

MG01

Particulars of a mortgage or charge

108163/13.



**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**  
You cannot use this for  
particulars of a charge  
company. To do this, pl  
form MG01s

TUESDAY



**1 Company details**

Company number 0 6 4 1 4 2 4 8

Company name in full Sky Blue Sports & Leisure 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 d 2 d 8 m 0 m 3 y 2 y 0 y 1 y 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 Share Mortgage and Loan Assignment dated 28 March 2011 (the "Share  
Mortgage") between the Chargor and S U P SAS as Lender (the "Lender")

**4 Amount secured**

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

Amount secured All obligations of the Chargor owed or expressed to  
be owed to the Lender under or in connection with  
the Loan Agreement whether owed jointly or  
severally, as principal or surety or in any other  
capacity

Unless otherwise defined elsewhere in this form  
MG01, capitalised terms in this form MG01 and the  
attached continuation pages shall have the meanings  
set out in Schedule 2 (Definitions) of this form  
MG01

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

# MG01

## 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 S U P SAS

Address Chemin de La Gallée, La Gallée

69390 Millery, France

Postcode

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 attached Schedule 1

# MG01

## Particulars of a mortgage or charge

### 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 870)

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 866) 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 Olswang LLP X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## 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 Beata Callenfels

Company name Olswang LLP

Address 90 High Holborn

Post town London

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged.</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>SCHEDULE 1</b></p> <p style="text-align: center;"><b>SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED</b></p> <p><b>1 Security</b></p> <p>As continuing security for the payment of the Secured Liabilities the Chargor</p> <p>1 1 with full title guarantee (in accordance with the Law of Property (Miscellaneous Provisions) Act 1994) has charged to the Lender by way of first fixed charge all the present and future rights, title and interest in</p> <p style="padding-left: 40px;">(i) the Investments, and</p> <p style="padding-left: 40px;">(ii) all Related Rights,</p> <p>1 2 to the extent that the Related Rights or any of them were not effectively charged pursuant to paragraph (a) above, has assigned by way of absolute legal assignment (subject to a proviso for re-assignment on redemption), all the Chargor's rights, title, interest and benefit to an arising under the Related Rights, and</p> <p>1 3 has assigned to the Lender by way of absolute legal assignment (subject to a proviso for reassignment on redemption) its interest in all debts owed from time to time by PGL and PSL (a subsidiary of PGL) to the Chargor</p> <p><b>2 Negative Undertakings</b></p> <p>2 1 <i>Negative pledge</i></p> <p>The Chargor has agreed that it shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security</p> <p>2 2 <i>Disposals</i></p> <p>The Chargor has agreed that it shall not sell, transfer or otherwise dispose or purport or agree to dispose of any Charged Property, save for</p> <p style="padding-left: 40px;">(a) in accordance with the terms of the Share Purchase Agreement, and</p>	

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	<p>(b) in the event that the proceeds of such disposal will be applied by the Chargor towards the repayment or discharge in full of the Secured Liabilities</p> <p>2 3 <i>Investments</i></p> <p>The Chargor has agreed that it must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further shares in PGL constituting such Investment being issued</p> <p>2 4 <i>Capitalisation</i></p> <p>Nothing in the Share Mortgage or otherwise shall prevent the Chargor converting any loan assigned to the Lender pursuant to the clause 3 1(c) (<i>Security</i>) of the Share Mortgage (as summarised at paragraph 1 3 of this form MG01) into shares provided that it grants the Lender Security over such shares in form and substance equivalent to the Security created by the Share Mortgage</p>	

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	<p style="text-align: center;"><b>SCHEDULE 2</b></p> <p style="text-align: center;"><b>DEFINITIONS</b></p> <p><b>"Charged Property"</b> means the assets mortgaged by the Chargor under the Share Mortgage,</p> <p><b>"Investments"</b> means 20 ordinary shares of £1 00 each in the issued share capital of Prozone Group Limited (company number 04990234) whose registered office is at 3 Craven Court, Millshaw, Leeds, West Yorkshire LS11 8BN ("<b>PGL</b>"), and all rights and benefits in respect of those assets other than the right to receive Related Rights,</p> <p><b>"Loan Agreement"</b> means the loan agreement entered into between the Chargor and the Lender on 28 March 2011,</p> <p><b>"Permitted Security"</b> means</p> <ul style="list-style-type: none"> <li>(a) any and all Security created by the Share Mortgage, and</li> <li>(b) any lien arising in the ordinary course of the Chargor's business,</li> </ul> <p><b>"PSL"</b> means Prozone Sports Limited (company number 03265628) whose registered office is at 3 Craven Court, Millshaw, Leeds, West Yorkshire LS11 8BN),</p> <p><b>"Related Rights"</b> means all dividends, interest and other money payable in respect of the Investments together with any rights, warrants, benefits, money or property accruing or offered at any time in relation to the Investments or any of them by way of dividend, purchase, sale, conversion, redemption, substitution, exchange, bonus or preference, under option rights or otherwise and, for the avoidance of doubt, including the proceeds of any sale, transfer or disposal of the Investments or any of them,</p> <p><b>"Secured Liabilities"</b> means all obligations of the Chargor owed or expressed to be owed to the Lender under or in connection with the Loan Agreement whether owed jointly or severally, as principal or surety or in any other capacity,</p> <p><b>"Security"</b> 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</p>	

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	<p><b>"Share Purchase Agreement"</b> means an agreement to sell and purchase the entire issued share capital of PGL made between the Chargor (as seller) and the Lender (as buyer) or any similar agreement to sell and purchase 100% of PGL's interest in the share capital of PSL made between PGL (as seller) and the Lender (as buyer)</p>	



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 6414248  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE MORTGAGE AND LOAN  
ASSIGNMENT DATED 28 MARCH 2011 AND CREATED BY SKY  
BLUE SPORTS & LEISURE LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
S.U.P. SAS 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 5 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES