

145149/39

# MG01

## Particulars of a mortgage or charge

TUESDAY



A52 28/09/2010 290  
COMPANIES HOUSE

**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

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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### Company details

Company number

0 7 0 5 1 1 3 4

Company name in full

Christchurch Court (UK) Limited (the "Company")

For official use

3

#### → 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

d1 d4 m0 m9 y2 y0 y1 y0

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

Composite Guarantee and Debenture (the "**Debenture**") between, amongst others, (1) the Company, and  
(2) the Chargee

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### Amount secured

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

Amount secured

Pursuant to the Debenture the Company irrevocably and unconditionally, jointly and  
severally covenanted with the Chargee that it will on demand pay and discharge in full  
the Secured Obligations due, owing or incurred by it on the due date for payment or  
discharge of such obligations and liabilities and otherwise in the manner provided in  
the Loan Stock Documents

#### Definition

"**Beneficiaries**" means the Loan Stock Holders, together with any other party who  
accedes to the Security Trust Deed as a Beneficiary (and each a "**Beneficiary**")

"**Companies**" means the companies listed in Schedule 1 of the Debenture

"**Investors**" shall have the meaning given in the Subscription Agreement

"**Loan Stock**" means the loan stock issued or to be issued pursuant to the Loan  
Stock Instruments or, as the case may be, the amount thereof for the time being  
outstanding

SEE CONTINUATION SHEET

#### 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 Sovereign Capital Partners LLP (the "Chargee") (CRN OC309409)

Address 25 Victoria Street

London

Postcode S W 1 H O E X

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

#### **Fixed Charge**

The Company as beneficial owner and with full title guarantee, as a continuing security for the payment, discharge and performance of the Secured Obligations charged to the Chargee

(a) by way of first legal mortgage

(i) the properties (if any) specified in Schedule 3 (Properties) of the Debenture, and  
(ii) all the estate and interest of the Company in any freehold and leasehold property located in England and Wales now vested in the Company together with all buildings and Fixtures on and the proceeds of sale of all or any part of such property and the benefit of any covenants for title given or entered into by any predecessor in title and any monies paid or payable in respect of those covenants (other than any property specified in Schedule 3 (Properties) of the Debenture),

(b) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of Clause 3 1(a) or assigned pursuant to Clause 3 3 (Assignments) of the Debenture)

(i) all the estate and interest of the Company in any freehold and leasehold property now or at any time in the future belonging to or charged to the Company together with all buildings and Fixtures on and the proceeds of sale of all or any part of such property and the benefit of any covenants for title given or entered into by any predecessor in title and any money that is paid or payable in respect of those covenants,  
(ii) the benefit of all guarantees, collateral warranties, contracts, agreements, covenants given or made by any person in favour of the Company in connection with the use, occupation, construction, repair or maintenance of the Charged Property or of any building or Fixture on the Charged Property and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same,  
(iii) all Equipment (if any) specified in Schedule 4 (Equipment) and the benefit of all contracts and warranties relating to the same  
(iv) all Equipment (other than any Equipment specified in Schedule 4 (Equipment) of the Debenture) now, or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,  
(v) all of its Debts,  
(vi) all of its Securities,  
(vii) all of its present and future Intellectual Property,  
(viii) all of its present and future uncalled capital and goodwill,  
(ix) all of its present and future benefits and rights under or in respect of any present or future contracts and/or policies of Insurance and the proceeds of all claims under them (to the extent the same are not otherwise subject to an effective fixed charge pursuant to Clause 3 1 of the Debenture),

**PLEASE SEE CONTINUATION SHEET**

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## Particulars of a mortgage or charge

4	Amount secured
Amount secured	<p data-bbox="320 360 1061 394">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="320 412 1509 465"><b>"Loan Stock Documents"</b> means the Loan Stock, the Loan Stock Instruments, the Debenture, the Security Trust Deed, the Subscription Agreement and any other document designated as such by the Chargee and the Parent</p> <p data-bbox="320 488 1509 542"><b>"Loan Stock Holders"</b> means (i) at the date of the Debenture the Investors and the Management Investors and (ii) after the date of the Debenture, the holders of any Loan Stock from time to time</p> <p data-bbox="320 568 1509 645"><b>"Loan Stock Instruments"</b> together (i) the instrument dated 14 September 2010 constituting £958,277 12 per cent secured investor loan notes A 2016 of the Parent, (ii) the instrument dated 14 September 2010 constituting £14,723 12 per cent secured investor loan notes A1 2016 of the Parent</p> <p data-bbox="320 676 927 703"><b>"Management Investors"</b> means Paul Preston and David Roth</p> <p data-bbox="320 734 1509 810"><b>"Obligors"</b> means together the Parent, Christchurch Court (UK) Limited (Company number 7051134) and Marigold Contracts Limited (Company number 3385427) and each Subsidiary of the Parent that becomes a party to this Deed as an Obligor by executing an Obligor Accession Deed as defined in the Debenture (and each an "Obligor")</p> <p data-bbox="320 842 1109 869"><b>"Parent"</b> means Christchurch Court Holdings Limited (Company number 7109849)</p> <p data-bbox="320 900 1509 976"><b>"Secured Obligations"</b> means all present and future obligations and liabilities of each Obligor to the Chargee, the Beneficiaries or any of them under or in connection with the Loan Stock Documents (or any of them) or on any other account whatsoever in each case</p> <p data-bbox="320 999 1230 1025">(a) whether actual or contingent and whether incurred alone or jointly with any other person(s),</p> <p data-bbox="320 1039 951 1066">(b) whether incurred as primary obligor, as surety or as guarantor,</p> <p data-bbox="320 1079 1509 1155">(c) whether incurred directly to the Chargee or any Beneficiary or whether the Chargee or any Beneficiary is entitled to claim the payment or discharge of any obligations or liabilities solely by reason of an assignment or transfer to it by the person originally entitled, and</p> <p data-bbox="320 1169 1062 1196">(d) in whatever currency those obligations and liabilities maybe denominated</p> <p data-bbox="320 1227 1509 1326"><b>"Security Trust Deed"</b> means the security trust deed dated 14 September 2010 and made between among others (1) the Parent, (2) the Companies, (3) the Chargee, (4) the Investors and (5) the Management Investors (each term as defined therein) pursuant to which the Chargee has agreed to hold the benefit of the Security constituted by the Debenture on trust for the Beneficiaries (each term as defined therein) from time to time</p> <p data-bbox="320 1357 1509 1433"><b>"Subscription Agreement"</b> means the subscription agreement dated 14 September 2010 between, amongst others, (1) the Parent (2) the Companies, (3) the Managers (as such term is defined in such agreement) (4) the Investors (as such term is defined in such agreement) and (5) the Chargee</p> <p data-bbox="320 1464 1193 1491"><b>"Subsidiary"</b> shall have the meaning given to it in Section 1159 of the Companies Act 2006</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="319 365 1037 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="319 421 1500 593">(x) all of its Cash at Bank (xi) all of its present and future plant, machinery, equipment, vehicles, computers and other chattels and its interest in plant, machinery, equipment, vehicles, computers or other chattels in its possession (other than for the time being part of its stock in trade or work in progress), and (xii) the benefit of all present and future licences, permissions, consents, authorisations, concessions and agreements held in connection with this business or the use of any of its assets and the right to recover and receive all compensation that may at any time become payable to it in respect of any of them</p> <p data-bbox="319 616 478 645"><b><u>Floating Charge</u></b></p> <p data-bbox="319 645 1500 739">(a) The Company as beneficial owner and with full title guarantee, as a continuing security for the payment, discharge and performance of the Secured Obligations charged to the Chargee all its undertaking (present and future, wherever situated), including, without limitation, its stock in trade or work in progress and the assets charged, mortgaged or assigned pursuant to the Debenture if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective</p> <p data-bbox="319 761 1500 840">(b) The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in Clause 3 2(a) of the Debenture which shall be qualifying floating charges and shall be enforceable at any time on or after the Enforcement Date</p> <p data-bbox="319 862 478 891"><b><u>Negative Pledge</u></b></p> <p data-bbox="319 913 1468 963">The Company shall not create, agree or attempt to create or permit to subsist any Security over all or any of its assets or undertaking other than as permitted by the Intercreditor Agreement</p> <p data-bbox="319 985 430 1014"><b><u>Definitions</u></b></p> <p data-bbox="319 1014 981 1041">"Accounts" means each Collection Account, and each an "Account"</p> <p data-bbox="319 1064 1508 1120">"Account Bank" means a bank, financial institution or other person with which the Company maintains an Account or any other account</p> <p data-bbox="319 1142 1508 1220">"Cash at Bank" means together (a) all monies (including interest) standing to the credit of the Company's accounts (including the Accounts) with any Account Bank, (b) all deposits made by the Company with any Account Bank, and (c) all other sums held for the Company by any Account Bank, and the debt represented by each of them</p> <p data-bbox="319 1243 1476 1310">"Charged Property" means the Secured Assets charged under sub-clauses (a) or (b)(i) of Clause 3 1 (<i>Fixed Charges</i>) of the Debenture</p> <p data-bbox="319 1332 1476 1400">"Collection Account" means in relation to the Company its account with any other bank, financial institution or other person into which the proceeds of realisation of Debts are to be paid pursuant to Clause 11 (<i>Book and other Debts</i>) of the Debenture</p> <p data-bbox="319 1422 1508 1534">"Debts" means all book and other monetary debts, revenues and claims, now or at anytime in the future, due owing or incurred to the Company (but excluding Cash at Bank) the proceeds of those book and other monetary debts and claims and the benefit of all rights and remedies of any nature (including guarantees and security) relating to those book and other monetary debts and claims and all present and future things in action which give rise or may give rise to a debt or debts</p> <p data-bbox="319 1556 1444 1585">"Documents" means all documents and agreements listed or referred to in Schedule 7 (<i>Documents</i>) of the Debenture</p> <p data-bbox="319 1608 1260 1646">"Enforcement Date" means the date determined in accordance with Clause 17 1 of the Debenture</p> <p data-bbox="319 1668 1508 1825">"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 the Accounting Principles</p> <p data-bbox="319 1848 1308 1881">"Fixtures" means all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery</p>

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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

**"Insurances"** means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest

**"Intellectual Property"** means, in relation to the Company (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each member of the Group, including those listed in Schedule 6 (*Intellectual Property*) of the Debenture

**"Intercreditor Agreement"** means the intercreditor agreement dated 14 September 2010 and made between (among others) Santander UK Plc, the Chargee, the Company, the Loan Stock Holders, and certain others

**"Secured Assets"** means all property, assets, undertakings, rights and benefits, mortgaged, charged or assigned to the Chargee under or pursuant to the Debenture

**"Security"** means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Securities"** means all the shares listed in Schedule 5 (*Securities*) of the Debenture and all other stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for 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

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## 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 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  LLP 27/9/10 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 Andrew Fordham SOV 30-1

Company name Hammonds LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country

DX 26441 Leeds

Telephone +44 (0)113 284 7000



### 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)



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

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

**COMPANY NO. 7051134  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 14 SEPTEMBER 2010 AND CREATED BY  
CHRISTCHURCH COURT (UK) LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO  
SOVEREIGN CAPITAL PARTNERS LLP THE BENEFICIARIES 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  
28 SEPTEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 SEPTEMBER  
2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**