

196183/221.

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



A30 03/08/2011 121
COMPANIES HOUSE

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 *

1 Company details

Company number 0 4 0 8 1 6 6 4

Company name in full Spicerhaart Group Limited (the "Company")

2 Date of creation of charge

Date of creation 2 7 0 7 2 0 1 1

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 (the "Debenture")

4 Amount secured

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

Amount secured The Company hereby covenants with the Security Trustee (as trustee
for the Beneficiaries) that it will on demand pay and discharge all
Secured Liabilities owing or incurred from or by it to the Beneficiaries
when they become due

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

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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	The Royal Bank of Scotland plc (the "Security Trustee")	
Address	Sixth Floor, Cumberland Place, Nottingham	
	Nottingham	
Postcode	N G 1 7 2 S	
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	<p>6 Grant of security</p> <p>6 1 Charging clause</p> <p>As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee or as beneficial owner hereby</p> <p>6 1 1 charges to the Security Trustee (as trustee for the Beneficiaries), by way of legal mortgage, all Properties in which it has a legal and/or beneficial interest including any Property listed in Schedule 2 (properties) to the Debenture,</p> <p>6 1 2 charges to the Security Trustee (as trustee for the Beneficiaries), by way of first fixed charge all its</p> <p>6 1 2 1 Properties hereafter acquired by it,</p> <p>6 1 2 2 Property Interests,</p> <p>6 1 2 3 Equipment,</p> <p>6 1 2 4 Securities,</p> <p>6 1 2 5 Securities System Rights,</p> <p>6 1 2 6 Intellectual Property,</p> <p>6 1 2 7 Insurance Policies,</p> <p>6 1 2 8 Debts,</p> <p>6 1 2 9 Accounts, with the exception of trading accounts used in the ordinary course of the Company's business,</p> <p>6 1 2 10 Goodwill and Uncalled Capital, and</p> <p>6 1 2 11 Other Rights</p> <p>6 1 3 assigns to the Security Trustee (as trustee for the Beneficiaries), the benefit of the Assigned Documents to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Documents, and</p> <p>Please see attached continuation page</p>	

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

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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>6 1 4 charges to the Security Trustee (as trustee for the Beneficiaries), by way of floating charge, all of its undertaking, property, assets and rights whatsoever and wheresoever both present and future not effectively mortgaged, charged or assigned pursuant to clauses 6 1 1 to 6 1 3 inclusive</p> <p>6 2 Negative pledge and disposal restrictions The Company hereby covenants with the Security Trustee that it will not at any time, except with the prior written consent of the Security Trustee or in accordance with the terms of the Senior Facilities Agreement or the Debenture</p> <p>6 2 1 create or purport to create or permit to subsist any Security other than the Permitted Security on or in relation to the Charged Property other than the Debenture, or</p> <p>6 2 2 sell, assign, transfer, lease, licence, share occupation of, part with possession or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share occupation of, part with possession or otherwise dispose of) all or any part of the Charged Property or of the equity of redemption of any such Charged Property or any interest in any such Charged Property, or</p> <p>6 2 3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party</p> <p>DEFINITIONS</p> <p>"Accounts" means all accounts (including the Designated Accounts), and all moneys from time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by the Company or in which the Company has an interest</p> <p>"Acquisition Documents" means any documents relating to any acquisition permitted under the Senior Facilities Agreement or any other acquisition made by any member of the Group</p> <p>"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 27 (changes to the obligors) of the Senior Facilities Agreement</p> <p>"Agent" means the Royal Bank of Scotland plc as agent of the other Finance Parties</p> <p>"Arranger" means the Royal Bank of Scotland plc as mandated lead arranger</p> <p>"Assigned Documents" means the Acquisition Documents and any and all agreements relating to the construction, design, repair, maintenance of the Properties (or any part of the Properties)</p> <p>"Beneficiaries" means the Security Trustee and each Finance Party</p> <p>"Borrower" means Spicerhaart Group Limited or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (changes to the obligors) of the Senior Facilities Agreement</p> <p>Please see attached continuation page</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>"Charged Property" means all the assets for the time being subject to the Security created by the Debenture (and references to the Charged Property include references to any part of it)</p> <p>"Debts" means all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company or in which the Company has an interest and the proceeds of the same, including the benefit of any judgment or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to the same, and all bills of exchange, promissory notes and other negotiable instruments now or at any time hereafter (and from time to time) owned or held by the Company or in which the Company has an interest, including all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce such debts</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Designated Accounts" means each Mandatory Prepayment Account and each Holding Account</p> <p>"Equipment" means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company or in which the Company has an interest, including any part thereof, together with all spare parts, replacements, modifications and additions thereto and the benefit of all contracts and warranties relating to the same</p> <p>"Finance Document" has the same meaning as defined in the Senior Facilities Agreement</p> <p>"Finance Party" means the Agent, the Arranger, the Security Agent and a Lender (together as the "Finance Parties")</p> <p>"Goodwill" means all goodwill (including brands and brand names not comprising Intellectual Property) of or in the Company now or at any time hereafter (and from time to time)</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being</p> <p>"Holding Account" means an account</p> <p>(a) held in the United Kingdom by a member of the Group with the Agent or Security Agent,</p> <p>(b) identified in a letter between the Parent and the Agent as a Holding Account, and</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p>"Insurance Policies" means all contracts and policies of insurance or assurance (including any insurance relating to the Properties or the Equipment) and all moneys payable under or pursuant to such policies and all rights and interests in such contracts and policies including the right to the refund of any premium, in each case, now or at any time hereafter (and from time to time) owned or taken out by the Company or in which the Company has an interest</p> <p>Please see attached continuation page</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>"Intellectual Property" means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and any registration, extension, renewal or application for registration, including all present and future fees, royalties and other income or rights, derived therefrom or incidental thereto and also including the benefit of all present and future agreements relating to the use of licensing or exploitation of any such rights, in each case, now or at any time hereafter (and from time to time) owned or held by the Company or in which the Company has an interest</p> <p>"Lender" means</p> <p>(a) National Westminster Bank Plc, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement as a Lender in accordance with clause 25 of the Senior Facilities Agreement (changes to the lenders),</p> <p>(f) which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement</p> <p>"Mandatory Prepayment Account" means an interest-bearing account</p> <p>(a) held in the United Kingdom by a Borrower with the Agent or Security Agent,</p> <p>(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p>"Other Rights" means the benefit of all agreements, licences, consents and authorisations relating to the business of the Company or any Charged Property and the right to recover and receive all compensation which may be payable in respect of them, in each case, now or at any time hereafter (and from time to time) owned or held by the Company or in which the Company has an interest</p> <p>"Parent" means Spicerhaart Group Limited</p> <p>"Permitted Security" has the meaning given thereto in the Senior Facilities Agreement</p> <p>"Principal Debtor" means (a) each Borrower, (b) any of the Parent and certain Subsidiaries as listed in Schedule 1 of the Debenture, and (c) any other present or future Subsidiary of the Parent, in each case, to the extent only that it owes or incurs any Secured Liabilities to the Beneficiaries</p> <p>"Properties" means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold and other immovable properties now or at any time hereafter (and from time to time) owned by the Company wheresoever situate and all buildings, structures and fixtures thereon and the proceeds of sale of all or any part thereof (including the</p> <p>Please see attached continuation page</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>properties which are briefly described in Schedule 2 (Properties) of the Debenture) (each of the Properties as a "Property")</p> <p>"Property Interests" means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by the Company</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p>"Secured Documents" means the Finance Documents</p> <p>"Secured Liabilities" means any and all present and future moneys, obligations and liabilities owed by any Principal Debtor to the Beneficiaries, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever including, inter alia, under or in connection with the Secured Documents including such monies, obligations and liabilities which may arise pursuant to clause 21 3 of the Debenture</p> <p>"Secured Parties" means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate</p> <p>"Securities" means all stocks, shares, debentures, debenture stock, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned or held by the Company or in which the Company has an interest (whether certificated or uncertificated and whether in registered or unregistered form), together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof</p> <p>"Securities System" means any securities system and any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of and/or clearance of transactions in Securities</p> <p>"Securities System Rights" means all rights against the operator of any Securities System in relation to any Securities that are held in a Securities System or any participant in relation to any Securities, in each case, now or at any time hereafter (and from time to time) owned or held by the Company</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Agent" means the Royal Bank of Scotland plc as security trustee for the Secured Parties</p> <p>Please see attached continuation page</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>"Senior Facilities Agreement" means a Senior Revolving Facility Agreement dated on or around the date of the Debenture and made between (1) Spicerhaart Group Limited, (2) the Royal Bank of Scotland plc as mandated lead arranger, (3) the Royal Bank of Scotland plc acting as agent, (4) the Royal Bank of Scotland plc acting as security agent, and (5) National Westminster Bank Plc as original lender</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (more than one Subsidiary being "Subsidiaries")</p> <p>"Uncalled Capital" means all the uncalled capital of the Company now or at any time hereafter (and from time to time)</p>

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Broune Jacobson LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 Daniel Whebell

Company name Browne Jacobson LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode B 2 4 B U

Country Great Britain

DX DX 727740 Birmingham 62

Telephone 0121 237 3944



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4081664
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2011
AND CREATED BY SPICERHAART GROUP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
PRINCIPAL DEBTOR TO THE BENEFICIARIES 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 3 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 AUGUST 2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES