

MG01

Particulars of a mortgage or charge

Oyez

012985/52

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 form MG01s

For further information, please
refer to our guidance at
use gov uk

1 Company details									
Company number	0	3	4	6	9	8	1	2	
Company name in full	CAMWOOD LIMITED								

FRIDAY



A35 *AD2P0P8B* 19/11/2010 474
COMPANIES HOUSE

For official use

11

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	d	1	5	m	1	1	y	2	0

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	Composite Guarantee and 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 Charging Company under the Shareholders' Agreements to the Security Trustee, together with all costs, charges and expenses incurred by the Security Trustee in connection with the protection, preservation or enforcement of its rights under the Shareholders' Agreements and any related document, including the Composite Guarantee and Debenture or other security document (together the "Secured Obligations") (see continuation sheets for definitions)

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						
Name	MATRIX PRIVATE EQUITY PARTNERS LLP (COMPANY NO OC320577)						
Address	ONE VINE STREET						
	LONDON						
Postcode	W	1	J			0	A H
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						
	Continuation page Please use a continuation page if you need to enter more details						
Short particulars	<p>1 Fixed Charge -</p> <p>1 1 As a continuing security for the payment of the Secured Obligations, each Charging Company hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by such Charging Company, or in which such Charging Company is from time to time interested</p> <p>1 1 1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to such Charging Company including, without limitation, the property specified in Schedule 2 of the Composite Guarantee and Debenture, together with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>1 1 2 by way of first fixed charge all other interests (not being charged by clause 1 1 1) in any freehold or leasehold property vested in or charged to such Charging Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>1 1 3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 1 4 by way of first fixed charge all Group Shares and all other Investments, together with all Related Rights from time to time accruing thereto,</p> <p>1 1 5 by way of first fixed charge all rights and interests of such Charging Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, such Charging Company or in which such Charging Company is otherwise interested,</p> <p>(see continuation sheets for definitions)</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>1 1 6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of such Charging Company to repayment of any of the foregoing,</p> <p>1 1 7 by way of first fixed charge all Intellectual Property Rights (including those set out in Schedule 6 of the Composite Guarantee and Debenture),</p> <p>1 1 8 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by such Charging Company in connection with its business or the use of any of its assets, and</p> <p>1 1 9 by way of first fixed charge all the goodwill and uncalled capital of such Charging Company</p> <p>2 Floating Charge</p> <p>2 1 As further continuing security for the payment of the Secured Obligations, each Charging Company hereby charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 1 1, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland</p> <p>2 2 The Security Trustee may by written notice to a Charging Company convert the floating charge created by the Composite Guarantee and Debenture into a fixed charge as regards all or any of that Charging Company's assets specified in the notice if</p> <p>2 2 1 an Event of Default has occurred and is continuing unremedied or unwaived, or</p> <p>2 2 2 the Security Trustee in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>2 3 The floating charge created by a Charging Company under the Composite Guarantee and Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge described above in clause 2 1 (a "Floating Charge Asset") if such Charging Company creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Security Trustee or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset</p> <p>2 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Composite Guarantee and Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <p>(see continuation sheet for definitions)</p>	

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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	<p>Definitions</p> <p>"APL" means APPDNA Limited, (Company no 6454471)</p> <p>"APL Shareholders' Agreement" means the shareholders' agreement entered into on or around the date hereof between, inter alios, APL (1) Mike Welling and others (2) and (3) the Security Trustee</p> <p>"CAL" means Camwood Limited, (Company no 3469812)</p> <p>"CAL Shareholders' Agreement" means the shareholders' agreement entered into on or around the date hereof between, inter alios, CAL (1) Mike Welling and others (2) and (3) the Security Trustee</p> <p>"Charging Company" means each of</p> <ul style="list-style-type: none"> a) Hallco 1741 Limited (Company no 7191046), b) Camwood Limited (Company no 3469812), c) Hallco 1761 Limited (Company no 7285667), d) APPDNA Limited (Company no 6454471), and <p>any company which accedes to the terms of the Composite Guarantee and Debenture pursuant to the terms of a duly executed Deed of Accession as set out in Schedule 5 of the Composite Guarantee and Debenture</p> <p>"Collections Accounts" means any account(s) with the Security Trustee and any other bank, financial institution or other person together with all additions to or renewals or replacements thereof (in whatever currency)</p> <p>"Encumbrance" means includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets</p> <p>"Event of Default" has the meaning given in clause 11 of the Composite Guarantee and Debenture</p> <p>"Group Shares" means all shares specified in Schedule 4 of the Composite Guarantee and Debenture, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company</p> <p>"Insurances" means the policies of insurance in which a Charging Company has an interest from time to time</p> <p>"Intellectual Property Rights" means patents, patent applications, trade marks, service marks, trade names, brand names, registered designs, copyright and all other industrial and intellectual property rights of any Charging Company</p> <p>"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II of the Financial Services and Markets Act 2000 including, for the avoidance of doubt, Group Shares</p>	

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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	<p>"Permitted Encumbrances" means</p> <p>(a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading,</p> <p>(b) Encumbrances arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading, and</p> <p>(c) those Encumbrances granted in terms of the Composite Guarantee and Debenture and or with the prior written approval of the Security Trustee</p> <p>"Related Rights" means, in relation to any Investments or Security Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Security Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Security Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Security Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise)</p> <p>"Security Shares" means the Group Shares and the Related Rights accruing to all or any of the Security Shares</p> <p>"Security Trustee" means Matrix Private Equity Partners LLP (Company no OC320577)</p> <p>"Shareholders' Agreements" means the means the APL Shareholders' Agreement and the CAL Shareholders' Agreement</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 <ul style="list-style-type: none">- 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 X <i>Marion Harrison</i> 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

Company name

MARRIOTT HARRISON

Address

STAPLE COURT

11 STAPLE INN BUILDINGS

LONDON

Post town

Country/Region

Postcode

W

C

1

V

7

Q

H

Country

DX

CHANCERY LANE - 0001

Telephone

0207 209 2000



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. 3469812
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 15 NOVEMBER 2010 AND CREATED BY
CAMWOOD LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH CHARGING COMPANY TO MATRIX
PRIVATE EQUITY PARTNERS LLP ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 NOVEMBER
2010

04



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES