

MG01

Particulars of a mortgage or charge

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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

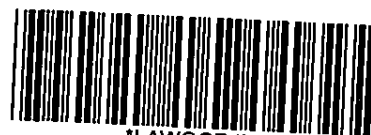
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

THURSDAY



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LAWQGRJ7

10/02/2011

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COMPANIES HOUSE

ise
uk

1

Company details

Company number

0 4 1 6 1 0 3 1

Company name in full

H-A Interiors Limited (the "Chargor")

For official use

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

d0 d9 m0 m2 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 9 February 2011 made between (1) the "Chargor" and (2) GB
Europe 2010 Limited (the "Lender") (the "Debenture")

4

Amount secured

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

Amount secured

All and any moneys, obligations and liabilities at
the date of the Debenture or in the future due,
owing or incurred by the Borrower and/or the
Chargor to the Lender and/or any Receiver under or
in respect of the Transaction Documents in whatever
currency denominated (whether actually or
contingently and whether alone or jointly with any
other person and whether as principal, guarantor,
surety or otherwise) including all interest,
commissions, fees and all legal and other costs,
charges and expenses which the Lender and/or any
Receiver may charge the Borrower or incur under any
Transaction Document (the "Secured Liabilities").

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

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

Name GB Europe (2010) Limited

Address 2nd Floor, Nations House

103 Wigmore Street, London

Postcode W 1 U 1 Q S

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 pages

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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 K&L Gates LLP

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 Oliver Tagg/3400041 00008

Company name K&L Gates

Address 110 Cannon Street

Post town London

County/Region

Postcode E C 4 N 6 A R

Country

Dx 58 London/Chancery Lane WC2

Telephone 020 7648 9000



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

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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

Pursuant to Clause 2 1 of the Debenture, as a continuing security for the payment of all Secured Liabilities, the Chargor charged in favour of the Lender:

(a) by way of legal mortgage:

(1) all estates or interests in the property described in Schedule 1 (Real Property) of the Debenture, and

(11) all estates or interests in any freehold or leasehold property (except any assets specified in sub-paragraph (1) above) at the date of the Debenture or in the future belonging to it;

(b) by way of fixed charge:

(1) (to the extent they are not the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold and leasehold property at the date of the Debenture or in the future belonging to it, whether or not the title is registered at the Land Registry,

(11) all buildings, fixtures (including trade and tenant's fixtures belonging to the Chargor), plant and machinery at the date of the Debenture or in the future on or annexed to any Real Property,

(111) all plant and machinery at the date of the Debenture or in the future owned by the Chargor and its interest in any plant or machinery at the date of the Debenture or in the future in its possession;

(1v) all rights, easements, privileges, covenants of title, benefits of all agreements and other interests at the date of the Debenture or in the future belonging to it in or over or in connection with any Real Property,

(v) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the Chargor's use of any Charged Property and all rights in connection with them,

(vi) all its rights in respect of any amount from time to time standing to the credit of the Accounts and the debt or debts represented thereby;

(v11) all its book debts and other debts, monetary claims, prepayments and the proceeds of the same existing at the date of the Debenture or in the future and whether payable at the date of the Debenture or in the future together with the benefit of all rights, claims, securities and guarantees enjoyed or held by the Chargor in relation to the foregoing,

(v111) the Scheduled Securities and all other Securities at the date of the Debenture or in the future belonging to it;

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(ix) all Scheduled Intellectual Property and all other Intellectual Property at the date of the Debenture or in the future belonging to it;

(x) all its goodwill and uncalled capital from time to time,

(xi) all its rights to recover any value added tax on any supplies made to it relating to the Charged Property and any sums so received,

(xii) any beneficial interest, claim or entitlement in any pension fund or plan at the date of the Debenture or in the future belonging to it, and

(xiii) its undertaking and all its other property, rights, assets and income not effectively assigned under paragraph (c) below;

(c) by way of assignment

(i) all its benefits, rights, titles, claims and interests in and to the Relevant Documents; and

(ii) all its benefits, rights, titles, claims and interests in and to all present and future insurance policies or contracts in respect of the Charged Property and any payments paid or payable, claims or return of premium in relation thereto,

provided that, in each case, to the extent (if any) that the benefits, rights, titles, claims and interests assigned under Clause 2.1 (c) (Fixed and floating charges) of the Debenture are not assignable, such assignment will operate as an assignment of all proceeds received by the Chargor in connection with such benefits, rights, titles, claims and interests, and

(d) by way of floating charge, its undertaking and all its other property, rights, assets and income not effectively mortgaged, charged or assigned by Clause 2.1 (Fixed and floating charges) of the Debenture both present at the date of the Debenture and in the future (including but not limited to its stock in trade and its heritable and other property, assets and rights in Scotland) (and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies so that the floating charge so created is a qualifying floating charge).

Pursuant to Clause 2.3 (Priority) of the Debenture the Security created by the Debenture:

(a) is created in favour of the Lender,

(b) ranks as first charges, mortgages and assignments (subject to the prior ranking debenture in favour of Fortis Commercial Finance Limited dated 24 March 2010), and

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(c) is given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

Pursuant to Clause 2.4 (Negative pledge) of the Debenture.

(a) The Chargor shall not without the prior written consent of the Lender, create or permit to subsist or arise any Security over the Charged Property.

(b) Subject to paragraph (a) above, any Security on the Charged Property created in the future by the Chargor (otherwise than in favour of the Lender) shall be expressed to be subject to the Debenture and/or such ranking or priority arrangements as the Lender may require in its absolute discretion.

Pursuant to Clause 2.5 (Restrictions on dealings) of the Debenture the Chargor shall not without the prior written consent of the Lender, sell, transfer, assign, license, lease, hire out, grant, lend, discount, factor, pledge, charge, exchange, compound, set-off, grant time or indulgence or otherwise dispose of any of the Charged Property or the equity of redemption therein or permit any person to do any such thing, including without limitation a disposal in the ordinary course of trade of any Charged Property subject to the floating charge created by Clause 2.1(d) (Fixed and floating charges) of the Debenture.

Pursuant to Clause 2.7 (Conversion of floating charge) of the Debenture.

(a) The Lender may from time to time, by notice in writing to the Chargor following the occurrence of an Event of Default or if the Lender 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 otherwise be in jeopardy, convert the floating charge contained in Clause 2.1(d) (Fixed and floating charges) of the Debenture into a fixed charge as regards any Charged Property specified in such notice.

(b) The floating charge contained in Clause 2.1(d) (Fixed and floating charges) of the Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

Pursuant to Clause 2.8 (Automatic Conversion) of the Debenture, notwithstanding anything contained in the Debenture, if (without the prior written consent of the Lender)

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Short particulars

(a) the Chargor creates any Security (whether by way of fixed or floating security) over or otherwise encumbers any of the Charged Property subject to the floating charge created by the Debenture or attempts to do so;

(b) any person levies or attempts to levy any distress, execution, sequestration or other process against the Charged Property;

(c) a resolution is passed or a petition is presented for the winding up, dissolution, administration or re-organisation of the Chargor (other than any frivolous or vexatious claim which is discharged, stayed or dismissed within 5 days of commencement);

(d) a receiver, an administrative receiver or a receiver and manager is appointed over the Charged Property or, if any person entitled to do so, gives notice of its intention to appoint a receiver, an administrative receiver or a receiver and manager over the Charged Property or files such a notice with the court, or

(e) an Administrator is appointed in respect of the Chargor or the Lender receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Chargor,

the floating charge created by the Debenture over such of the Charged Property shall with immediate effect and without notice automatically convert into a fixed charge.

DEFINITIONS

"Accounts" means the Existing Bank Accounts and any other account or accounts the Borrower has at the date of the Debenture or in the future with any bank or other person,

"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986;

"Borrower" means the Chargor's parent company, Alkor-Venilia GmbH, registered as an overseas company with a UK establishment under company number FC029425;

"Charged Property" means the undertaking, property, rights, assets and income of the Chargor mortgaged, charged and/or assigned by the Debenture and includes any part thereof and any interest therein and, where the context permits, the proceeds of sale of such undertaking, property, rights, assets and income,

"Event of Default" has the meaning ascribed to that term in the Facility Agreement,

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"Existing Bank Accounts" means any account or accounts the Chargor has at the date of the Debenture or in the future with any bank or any other person, including those more particularly described in the Debenture;

"Facility Agreement" means the facility agreement dated 15 December 2010 between, amongst others, the Borrower, the Lender as the same may be amended, supplement, novated and/or restated from time to time,

"Intellectual Property" means (to the extent of the Chargor's interest in them) (i) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered, and including, without limitation, the Scheduled Intellectual Property, and (ii) the benefit of all applications and rights to use such assets,

"Real Property" means the Charged Property from time to time charged by the Chargor under Clauses 2.1(a)(i), 2.1(a)(ii) and 2.1(b)(i) (Fixed and floating charges) of the Debenture and includes any part thereof,

"Receiver" means each person appointed by the Lender (whether pursuant to the Debenture or otherwise) as an administrative receiver, a receiver and manager or a receiver,

"Relevant Documents" means all leases, licences, and any contract entered into by the Chargor in connection with the management of the Real Property;

"Scheduled Intellectual Property" means the Intellectual Property listed in Schedule 1 to these particulars,

"Scheduled Securities" means the Securities listed in Schedule 5 (Scheduled Securities) of the Debenture,

"Securities" means any debentures, bonds, shares, stocks, certificates of deposit or other securities or investments issued to or otherwise owned at law or in equity by the Chargor from time to time (including, without limitation, the Scheduled Securities) and all dividends (cash or otherwise), distributions, interest, and other moneys paid or payable in respect thereof and all rights, moneys and assets relating to or accruing or offered or arising thereon from time to time, whether by way of redemption, allotment, conversion, warrant, exercise of option rights, substitution, exchange, preference, bonus or otherwise;

"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; and

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"**Transaction Document**" has the meaning ascribed to that term in the Facility Agreement.

Schedule 1

Owner	Trademark	Class	Registration No.
H A Interiors Limited	FABLON	27	674750
H A Interiors Limited	FABLON	19	780221
H A Interiors Limited	FABLON	1	666919
H A Interiors Limited	FABLON	17	674747
H A Interiors Limited	FABLON	27	756524
H A Interiors Limited	FROSTIES	10	2398149
H A Interiors Limited	READYROLL	27	1465484
H A Interiors Limited	YARD ART	27	2370045
H A Interiors Limited	PAINT PALS	27	2268148



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4161031
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 FEBRUARY
2011 AND CREATED BY H-A INTERIORS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER AND/OR THE COMPANY TO GB EUROPE (2010)
LIMITED AND/OR ANY RECEIVER 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 10 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 FEBRUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES