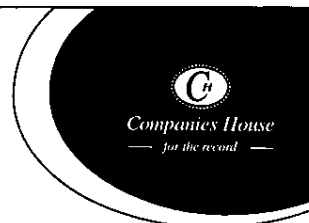


MG02

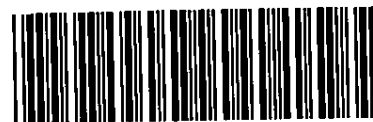
Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☒ **What this form is NOT for**
You cannot use this form to regis
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland. If
do this, please use form MG02s

TUESDAY



ARHZHIJZ

A36

23/03/2010

49

COMPANIES HOUSE

1 Company details

Company number 04680562

Company name in full HH ASSOCIATES (HOLDINGS) LIMITED

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 Creation of charge

Date charge created 30/05/2008

Description 1 A GUARENTEE AND DEBENTURE BETWEEN HH ASSOCIATES LTD, THE COMPANY AS SECURITY OBLIGOR AND VENTURE

Date of registration 19/06/2008

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name VENTURE FINANCE PLC

Address SHEENCROFT HOUSE, 10-12 CHURCH STREET

HAYWARDS HEATH, WEST SUSSEX

Postcode RH16 3SN

Name

Address

Postcode

Name

Address

Postcode

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

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

SEE ATTACHED CONTINUATION SHEET

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

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

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name	CLIVE NORTH
Company name	HH ASSOCIATES LTD
Address	CITY HOUSE, SUTTON PARK ROAD
Post town	SUTTON
County/Region	SURREY
Postcode	S M 1 2 A E
Country	UK
DX	
Telephone	020 8652 9217



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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 NR 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

Continuation Sheet 1

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Company number 04680562
Name of company HH Associates (Holdings) Limited

Short particulars of all the property mortgage or charged (continued)

1.1 Covenant to Pay

Pursuant to clause 2 (*Secured Obligations*) of the Agreement, the Security Obligor covenants with Venture that it shall pay all moneys and discharge the Secured Obligations when due and payable

1.2 Fixed Charge

Pursuant to clause 3.1 (*Fixed Charge*) of the Agreement, the Security Obligor with full title guarantee charges to Venture, as a continuing security for the payment and discharge of the Secured Obligations (such that each charge listed below is a separate charge in relation to each Security Obligor)

- (a) by way of first fixed charge, the Properties (if any) specified in Schedule 2 therein (*Properties*),
- (b) by way of first fixed charge (to the extent not the subject of a fixed charge by virtue of clause 1.1(a) therein) all present and future Properties now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor may have an interest,
- (c) by way of first fixed charge, the Equipment (if any) specified in Schedule 3 (*Equipment*) therein and the benefit of all contracts and warranties relating to the same,
- (d) by way of first fixed charge, all Equipment (other than any property specified in Schedule 3 (*Equipment*) therein now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor has an interest and the benefit of all contracts and warranties relating to the same,
- (e) by way of first fixed charge, all Securities now or from time to time hereafter owned by such Security Obligor or in which the Security Obligor has an interest,
- (f) by way of first fixed charge, all debts now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor has an interest (whether originally owing to such Security Obligor or purchased or otherwise acquired by it) other than the Non-Vesting Debts and the Other Debts,

- (g) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of such Security Obligor with any bank, financial institution or other person including, without limitation, the Accounts,
- (h) by way of first fixed charge, all moneys from time to time payable to such Security Obligor under or pursuant to the Insurances including without limitation the right to the refund of any premiums,
- (i) by way of first fixed charge, the proceeds of all other sums of money received by such Security Obligor, other than those specified in clauses 1 1(f), 1 1(g) and/or 1 1(h) therein,
- (j) by way of first fixed charge, the goodwill and uncalled capital of such Security Obligor,
- (k) by way of first fixed charge, the Intellectual Property (if any) specified in Schedule 4 (*Intellectual Property*) therein, and
- (l) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 4 (*Intellectual Property*)), now or from time to time hereafter owned by the Security Obligor or in which the Security Obligor may have an interest

1 3 Floating Charge

Puruant to clause 3 4 each Security Obligor with full title guarantee, as continuing security for the payment and discharge of the Secured Obligations charges to Venture by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3 1 (*Security Obligor Fixed Charges*) therein, clause 3 2 (*Fixed Charges on Non-Vesting and Other Debts*) therein and clause 3 3 (*Assignment*) therein or otherwise pursuant to the Agreement and including (without limitation and whether or not so effectively charged) any of its property, assets and rights situated in Scotland In addition, the Scottish Security Obligor is to enter into the Scottish Floating Charge

1 4 Continuing Security

Puruant to clause 13 1 (*Continuing security*) of the Agreement, the Agreement and the obligations of each Security Obligor under the Agreement (including, without limitation, the Guarantees) shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever

1 5 Restrictions on dealing

Pursuant to clause 4 2 (*Restrictions on dealing*) of the Agreement, the Chargor undertook not (a) create any Security, or allow Security to subsist, on any Charged Asset other than the Agreement, and (b) sell, transfer, lease or otherwise dispose of or agree to dispose of any Charged Asset except as required by clause 4 3 (*Further assurance*) of the Agreement

1 6 Further assurance

Pursuant to clause 6 1 (*Further assurance*) of the Agreement, each Security Obligor shall if and when at any time required by Venture (acting reasonably) execute such further Encumbrances and assurances in favour or for the benefit of Venture and do all such acts and things as Venture shall from time to time require over or in relation to all or any of the Charged Assets to

- (a) secure the Secured Obligations,
- (b) perfect or protect Venture's security over the Charged Assets or any part thereof,
- (c) facilitate the realisation of the same, and
- (d) to give effect to the terms of this deed

1 7 No Existing Security

Pursuant to clause 6 4 (*No Existing Security*) of the Agreement the Chargor represents that other than the Security created under the Agreement, no Security exists on, over or in respect of any Charged Asset

1 8 Power of attorney

Pursuant to clause 12 (*Power of attorney*) of the Agreement, Each Security Obligor by way of security hereby irrevocably appoints each of Venture and any Receiver severally to be its attorney in its name and on its behalf

- (a) to do all things which the Security Obligor may be required to do under this deed,
- (b) to execute and complete any documents or instruments which Venture or such Receiver may require for perfecting the title of Venture to the Charged Assets or for vesting the same in Venture, its nominees or any purchaser,
- (c) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6 (*Further assurance*) of the Agreement, and
- (d) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on Venture or a Receiver under this deed or which may be deemed expedient by Venture or a Receiver in connection with any disposition, realisation or getting in by Venture or such Receiver of the Receivership Assets or in connection with any other exercise of any power under this deed and including, but not limited to a power in favour of any Receiver to dispose for value of any of the assets of that Security Obligor over which such Receiver may not have been appointed and which are located at Property or Scottish Property (as the case may be) over which he has been appointed, without being liable for any losses suffered by Security Obligor, or any part thereof

Definitions

"Account"

means each account other than any Trust Account and/or the Receivables Account from time to time opened or maintained by a Security Obligor at such branch of the Account Bank as Venture may approve and all rights, benefits and proceeds in respect of such account

"Account Bank"

means any bank with which a Security Obligor maintains a Receivables Account or one or more Accounts

"Administrator"

means any person appointed under Schedule B1 Insolvency Act 1986 to manage a Security Obligor's affairs, business and property

"Authority"

includes any statutory, public, local regulatory or other competent authority, the fire officer, and building regulation control officer, or any court, law or government department

"Charged Assets"

means, in relation to a Security Obligor, all assets of that Security Obligor described in clauses 3 1 (*Security Obligor Fixed Charges*), 3 3 (*Assignment*) and 3 4 (*Floating Charges*) of the Agreement and in addition in relation to the Obligor all assets described in clause 3 2 (*Fixed Charge on Non-Vesting and Other Debts*) of the Agreement

"Collateral Instruments"

means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

"Debt"

has the meaning given to it in the Master Facilities Agreement

"Default Rate"

has the meaning given to it in the Master Facilities Agreement

"disposal"

includes any sale, lease, sub-lease, assignment or transfer, Encumbrance, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any Intellectual Property, and any agreement or attempt to do any of the foregoing and "dispose" and "disposition" shall be construed accordingly

"Dutch Securities"

means the Securities relating to HH Associates Netherlands B V

"Encumbrance"

means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

"Enforcement Date"

means the date on which an Event of Default occurs and is continuing as described in the Master Facilities Agreement or, if earlier, the date on which

- (a) Venture receives from any person a notice of intention to appoint an Administrator,
- (b) a Security Obligor requests Venture to appoint an Administrator or a Receiver,
- (c) an application is made for the appointment of an Administrator,
- (d) a petition is presented for an administration order in respect of a Security Obligor,
- (e) an Administrator is appointed in relation to a Security Obligor.

"Environment"

means

- (a) land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures,
- (b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers,
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground, and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above

"Environmental Claim"

means in relation to the Environment and Environmental Law any written claim, demand, suit or notice from a third party or any order of a court of competent jurisdiction, any suit, claim, demand or notice from any Environmental Regulator any charge or condition imposed by any Environmental Regulator, any notice served by any Environmental Regulator requiring Remediation or any written indication from any Environmental Regulator that a requirement to carry out Remediation will be imposed

"Environmental Law"

means all European Community, national, state, federal, regional or local laws, common law, statutes, ordinances, directives, directions, regulations, notices, relevant clean-up standards,

judgments, decrees or orders, codes of practice, the requirements and conditions of all Environmental Licences both express and implied, covenants, agreements, circulars, guidance notes (statutory or otherwise), judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the workplace and worker health and safety and process safety, or the generation, transportation, storage, treatment or disposal of any Relevant Substance, as enacted, amended, replaced or supplemented from time to time

"Environmental Licence"

means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law

"Environmental Regulator"

means any governmental entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the Environment or Environmental Law

"Equipment"

means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP

"Event of Default"

has the meaning given to it in the Master Facilities Agreement

"Finance Documents"

has the meaning given to it in the Master Facilities Agreement

"Fixed Charge Assets"

means the assets of each Security Obligor described in clause 3.1 (*Fixed Charges*) and the assets of the Obligor described in clause 3.2 (*Fixed Charges on Non-Vesting and Other Debts*) of the Agreement

"Fixtures"

means, in relation to a Property or Scottish Property (as the case may be), all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law

"GAAP"

means accounting principles which are for the time being generally acceptable in the United Kingdom

"Guarantee"

means, in relation to a Security Obligor, the obligations of that Security Obligor pursuant to clause 2 1(b) (*Covenant to pay, Guarantees*) and includes the obligations of that Security Obligor arising by virtue of clauses 2 2 (*Security Obligor as principal debtor indemnity*) and 13 (*Continuing Security and Other Matters*) of the Agreement

"Incapacity"

means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership)

"Indebtedness"

means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent

"Insurances"

means, in relation to a Security Obligor, all present and future contracts or policies of insurance in respect of the Charged Assets taken out by that Security Obligor or in which that Security Obligor from time to time has an interest

"Intellectual Property"

means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting

"Inventory"

means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Security Obligor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them

"Leases"

means all agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property or Scottish Property (as the case may be) is subject from time to time and "Lease" shall be construed accordingly

"Master Facilities Agreement"

means the master facilities agreement entered into between the Obligor and Venture on or around the date hereof pursuant to which certain asset based lending facilities and Debt purchase facilities are provided to the Obligor

"Non-Vesting Debts"

means all and any Debts purportedly assigned to Venture pursuant to the Master Facilities Agreement but which do not, for any reason, vest absolutely and effectively in Venture from time to time

"Obligors"

means each of the companies details of which are listed Schedule 1 Part 1 (*Obligors*) of the Agreement and "Obligor" means any one of them

"Other Debts"

means (at all times excluding all and any Debts vesting in Venture pursuant to the Master Facilities Agreement and all and any Non-Vesting Debts, and in each case their Related Rights) book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights

"Overseas Receivables Assignments"

means, together, the deeds of assignment in respect of Receivables executed by each of the Overseas Subsidiaries (save for HH Associates Netherlands B V), the undisclosed third party right of pledge executed by HH Associates Netherlands B V and with any necessary protection documentation required by Venture's counsel in any relevant jurisdiction

"Overseas Subsidiaries"

means each of HH Scandinavia (Holding) ApS, HH Sweden AB, HH France SAS, HH Poland Sp Z o o, HH Print Management Spain, S L and HH Italia S r.l and the share pledge executed by HH Scandinavia (Holding) ApS and the entire issued share capital of HH Sweden AB

"Property"

means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires

"Receivables Account"

means the account with a Security Obligor's bank, financial institution or other person to which the proceeds of realisation of Other Debts are to be paid

"Receiver"

means, in relation to a Security Obligor, any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by Venture pursuant to clause 9.1 (*Appointment and powers of Receiver*) of the Agreement

"Receivership Assets"

has the meaning given to it in clause 9.1 (*Appointment and powers of Receiver*) of the Agreement

"Related Rights"

has the meaning given to it in the Master Facilities Agreement

"Relevant Substance"

means any natural or artificial substance (in solid or liquid form or in the form of a gas or vapour) whether alone or in combination with any substance capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment or public health or welfare including, but not limited to, any controlled, special, hazardous, toxic or dangerous waste

"Remediation"

means any and all investigating, sampling, analysing, removing, remedying, cleaning-up, abating, containing or ameliorating the presence in or effect on the Environment of any contamination or pollution including, without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions to air and the obtaining of expert technical and legal advice (including all project management functions) in relation thereto

"Rentals"

means all rents, profits, income, fees and other sums at any time and from time to time payable by any tenants, under-tenants or licencees to a Security Obligor pursuant to the terms of a Lease excluding any sums payable in respect of (a) services provided to tenants, under-tenants or licensees (b) insurance premiums and (c) reasonable professional fees and expenses

"Scottish Floating Charge"

means the floating charge in Scottish form to be entered into by the Scottish Security Obligors in favour of Venture on or around even date herewith

"Scottish Property"

means heritable and leasehold property situated in Scotland, and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures thereon and all rights, easements and privileges

appurtenant to, or benefiting, the same and "Scottish Properties" means all or any of the same, as the context requires

"Scottish Security Obligors"

means each of the companies details of which are listed in Schedule 1 Part 3 (*Scottish Security Obligors*) of the Agreement and any other company which subsequently becomes a party to this deed pursuant to a Supplemental Deed and "Scottish Security Obligor" means any one of them

"Secured Obligations"

means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 1 (*Covenant to pay, Guarantees*) of the Agreement

"Security Obligors"

means each of the companies details of which are listed in Schedule 1 Part 2 (*Security Obligors*), each Obligor, the Scottish Security Obligors and any other company which subsequently becomes a party to this deed pursuant to a Supplemental Deed and "Security Obligor" means any one of them

"Securities"

means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof

"Specified Person"

means each or all, as the context requires, of each Security Obligor, its Subsidiaries, the occupier of any property from time to time and at any time owned, leased, occupied or otherwise used by such Security Obligor or any of its Subsidiaries or any of their respective officers

"Subsidiary"

shall have the meaning given to it in Section 736 Companies Act 1985

"Supplemental Deed"

means a deed supplemental to this deed in form and substance satisfactory to Venture by virtue of which a company becomes bound by this deed in the capacity of a Security Obligor

"Trust Account"

has the meaning given to it in the Master Facilities Agreement

"Venture"

means Venture Finance Plc whose registered office is at Sussex House, Perrymount Road,
Haywards Heath, West Sussex, RH16 1DN with company number 2281768 "