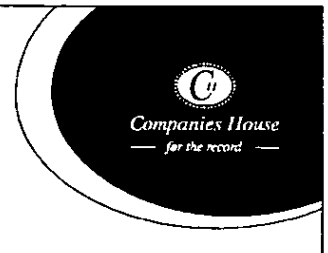


MG01

Particulars of a mortgage or charge

644132/13.



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.

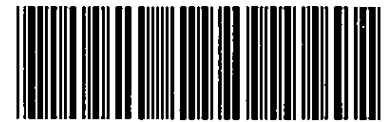
Please return
via
CH London Counter

☒ 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 reg
particulars of a charge for a So
company To do this, please use
form MG01s

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LD2 20/10/2011 33

COMPANIES HOUSE

FOR OFFICIAL USE

1 Company details

Company number 03291151
Company name in full ROM Group Limited (the **Chargor**)

8
Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d0 m m y2 y0 y1 y1

3 Description

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

Description Debenture dated 10 October 2011 between the Chargor and others and the Security Trustee
(as defined below) (the **Debenture**)

4 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 each Obligor to the Finance Parties under
the Finance Documents (the **Secured Liabilities**)

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

MG01

Particulars of a mortgage or charge

5

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

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

Name

Burdale Financial Limited (the Security Trustee)

Address

Postcode

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

See the MG01 Continuation Sheet attached

Continuation page

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

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

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 *SNR Denton UK LLP* X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name

Michael Black

Company name

SNR Denton UK LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E C 4 M 7 W S

Country

England

DX

DX 242

Telephone

02072421212



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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. Fixed Security</p> <p>Each Chargor</p> <p>(a) has charged by way of a first legal mortgage all the property (if any) now belonging to it and specified in Schedule 2 of this MG01 and all other interests in any freehold or leasehold property now or in the future belonging to it, and</p> <p>(b) has charged by way of a first fixed charge</p> <p>(i) (to the extent that they are not within Clause 1(a)) all interests in any freehold or leasehold property now or in the future belonging to it,</p> <p>(ii) all Equipment (other than any Specified Equipment effectively mortgaged by way of a first legal mortgage pursuant to Clause 1(e)) now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future,</p> <p>(iii) all of its benefits, claims and returns of premiums in respect of the Insurances,</p> <p>(iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them,</p> <p>(v) its goodwill and its uncalled capital both present and future,</p> <p>(vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account,</p> <p>(vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub paragraph 1(b)(vi),</p> <p>(viii) its rights under any hedging arrangements,</p> <p>(ix) any of its beneficial interest, claim or entitlement in any pension fund,</p> <p>(x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(xi) its Intellectual Property including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever),</p> <p>(c) has mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and</p> <p>(d) has mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) or charged by way of fixed charge all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge</p> <p>(e) has mortgaged or (if to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge the same to be a security by way of a first mortgage all of its right, title and interest in and to</p> <p>(i) the Specified Equipment,</p> <p>(ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment</p> <p>2 Floating Charge</p> <p>Each Chargor charged by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charged by Clause 1 of this MG01 The Security Trustee may by notice to any Chargor convert the floating charge created in the Debenture into a fixed charge in relation to all or any of such Chargors assets</p> <p>3. Nature of Security created</p> <p>The Security Interests created under the Debenture are created</p> <p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>(c) in favour of the Security Trustee as trustee for the Finance Parties, and</p> <p>(d) with full title guarantee</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4. Restriction on dealings</p> <p>The Chargor shall not</p> <p>(a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Debenture, or</p> <p>(b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 2 and except as provided for under the Finance Documents</p> <p>5. Definitions</p> <p>Blocked Accounts means the bank accounts of the Chargors specified in Part I of Schedule 5 of this MG01 and/or in the Schedule to any Debenture of Accession and/or such other bank accounts of the Chargors as the Security Trustee may designate or approve</p> <p>Book Debts means</p> <p>(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor, and</p> <p>(b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)</p> <p>Charged Accounts means the Blocked Accounts and the Other Accounts</p> <p>Chargors means the Companies defined under Schedule 1</p> <p>Debenture of Accession means a Debenture of accession substantially in the form set out in Schedule 6 of the Debenture</p> <p>Equipment means (save to the extent that any such items form part of such Chargors stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by any Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located</p> <p>Facility Agreement means the facility agreement dated 10 October 2011 between the Chargors as Borrowers and/or Guarantors, Burdale Financial Limited and RBS Invoice Finance Limited as Original Lenders and Burdale Financial Limited as Arranger, Agent and Security Trustee</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Finance Documents is defined in the Facility Agreement meaning this Agreement, the Security Documents, the Subordination Debentures, the Intercreditor Debenture, the Ranking Agreement, each Fee Letter, any L/C, any Accession Letter and any other document designated as such by the Agent</p> <p>Finance Parties is defined in the Facility Agreement meaning the Arranger, the Agent, the Security Trustee and the Lenders and</p> <p>Group Shares means all shares specified in Schedule 4 of the Debenture or in the Schedule to any Debenture of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 4 or in the Schedule to any Debenture of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time,</p> <p>Insurances means all contracts and policies of insurance taken out by or for a Chargor or in which any Chargor has an interest (to the extent of that interest)</p> <p>Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property</p> <p>Know-how means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by any Chargor and relating to its business, which is not in the public domain</p> <p>Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture</p> <p>Obligors as defined in the Facility Agreement meaning a Borrower or a Guarantor</p> <p>Other Accounts means the bank accounts of the Chargors specified in Part II of Schedule 5 of the Debenture and/or in the Schedule to any Debenture of Accession and/or such other bank accounts of the Chargors as the Security Trustee may designate or approve</p> <p>Permitted Security Interest means any Security Interest which any Chargor is permitted to create or maintain under the terms of the Facility Agreement</p> <p>Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares

Schedule meaning the schedules attached to the Debenture dated 10 October 2011

Security Assets means all assets of each Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property)

Security Interest is defined in the Facility Agreement as meaning a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any arrangement having similar effect

Specified Equipment means the Equipment (if any) specified in Schedule 8 or in the Schedule to any Debenture of Accession

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 7 of the Debenture or in the Schedule to any Debenture of Accession

Schedule 1 – The Chargors

BRC Limited

Registered Number 06662824

Jurisdiction of Incorporation England and Wales

ROM Group Limited

Registered Number 03291151

Jurisdiction of Incorporation England and Wales

ROM Limited

Registered Number 00213629

Jurisdiction of Incorporation England and Wales

Romtech Limited

Registered Number 03719493

Jurisdiction of Incorporation England and Wales

RFA-Tech Limited

Registered Number 013449434

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Jurisdiction of Incorporation England and Wales

RFA (Penistone) Limited

Registered Number 01850509

Jurisdiction of Incorporation England and Wales

Schedule 2 - Mortgaged Property

None

Schedule 4 – Group Shares

None

Schedule 5 Charged Accounts

Part I – Blocked Accounts

Chargor	Bank	Branch	Sort Code	Account No /International Customer Key
ROM Group Limited trading as Rom Mesh	The Royal Bank of Scotland plc	City of London	15-10-00	23360260

Part II – Other Accounts

Chargor	Bank	Branch	Sort Code	Account No
ROM Group Limited	HSBC	Bristol	40-14-13	72409577

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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PROFORMA

Company Number, Name:

06662824 (BRC Limited), 03291151 (ROM group Limited); 00213629 (ROM Limited); 03719493 (Romtech Limited); 013449434 (RFA-Tech Limited); 01850509 (RFA (Penistone) Limited).

Contact Name/ Organisation Natasha Blick
Address SNR DENTON UK LLP
ONE FLEET PLACE
LONDON EC4M 7WS
0207 2467463

- The following details will need to be added, amended or deleted to the Form MG01

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☒

Short particulars of all the property mortgaged or charged ☐

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>

Floating charge statement
(applies to MG07s/LLMG07s/OSMG04)

☐

(Please give the instructions in the box below)

The Mortgagee address is as follows:

5th Floor

Bow Bells House

1 Bread Street

London EC4M 9BE



L/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3291151
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 OCTOBER
2011 AND CREATED BY ROM GROUP LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO THE FINANCE PARTIES 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 25 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES