

MG01

Particulars of a mortgage or charge



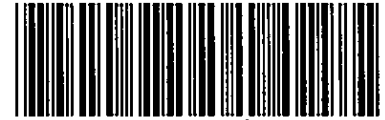
**A fee is payable with this form**

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

WEDNESDAY



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LD3

03/08/2011

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COMPANIES HOUSE

**1 Company details**

Company number / 6 4 3 0 3 2 2

Company name in full Soap & Glory Limited (the "Chargor")

2 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 / d2 d9 m0 m7 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 29 July 2011 (the "Debenture") between the Chargor and  
Brand Slam Limited (the "Chargee")

**4 Amount secured**

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

Amount secured All present and future obligations and liabilities  
(whether actual or contingent and whether owed jointly  
or severally in any capacity whatsoever) of the Chargor  
which are, or are expressed to be, or may become due,  
owing or payable to the Chargee under the Finance  
Documents (as defined in Schedule 2 of this Form MG01)  
except for any obligation or liability which, if it were  
so included, would cause that obligation or liability or  
any security in respect thereof, to be unlawful or  
prohibited by any applicable law, together with all  
costs, charges and expenses incurred by the Lender in  
connection with the protection, preservation or  
enforcement of its rights (the "Secured Liabilities")

Capitalised terms used in this form MG01 and the  
attached continuation pages shall have the meaning set  
out in Schedule 2

**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 Brand Slam Limited

Address Eighth Floor, 6 New Street

London

Postcode E C 4 A 3 A Q

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

Capitalised terms used in this form MG01 and attached continuation pages shall have the meanings set out in Schedule 2 of this Form MG01

# 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 Katy White

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)

# 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)

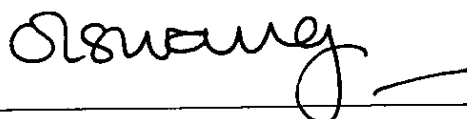
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate 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  X

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

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> <b>Particulars of a mortgage or charge</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><b>1 COVENANT TO PAY</b></p> <p>The Chargee has covenanted that it will pay to the Chargee on demand the Secured Liabilities</p> <p><b>2 CREATION OF SECURITY</b></p> <p><b>2 1 General</b></p> <p>2 1 1 All the security created under the Debenture</p> <p>2 1 1 1 was created in favour of the Chargee,</p> <p>2 1 1 2 was created over present and future assets of the Chargor,</p> <p>2 1 1 3 was secured for the payment and satisfaction of all the Secured Liabilities,</p> <p>2 1 1 4 was created by the Chargor to the extent of its interest whether joint or several, legal or beneficial, and</p> <p>2 1 1 5 was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p><b>3 FIXED SECURITY</b></p> <p><b>3 1 Land</b></p> <p>3 1 1 The Chargor has charged</p> <p>3 1 1 1 by way of first legal mortgage all estates or interest in any freehold or leasehold property now owned by it, and</p> <p>3 1 1 2 (to the extent that they are not subject of a mortgage under paragraph 3 1 1 1 above) by way of first fixed charge, all estates or interest in any freehold or leasehold property now or subsequently owned by it</p> <p>3 1 2 A reference in the Debenture to a mortgage or charge of any freehold or</p>	

In accordance with  
Section 860 of the  
Companies Act 2006

## MG01 - continuation page

Particulars of a mortgage or charge

### Short particulars of all the property mortgaged or charged.

Please give the short particulars of the property mortgaged or charged

leasehold property included

3 1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and

3 1 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants

#### 3 2 Investments

The Chargor has charged by way of first fixed charge its interest in the Investments and Related Investment Rights

#### 3 3 Equipment

The Chargor has charged by way of first fixed charge all plant, machinery, vehicles, computers and office and other equipment all other moveable assets of any kind and in any place and the benefit of all contracts and warranties relating to the same

#### 3 4 Credit balances

The Chargor has charged by way of first fixed charge all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any account (including, without limitation, any account contemplated by the Facility Agreement and the Debenture) it has with the Chargee or with any other bank, financial institution or person and the debt represented by it

#### 3 5 Receivables

The Chargor has charged by way of first fixed charge all of its right, title and interest in the Receivables

#### 3 6 Intellectual Property Rights

The Chargor has charged by way of first fixed charge, the Intellectual Property Rights for the time being and from time to time owned, possessed or controlled by it

#### 3 7 Insurances

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
	<b>Short particulars of all the property mortgaged or charged.</b>	
	Please give the short particulars of the property mortgaged or charged	
	<p>The Chargor has charged by way of first fixed charge (to the extent not effectively assigned under paragraph 4 1 (Insurances – assignment)), the Insurances and all proceeds of the Insurances</p> <p><b>3 8 Agreements</b></p> <p>The Chargor has charged by way of first fixed charge all its rights now or subsequently in respect of the Relevant Contracts and any other agreement to which it is, or becomes, a party to the extent the same are not subject to an effective fixed charge created under any other term of this paragraph 2 or to an effective assignment under paragraph 4 2 below</p> <p><b>3 9 Pension funds</b></p> <p>The Chargor has charged by way of first fixed charge any benefit, interest, claim or entitlement it has in any pension fund</p> <p><b>3 10 Goodwill and uncalled capital</b></p> <p>The Chargor has charged by way of first fixed charge its goodwill and all its uncalled capital</p> <p><b>3 11 Authorisations</b></p> <p>The Chargor has charged by way of first fixed charge</p> <p>3 11 1 the benefit of all present and future Authorisations (statutory or otherwise) held in connection with its use of any Security Asset, and</p> <p>3 11 2 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph 3 11 1 above</p> <p><b>3 12 Separate charges</b></p> <p>Each of the charges referred to in paragraphs 3 1 to 3 11 above (inclusive) shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in each such paragraph, so that each item mentioned in each paragraph and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property Rights shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	Please give the short particulars of the property mortgaged or charged	
	<p>subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)</p> <p><b>4 ASSIGNMENTS</b></p> <p><b>4 1 Insurances - assignment</b></p> <p>The Chargor assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Insurances and all proceeds of the Insurances</p> <p><b>4 2 Agreements – assignment</b></p> <p>The Chargor assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <p>4 2 1 the Relevant Contracts, and</p> <p>4 2 2 any other agreement to which it is or becomes a party</p> <p><b>5 FLOATING CHARGE</b></p> <p><b>5 1 Creation of Floating Charge</b></p> <p>5 1 1 The Chargor has charged 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, the Receivables but excluding any property or assets otherwise effectively mortgaged or charged by way of mortgage or fixed charge respectively to the Chargee under the Debenture or any other Finance Document</p> <p>5 1 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 5 of the Debenture which floating charge is accordingly a qualifying floating charge for such purposes</p>	



In accordance with  
Section 860 of the  
Companies Act 2006

## MG01 - continuation page

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Please give the short particulars of the property mortgaged or charged

#### 6 RESTRICTIONS ON DEALINGS

##### 6 1 Security

The Chargor shall not without the prior written consent of the Chargee create or attempt to create or permit to subsist in favour of any person, other than the Chargee, any security on any Security Asset (except for the security created under the Debenture and any Permitted Security)

##### 6 2 Disposals

The Chargor shall not without the prior written consent of the Chargor sell, transfer, assign, licence, lease or otherwise dispose of or agree to sell, transfer, assign, licence, lease or otherwise dispose of any Security Asset or any part of an interest in any Security Asset or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to Clause 11 of the Debenture (Receivables) and for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Debenture and not expressed in the Debenture to be subject to a fixed charge under paragraphs 3 1 to 3 11 above

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
	<b>Short particulars of all the property mortgaged or charged.</b>	
	Please give the short particulars of the property mortgaged or charged	
	<p style="text-align: center;"><b>SCHEDULE 2</b></p> <p><b>"Authorisation"</b> means an authorisation, permission, consent, approval, resolution, licence, exemption, filing, notarisation or registration held in connection with its business or assets,</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 29 July 2011 between the Chargor and the Chargee, and any variation, amendment, replacement or supplement to that agreement,</p> <p><b>"Finance Document"</b> means the Facility Agreement, the Debenture, any document creating or evidencing security in respect of the Secured Liabilities and any other document designated as a Finance Document by the Chargee and the Chargor or any of them provided that, for the avoidance of doubt, this shall not include any document issued to the Chargee by the Chargor solely for the Chargee's capacity as shareholder of the Chargor,</p> <p><b>"Insurances"</b> means all contracts and policies of insurance taken out by or on behalf of the Chargor or in which it has an interest (but excluding any third party liability or public liability insurance) including, without limitation, any director's or officer's insurance,</p> <p><b>"Intellectual Property Rights"</b> means all patents (including, without limitation, applications (and any goodwill associated with such applications), improvements, prolongations, extensions and rights to apply for them in any part of the world), designs (whether registered or unregistered), copyrights and rights in the nature of copyright, design rights, trade marks and service marks (whether registered or unregistered), utility models (in each case for their full period and all extensions and renewals of them), trade names, business names, domain names and brand names, know-how, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including, without limitation, the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,</p> <p><b>"Investments"</b> means all shares, stocks, debentures, bonds or other securities, investments or interests of any kind whatsoever (whether marketable or otherwise and including, without limitation, warrants or options to acquire or subscribe to any of the same) in any person and all Related Investment Rights owned by the Chargor or held by any nominee on its behalf or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system or custodian on behalf of the Chargor or whether</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p>the same have been delivered to or to the order of the Chargee or its nominee and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Chargor,</p> <p><b>"Permitted Security" means</b></p> <ul style="list-style-type: none"> <li>(a) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the Chargor),</li> <li>(b) any lien arising in the ordinary course of business by operation of law and not as a result of any default or omission by the Chargor,</li> <li>(c) any rights by way of reservation or retention of title which are required by the supplier of any property to the Chargor in the normal course of such supplier's business and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor,</li> <li>(d) any security created by the Chargor over an asset as security for payment of the purchase price of such asset or as security for a loan or other credit facility advanced for the purpose of enabling the Chargor to acquire such asset,</li> <li>(e) any security over any asset of the Chargor which was acquired by the Chargor subject to such security, and</li> <li>(f) the existing rent deposit deed dated 3 March 2011 and made by the Chargor (as fully described in the Debenture),</li> </ul> <p><b>"Receivables" means</b></p> <ul style="list-style-type: none"> <li>(a) all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever),</li> <li>(b) the benefit of all rights and remedies relating to any of the items in paragraph (a) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, security, reservations of property rights, rights of tracing</li> </ul>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p>and unpaid vendor's liens and similar associated rights, and</p> <p>(c) all proceeds of any of the items listed in paragraph (a) above or rights and remedies in paragraph (b) above,</p> <p><b>"Related Investment Rights"</b> means any dividend or interest paid or payable in relation to any Investment and all allotments, rights, warrants, benefits and advantages (including, without limitation, all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the Investments and all money or property accruing or offered at any time by way of conversion, redemption, bonus, exchange, preference, option, dividend, distribution, interest or otherwise in respect of the Investments,</p> <p><b>"Relevant Contracts"</b> means the documents specified in Part III (Relevant Contracts) of Schedule 1 (Security Assets) of the Debenture and any other agreement to which the Chargor is a party and which the Chargee may from time to time designate as such by notice in writing to the Chargor, and</p> <p><b>"Security Assets"</b> means all the assets of the Chargor which are the subject of any security created or constituted by the Debenture</p>	



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

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

**COMPANY NO. 6436322  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 JULY 2011  
AND CREATED BY SOAP & GLORY LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO BRAND SLAM LIMITED 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 5 AUGUST 2011

*Gf*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES