ASSIGNMENT ALL ITS RIGHTS AND INTERESTS UNDER ALL INSURANCE POLICIES, ALL ITS RIGHTS AND INTERESTS UNDER THE THIRD PARTY ACCOUNTS AND (SUBJECT TO CLAUSES 5 3 2 TO 5 3 7 (RESTRICTIONS OR PROHIBITIONS ON ASSIGNMENT OF SPECIFIC CONTRACTS)) ALL ITS RIGHTS AND INTERESTS UNDER THE SPECIFIC CONTRACTS AS AT THE DATE OF THE DEBENTURE</p> <p>THE DEBENTURE CONTAINS A RESTRICTION THAT THE CHARGOR SHALL NOT</p> <p>(a) AT ANY TIME DURING THE SECURITY PERIOD, CREATE OR PERMIT TO SUBSIST ANY SECURITY OVER ANY CHARGED PROPERTY, OTHER THAN SECURITY PERMITTED UNDER THE FINANCE DOCUMENTS, AND</p> <p>(b) SAVE AS EXPRESSLY PERMITTED BY CLAUSE 10 15 (GENERAL UNDERTAKINGS) OF THE FACILITY AGREEMENT, ENTER INTO A SINGLE TRANSACTION OR A SERIES OF TRANSACTIONS (WHETHER RELATED OR NOT) AND WHETHER VOLUNTARY OR INVOLUNTARY TO SELL, LEASE, TRANSFER OR OTHERWISE DISPOSE OF THE CHARGED PROPERTY</p>
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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

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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 866).

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 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 *Berwin Leighton Pinner LLP.* X

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

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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 ROBERT MOODY

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 7760 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,
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 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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

RESTRICTIONS OR PROHIBITIONS ON ASSIGNMENT OF SPECIFIC CONTRACTS

5 3 2 THE CHARGOR SHALL, AS SOON AS POSSIBLE (BUT IN ANY EVENT WITHIN 10 BUSINESS DAYS OF THE DATE OF THIS DEBENTURE OR, IF LATER, WITHIN 10 BUSINESS DAYS OF THE DATE OF SIGNING OF THE RELEVANT SPECIFIC CONTRACT) HAVE USED ALL REASONABLE ENDEAVOURS TO IDENTIFY WHICH OF THE SPECIFIC CONTRACTS CONTAIN ONE OR MORE RESTRICTIONS ON THE ASSIGNMENT OF ANY OF THE CHARGOR'S RIGHTS AND INTEREST UNDER THAT SPECIFIC CONTRACT (SUCH EXERCISE BEING, IN THE CASE OF EACH SPECIFIC CONTRACT, THE "SPECIFIC CONTRACT REVIEW" FOR THAT SPECIFIC CONTRACT) AND SHALL NOTIFY THE LENDER IN WRITING OF ANY SUCH RESTRICTIONS AS SOON AS REASONABLY PRACTICABLE THEREAFTER

5 3 3 WHERE

(a) THE TERMS OF A SPECIFIC CONTRACT PROHIBIT ABSOLUTELY THE CHARGOR FROM ASSIGNING ALL OF ITS RIGHTS AND INTEREST UNDER THAT SPECIFIC CONTRACT, OR REQUIRE THE IRREVOCABLE CONSENT IN WRITING OF ANY THIRD PARTY PRIOR TO SUCH ASSIGNMENT, AND

(b) CONSENT HAS NOT BEEN PREVIOUSLY OBTAINED (EACH A "CONSENT" TO SUCH ASSIGNMENT),

(SUCH SPECIFIC CONTRACT BEING AN "EXCLUDED SPECIFIC CONTRACT")

THE CHARGOR SHALL, AS SOON AS IS REASONABLY PRACTICABLE (BUT IN ANY EVENT WITHIN 10 BUSINESS DAYS) FOLLOWING COMPLETION OF THE SPECIFIC CONTRACT REVIEW (AS REFERRED TO IN CLAUSE 5 3 2), MAKE APPLICATION FOR THE CONSENT OF THE RELEVANT THIRD PARTY AND, THEREAFTER, USE ALL REASONABLE ENDEAVOURS TO PROCURE THE CONSENT UNTIL THE CONSENT HAS BEEN OBTAINED, THERE SHALL BE EXCLUDED FROM THE ASSIGNMENT CREATED BY CLAUSE 5 3 1 (SPECIFIC CONTRACTS) (AND THE FURTHER ASSURANCE PROVISIONS SET OUT IN CLAUSE 16 (FURTHER ASSURANCE)) THAT EXCLUDED SPECIFIC CONTRACT

5 3 4 WHERE

(a) AN EXCLUDED SPECIFIC CONTRACT PROVIDES THAT THE RELEVANT THIRD PARTY WILL NOT UNREASONABLY WITHHOLD OR DELAY ITS CONSENT (AN "APPLICABLE EXCLUDED SPECIFIC CONTRACT") AND EITHER

(i) THE CHARGOR RECEIVES NOTIFICATION ON A DATE FALLING NOT MORE THAN 45 BUSINESS DAYS AFTER THE DATE OF ITS APPLICATION (AS REFERRED TO IN CLAUSE 5 3 3) FROM THE RELEVANT THIRD PARTY THAT ITS CONSENT IS BEING WITHHELD, OR

(ii) A PERIOD OF 45 BUSINESS DAYS FROM THE DATE OF THE CHARGOR'S APPLICATION (AS REFERRED TO IN CLAUSE 5 3 3) HAS ELAPSED WITHOUT THE CHARGOR HAVING RESPONDED IN WRITING WITH ITS CONSENT TO THAT APPLICATION,

THE CHARGOR SHALL, AS SOON AS IS REASONABLY PRACTICABLE THEREAFTER, FURNISH THE LENDER WITH FULL DETAILS OF THE STATUS OF THE APPLICATION TO THE RELEVANT THIRD PARTY FOR ITS CONSENT (INCLUDING, BUT NOT LIMITED TO (I) COPIES OF ALL CORRESPONDENCE SENT AND RECEIVED AND (II) DETAILS OF ANY ORAL DISCUSSIONS)

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

5 3 5 FOLLOWING RECEIPT BY THE LENDER OF FULL DETAILS OF THE STATUS OF THE CHARGOR'S APPLICATION TO THE RELEVANT THIRD PARTY FOR ITS CONSENT, THE LENDER MAY REQUEST THAT THE CHARGOR TAKE SUCH ACTION IN RELATION TO THE RELEVANT THIRD PARTY'S FAILURE TO PROVIDE CONSENT AS THE LENDER AND THE BORROWER AGREE, BOTH ACTING REASONABLY, IS NECESSARY TO PROCURE THAT CONSENT (OR ALTERNATIVELY, TO PROCURE CONFIRMATION FROM THAT THIRD PARTY THAT ITS CONSENT HAS BEEN WITHHELD ON GROUNDS WHICH DO NOT APPEAR UNREASONABLE TO THE LENDER (ACTING REASONABLY)) IN SUCH CIRCUMSTANCES THE BORROWER UNDERTAKES TO KEEP THE LENDER INFORMED IN WRITING ON A REGULAR BASIS OF THE PROGRESS OF ITS NEGOTIATIONS WITH THE RELEVANT THIRD PARTY

5 3 6 SUBJECT TO RECEIPT OF CONSENT, THE RELEVANT EXCLUDED SPECIFIC CONTRACT SHALL IPSO FACTO AND WITHOUT ANY FURTHER ACT ON THE PART OF THE CHARGOR BE AND BECOME SUBJECT TO THE FIXED SECURITY HEREBY CREATED

5 3 7 NO FIXED OR FLOATING CHARGE CREATED UNDER THIS DEBENTURE SHALL AFFECT AN EXCLUDED SPECIFIC CONTRACT UNLESS AND UNTIL

(a) IN THE CASE OF AN ABSOLUTE PROHIBITION ON ASSIGNMENT AS DESCRIBED IN CLAUSE 5 3 3, THE PROHIBITION IS WAIVED BY THE RELEVANT THIRD PARTY, OR

(b) IN THE CASE OF A CONDITIONAL PROHIBITION AS DESCRIBED IN CLAUSE 5 3 3, ANY NECESSARY CONSENT IS OBTAINED FROM THE RELEVANT THIRD PARTY

"ACCOUNT" MEANS ANY ACCOUNT OPENED OR MAINTAINED AT ANY TIME BY THE CHARGOR WITH THE LENDER (AND ANY REPLACEMENT ACCOUNT OR SUBDIVISION OR SUBACCOUNT OF THAT ACCOUNT AND ANY RENEWAL OR REDESIGNATION OF THAT ACCOUNT), THE DEBT OR DEBTS REPRESENTED BY IT AND ALL RELATED RIGHTS

"AUTHORISATION" MEANS AN AUTHORISATION, CONSENT, APPROVAL, RESOLUTION, LICENCE, EXEMPTION, FILING, NOTARISATION OR REGISTRATION

"BORROWER" MEANS HASTINGS 888 (HOLDINGS) LIMITED

"CHARGED PROPERTY" MEANS ALL RIGHTS, POWERS AND REMEDIES OF THE LENDER PROVIDED UNDER THIS DEBENTURE OR BY LAW

"FACILITY AGREEMENT" MEANS THE FACILITY AGREEMENT DATED 8 APRIL 2010 BETWEEN (AMONG OTHERS) THE BORROWER AND THE LENDER, AS AMENDED, VARIED, NOVATED OR SUPPLEMENTED FROM TIME TO TIME

"FINANCE DOCUMENT" HAS THE MEANING GIVEN TO IT IN THE FACILITY AGREEMENT

"INSURANCE POLICY" MEANS ANY POLICY OF INSURANCE (INCLUDING LIFE INSURANCE OR ASSURANCE) IN WHICH THE CHARGOR MAY FROM TIME TO TIME HAVE AN INTEREST AND ALL RELATED RIGHTS

"INTELLECTUAL PROPERTY" MEANS

(a) ANY PATENTS, TRADE MARKS, SERVICE MARKS, DESIGNS, BUSINESS NAMES, COPYRIGHTS, DATABASE RIGHTS, DESIGN RIGHTS, DOMAIN NAMES, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, KNOW-HOW AND OTHER INTELLECTUAL

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PROPERTY RIGHTS AND INTEREST (WHICH MAY NOW OR IN THE FUTURE SUBSIST), WHETHER REGISTERED OR UNREGISTERED, OR

(b) THE BENEFIT OF ALL APPLICATIONS AND RIGHTS TO USE SUCH ASSETS OF EACH OBLIGOR (WHICH MAY NOW OR IN THE FUTURE SUBSIST)

"RELATED RIGHTS" MEANS, IN RELATION TO ANY ASSET

(a) THE PROCEEDS OF SALE OF ANY PART OF THAT ASSET,

(b) ALL RIGHTS UNDER ANY LICENCE, AGREEMENT FOR SALE OR AGREEMENT FOR LEASE IN RESPECT OF THAT ASSET,

(c) ALL RIGHTS, POWERS, BENEFITS, CLAIMS, CONTRACTS, WARRANTIES, REMEDIES, SECURITY, GUARANTEES, INDEMNITIES OR COVENANTS FOR TITLE IN RESPECT OF THAT ASSET, AND

(d) ANY MONEYS AND PROCEEDS PAID OR PAYABLE IN RESPECT OF THAT ASSET

(INCLUDING ALL RIGHTS AGAINST ANY TRUSTEE, NOMINEE, FIDUCIARY OR CLEARING SYSTEM)

"SECURITY" MEANS A MORTGAGE, CHARGE, PLEDGE, LIEN, ASSIGNMENT BY WAY OF SECURITY, RETENTION OF TITLE PROVISION, TRUST OR FLAWED ASSET ARRANGEMENT (FOR THE PURPOSE OF, OR WHICH HAS THE EFFECT OF, GRANTING SECURITY) OR OTHER SECURITY INTEREST SECURING ANY OBLIGATION OF ANY PERSON OR ANY OTHER AGREEMENT OR ARRANGEMENT IN ANY JURISDICTION HAVING A SIMILAR EFFECT

"SECURITY PERIOD" MEANS THE PERIOD STARTING ON THE DATE OF THIS AGREEMENT AND ENDING ON THE DATE ON WHICH THE LENDER IS SATISFIED THAT ALL OF THE LIABILITIES OF THE OBLIGORS UNDER OR IN CONNECTION WITH EACH FINANCE DOCUMENT ARE IRREVOCABLY DISCHARGED IN FULL AND THE LENDER HAS NO COMMITMENT OR LIABILITY, WHETHER PRESENT OR FUTURE, ACTUAL OR CONTINGENT, UNDER OR IN CONNECTION WITH THE FACILITY

"SPECIFIC CONTRACT" MEANS ANY CONTRACT DESIGNATED AS SUCH BY THE LENDER AFTER THE DATE OF THIS DEBENTURE AND ALL RELATED RIGHTS

"THIRD PARTY ACCOUNT" MEANS ANY ACCOUNT OTHER THAN THE TRUST ACCOUNT OPENED OR MAINTAINED AT ANY TIME BY THE CHARGOR WITH ANY PERSON OTHER THAN THE LENDER (AND ANY REPLACEMENT ACCOUNT OR SUBDIVISION OR SUB-ACCOUNT OF THAT ACCOUNT AND ANY RENEWAL OR REDESIGNATION OF THAT ACCOUNT), THE DEBT OR DEBTS REPRESENTED BY IT AND ALL RELATED RIGHTS

"TRUST ACCOUNT" MEANS THE ACCOUNT HELD BY THE CHARGOR WITH BARCLAYS BANK PLC ENTITLED IBA BPA ACCOUNT, WITH BANK ACCOUNT NO 20943207 AND SORT CODE 20-27-97 (CORRESPONDENCE ADDRESS BARCLAYS BANK PLC, LEVEL 1, 1 CHURCHILL PLACE, LONDON E14 5HP



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3116518
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 APRIL 2010
AND CREATED BY HASTINGS INSURANCE SERVICES LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO ANY SECURED PARTY 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 4 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2010



Companies House
— for the record —

DL
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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES