

MG01

Particulars of a mortgage or charge

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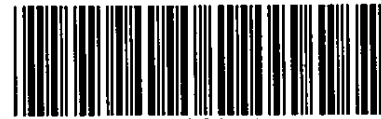
A fee is payable with this form.

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

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04/03/2011

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COMPANIES HOUSE

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1

Company details

Company number

0 3 2 9 1 1 5 1

Company name in full

ROM Group Limited (the "Chargor")

7 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d3 m0 m2 y2 y0 y1 y1

3

Description

Description

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

Legal Charge Over Shares (the "Share Charge")

4

Amount secured

Amount secured

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

Please see continuation sheet to this form

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 HSBC Invoice Finance (UK) Limited (the "Lender")

Address 21 Farncombe Road, Worthing

West Sussex

Postcode B N 1 1 2 B W

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

Please see continuation sheet to this form

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 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).

9 Signature

Please sign the form here

Signature

Signature

X

M J J Sheth 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 Simon Prendergast

Company name Eversheds LLP

Address Eversheds House, 70 Great Bridgewater Street

Post town Manchester

County/Region

Postcode M 1 S E S

Country

DX DX 14344 Manchester

Telephone 0845 497 9797



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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The amount secured by the Share Charge is all monies and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Chargor or any member of the ROM Group (as the case may be) to the Lender or any member of the HSBC Group, including without limitation:</p> <ul style="list-style-type: none"> (a) loans or facilities and further advances of money to the Chargor or any member of the ROM Group, (b) guarantees and indemnities to the Lender and any of the Chargor's other contingent liabilities or those of the ROM Group, (c) discount, commission and other lawful charges and Expenses; and/or (d) all Interest in accordance with any agreement between the Chargor and the Lender and, if there is no agreement, Interest of any monies and liabilities due from the Chargor or the ROM Group as the case may be, <p>(being together the "Debt")</p> <p>All capitalised terms used in this form are defined in the Appendix to this form</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

Grant of security

1 Pursuant to the terms of the Share Charge, the Chargor, as a continuing security for the payment, discharge and performance of the obligations in respect of the Debt, charged and agreed to charge in favour of the Lender:

1.1 by way of first legal mortgage, the Shares;

1 2 by way of first equitable mortgage, the Distribution Rights from time to time accruing to or on the Shares; and

1 3 to the extent not validly and effectively charged by way of mortgage pursuant to clauses 3.1.1 or 3 1 2 of the Share Charge (as referred to at paragraphs 1 1 and 1 2 of this form), by way of first fixed charge, the Secured Property and all the Chargor's interest in the Secured Property.

Negative pledge

2 Pursuant to the terms of the Share Charge, the Chargor is not to create, extend or permit to subsist any security over any of the Secured Property

Restrictions on disposals

3. Pursuant to the terms of the Share Charge, the Chargor is not to sell, transfer or otherwise dispose of its interests (whether legal or beneficial) in the Secured Property

General

5 All the security created or given under the Share Charge is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

Schedule 1 (The Shares)

	Name of company in which Shares are held	Jurisdiction of registration and company number	Number and class of Shares (and where held by nominees names of nominees)
1	ROM LIMITED	England and Wales Company number 00213629	20,500 ordinary shares

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

2	ROMTECH LIMITED	England and Wales Company number 03719493	1 ordinary share
3	RFA-TECH LIMITED	England and Wales Company number 01344934	100 ordinary shares

Schedule 2 (Rom Group)

	Name of company in ROM Group	Company number
1	ROM LIMITED	00213629
2	ROMTECH LIMITED	03719493
3	RFA-TECH LIMITED	01344934

All capitalised terms used in this form are defined in the Appendix to this form.

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and in Appendices, the following definitions apply:

"Delegate" means any delegate, agent, attorney or trustee appointed by the Lender

"Distribution Rights" means

- (a) all dividends, distributions, interest and other income paid or payable on any Share,
- (b) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and
- (c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share.

"Enforcement Party" means any of the Lender, a Receiver or a Delegate.

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>"Expenses" means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Property, the preparation, negotiation and creation of the Share Charge, taking, perfecting, enforcing or exercising any power under the Share Charge, the appointment of any Receiver or Delegate, the breach of any provision of the Share Charge and / or the protection, realisation or enforcement of the Share Charge, and includes any payments made under clause 7.4 (<i>Power to remedy</i>) of the Share Charge, and also includes the costs of transferring to the Lender or the Receiver any security ranking in priority to the security constituted by the Share Charge, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable)</p> <p>"HSBC Group" means HSBC Holdings plc, its subsidiaries and any associated and/or affiliated companies</p> <p>"Interest" means interest at the rate provided and calculated and compounded as agreed between the Lender and the Chargor from time to time, and if not so agreed, at an annual rate of 3% above the base rate of HSBC Bank plc from time to time computed and calculated monthly and/or in accordance with the practice of the Lender from time to time both before and after judgement</p> <p>"Receiver" means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to the Share Charge in respect of the Chargor or in respect of the Secured Property or any of them</p> <p>"ROM Group" means each and any of the companies listed in Schedule 3 of the Share Charge (and Schedule 2 of this form)</p> <p>"Secured Property" means the assets charged at clause 3 (<i>Charging clause</i>) of the Share Charge (referred to at paragraph 1 of this form) and includes any part or parts of them</p> <p>"Shares" means all shares (if any) specified in Schedule 1 (<i>Shares</i>) of the Share Charge (and Schedule 1 of this form), and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time or any in which it has an interest</p> <p>"VAT" means value added tax as provided for in the Value Added Taxes Act 1994 and</p>	

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

any other tax of a similar fiscal nature.

Construction

In this form and its Appendices, the following applies:

the word "**indebtedness**" includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);

the word "**security**" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect,

each reference to the "**Chargor**", the "**ROM Group**" or to "**the Lender**" includes its successors in title and its permitted assignees or permitted transferees.



**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. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE OVER SHARES
DATED 23 FEBRUARY 2011 AND CREATED BY ROM GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY OR ANY MEMEBR OF THE ROM
GROUP TO HSBC INVOICE FINANCE (UK) LIMITED OR ANY
MEMBER OF THE HSBC GROUP 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 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2011

Or



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES