

MG01

Particulars of a mortgage or charge

001451/13



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

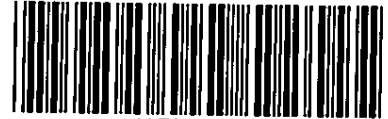
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

WEDNESDAY



AF3VZGTV

A52

20/01/2010

55

COMPANIES HOUSE

1

Company details

Company number ✓

4 1 4 0 6 7 7

Company name in full ✓

The Deritend Group Limited

19 1 1 Dx

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 ✓

01 03 2010

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 ✓

Legal Charge (the "Charge")

4

Amount secured

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

Amount secured

04

X

10

All present and future obligations (including without limitation
Expenses) whether actual or contingent and whether owed jointly or
severally or alone or in any other capacity whatsoever) of any present
or future member of the Group to the Security Trustee and/or the
Secured Parties (or any of them) under or pursuant to any Finance
Document (including all monies covenanted to be paid under the
Charge (the "Secured Liabilities").

All capitalised terms, except those defined elsewhere in this form
MG01 are defined as Annexure 1 to this form MG01.

Continuation page

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

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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 ☒ Maven Capital Partners UK LLP (OC 339397) (as Security Trustee)

Address ☒ St James's House, 7 Charlotte Street, Manchester

in its capacity as security trustee for the Secured Parties ("Security Trustee")

Postcode M 1 4 D Z

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

Security

1. The Mortgagor charges to the Security Trustee with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:-
- 1.1 by way of legal mortgage the freehold property known as:
- ☒ Cyprus Street, Wolverhampton, WV2 4PB - title number WM742713;
 - ☒ Rolling Mill Street, Walsall, WS2 9EN - title number WM302893;
 - ☒ Sheffield Road, Hackenthorpe, Sheffield, S12 4LT - title number SYK 363406;
 - ☒ Cumberland Street, Luton, LU1 3BP - title numbers BD 50858 and BD 104571 and BD242462;
 - ☒ Houghton Street, West Bromwich, B70 6BU - title number WM 334656 and WM 360279; and
 - ☒ Armstrong Street, Grimsby, DN13 1YD - title number HS 66529 (the "Property");
- 1.2 by way of fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property;
- 1.3 by way of fixed charge the goodwill of any business carried on by the Mortgagor at the Property;
- 1.4 by way of assignment, the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licences or occupiers of the Property and all guarantors and sureties for the obligations of such persons.

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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:

- 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



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 RO 90563.3

Company name Geldards LLP

Address

Post town

County/Region

Postcode

D E 2 4 8 Q R

Country

DX 11509 Derby 1

Telephone 01332 331631



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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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

DEFINITIONS

In this form MG01 the following terms have the following meanings:

"Agent" means Maven Capital Partners UK LLP acting in its capacity as agent for and on behalf of the Lender;

"Borrower" means Deritend Industries Limited;

"Charge" means the legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of the Charge;

"Charged Property" means the property, assets, debts, rights and undertaking charged to the Security Trustee by the Charge and includes any part thereof or interest therein;

"Composite Guarantee and Debenture" means the composite guarantee and debenture, in the agreed terms, dated the same date as this Agreement and executed by the Borrower and the Guarantors in favour of the Security Trustee (which expression shall, where the context admits or requires, include any further guarantee, debenture or supplemental deed entered into from time to time by any Group Company in favour of the Security Trustee under the Facility Agreement and/or any other Finance Document);

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver;

"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which the Security Trustee or any Receiver may charge or incur in relation to the Mortgagor (as defined in the Charge) or the Charge and the preparation, negotiation and creation of the Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of the Charge, in each case on a full indemnity basis;

"Facility Agreement" means the mezzanine facility agreement dated the same date as this Deed and made between (1) the Borrower, (2) the Agent and (3) the Lender pursuant to which the Lender agreed to make a mezzanine facility available to the Borrower;

"Finance Party" means the Lender, Agent and the Security Trustee;

"Finance Document(s)" means each of the Facility Agreement, the Security Documents, the Notice of Drawdown (as defined in the Facility Agreement), the Intercreditor Agreement (as defined in the Facility Agreement), the Warrant Instrument (as defined in the Facility Agreement), the Legal Charges and any documents supplemental to any of the foregoing (including, without limitation, any documents pursuant to which any Group Company becomes subject to the provisions of any such document);

"Group" means at any time the Borrower and its Subsidiaries (each a **"Group Company"**);

"Key-man Assignment" means the assignment by way of security, in the agreed terms, to be entered into by the Borrower in favour of the Security Trustee in respect of the Key-man Policies;

"Key-man Policies" means the life assurance and critical illness policies in favour of the Borrower effected with an insurance company approved by the Agent in respect of the following:

Life Assured	Sum Assured	Duration of Cover
Richard Kenneth Hale	£250,000	five years
Stuart Smith	£250,000	five years
Alex Meiklejohn	£250,000	five years

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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

created or any substituted policy (or policies) or any new policy (or policies) which are the subject of the security by the Key-man Assignments;

"Legal Charges" means the Charge and other legal charges, each in the agreed terms, of even date with the Charge and executed by The Deritend Group Limited in favour of the Security Trustee (each a **"Legal Charge"**);

"Lender" means Capital for Enterprise Fund A L.P (registered number LP SL 007061) (acting through its general partner, CFE A General Partner Limited (company number SC 355958);

"Mortgagor" means The Deritend Group Limited

"Receiver" means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under the Debenture;

"Rental Income" means mean the gross rents licence fees and other moneys receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Property or otherwise paid to or received by the Mortgagor in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like;

"Secured Parties" means each Finance Party and any Receiver or Delegate and each a **"Secured Party"**;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;

"Security Documents" means each of the Composite Guarantee and Debenture, the Legal Charges, the Key-man Assignments and any other documents entered into from time to time by any Group Company in favour of the Security Trustee as security for any and all monies and liabilities due, owing or incurred by any Group Company to a Finance Party;

"Security Trustee" means Maven Capital Partners UK LLP;

"Subsidiary" means:

- (a) a subsidiary as defined in section 1159 of the Companies Act 2006; and
- (b) a subsidiary undertaking as defined in section 1162 and schedule 10A of the Companies Act 2006.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4140677
CHARGE NO. 19**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 13
JANUARY 2010 AND CREATED BY THE DERITEND GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE ANY PRESENT OR FUTURE MEMBER OF THE
GROUP TO MAVEN CAPITAL PARTNERS UK LLP (AS SECURITY
TRUSTEE) AND/OR THE SECURED PARTIES (OR ANY OF THEM)
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 20 JANUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES