

MG01

150439/13



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

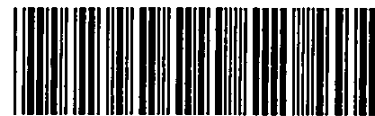
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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

SATURDAY



A1005G3N

A07

07/01/2012

#361

COMPANIES HOUSE

1

Company details

Company number

0 7 4 7 2 9 9 7

Company name in full

Hamsard 3232 Limited (the "Company")

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 d3 m0 m1 y2 y0 y1 y2

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

A debenture (the "**Debenture**") between (1) the Company and (2) The Co-
operative Bank p l.c (the "**Bank**").

4

Amount secured

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

Amount secured

The Company has covenanted with the Bank to pay and
discharge on demand all monies, obligations and
liabilities at the date of the Debenture or at any
time after the date of the Debenture due, owing or
incurred by the Company to the Bank on any current
or other account or otherwise (whether actual or
contingent, as principal or surety and whether
solely or jointly with any other person), and
whether originally owing to the Bank or otherwise
purchased or acquired by it, including interest,
discount, commission, bank charges and other
charges and expenses charged by the Bank. Such
interest shall be calculated and compounded in
accordance with the usual practice of the Bank for
the time being as well after as before any demand
made or judgment obtained under the Debenture

Continuation page

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

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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	The Co-operative Bank p l.c
Address	Balloon Street
	Manchester
Postcode	M 6 0 4 E P
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	<p>The Company with full title guarantee has charged to the Bank as security for the Secured Obligations</p> <p>1) by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;</p> <p>2) by way of fixed charge:-</p> <p>(a) all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), at the date of the Debenture or at any time thereafter during the continuance of the security belonging to or charged to the Company (not being charged by Clause 2 1.1 of the Debenture) and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,</p> <p>(b) the benefit of all its rights, present and future, under covenants for title given in relation to the Property and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;</p> <p>(c) the benefit of all its rights, present and future, under any contract for sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property,</p>
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(See continuation page)

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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	<p>(d) the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;</p> <p>(e) all its licences, consents and authorisations (both public and private), present and future, held by the Company in connection with any of its activities;</p> <p>(f) all its present and future plant and machinery (save to the extent that such plant and machinery forms part of the Company's stock in trade or work in progress),</p> <p>(g) all its present and future vehicles (save to the extent that such vehicles forms part of the Company's stock in trade or work in progress),</p> <p>(h) all its present and future computers (save to the extent that such computers forms part of the Company's stock in trade or work in progress),</p> <p>(i) all its present and future office equipment (save to the extent that such office equipment forms part of the Company's stock in trade or work in progress),</p> <p>(j) all other equipment present and future not more particularly charged by Clause 21 of the Debenture (unless it forms part of the Company's stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all the Company's rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement,</p> <p>(k) all its goodwill and uncalled capital, present and future;</p> <p>(l) all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, at the date of the Debenture and at any time during the continuance of the security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto,</p> <p>(m) all interests in and rights under policies of insurance and assurance at the date of the Debenture or at any time during the continuance of the security belonging to the Company, and all its rights, present or future, to other compensation monies from time to time payable in respect of the Charged Assets,</p> <p>(n) all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them at the date of the Debenture or at any time during the continuance of the security belonging to the Company, including all the Company's rights</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

under any agreements, both present or future, relating to the use or exploitation of such rights;

(o) all Book Debts, including the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances),

(p) all Payment Obligations, including the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances),

(q) all Refundables, including the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances),

(r) with effect from the opening or establishment or any Collections Account, all monies standing to the credit of such Collection Account,

(s) all Account Balances (not being charged by Clause 2 1 19 of the Debenture)

The fixed charges created by Clauses 2 1 7 to 2.1 10 of the Debenture shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/ or replacement

3) by way of floating charge all the Company's undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charged under the provisions of Clause 2 1 1 to 2 1 20 of the Debenture

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986

Negative Pledge

Pursuant to the Debenture the Company has agreed that it shall not, without the prior written consent of the Bank, create or allow to subsist any Encumbrance over any Charged Assets (whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so

Pursuant to the Debenture the Company has agreed that it shall not, without the prior written consent of the Bank, sell, transfer, lease, assign, factor, discount or otherwise part with possession or dispose of (or attempt or agree to do any of the foregoing) the whole or any part of any property, asset or right of the Company, whether present or future

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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	<p>(except for a disposal at market value in the usual course of trading of Charged Assets which are not stated to be charged by the Debenture by way of legal mortgage or fixed charge and which are not then subject to a fixed charge which was originally a floating charge)</p> <p><u>Assurances</u></p> <p>The Company shall, if required by the Bank and at its own cost.</p> <p>(a) execute in favour of the Bank and deliver to the Bank any further charge by way of legal mortgage, assignment, mortgage, charge, transfer or other security over any Charged Assets required by the Bank from time to time either in the Bank's standard form for the time being or in any other form required by the Bank,</p> <p>(b) do and concur in any other act or thing required by the Bank to vest title to any Charged Assets in the Bank or its nominee(s) (subject to the Company's equity of redemption) or more effectively to provide security for the payment and discharge of the Secured Obligations, and</p> <p>(c) give notice to such person(s) as the Bank may require of any security created or act done pursuant to the Debenture, and take any other step required by the Bank to perfect or protect any such security</p> <p><u>Crystallisation</u></p> <p>The Bank may by notice to the Company convert the floating charge created by Clause 2.1 21 of the Debenture into a fixed charge as regards the Charged Assets specified in the notice.</p> <p>The floating charge created by Clause 2 1 21 of the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in respect of any asset comprising the Charged Assets:</p> <p>(a) upon there being a breach of the negative pledge provisions in Clause 3 1 or 3 2 of the Debenture in relation to that asset, or</p> <p>(b) upon the presentation or making of any application for a warrant of execution, writ of fieri facias, third party debt order, charging order or court order with analogous effect in respect of that asset, or upon any person levying or attempting to levy any distress or execution against that asset, or any person effecting or attempting to effect any lawful seizure (whether permitted by contract or by law) in respect of that asset</p> <p><u>Definitions</u></p> <p>"Account Balance" means all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution</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	<p>"Book Debts" means all present and future book debts of the Company</p> <p>"Charged Assets" means all property, assets and rights of the Company, both present and future which are for the time being subject to the security created by or pursuant to the Debenture and (unless the context requires otherwise) shall include each and every part thereof</p> <p>"Collections Account" means such specially designated account(s) as the Bank may from time to time direct (together with all additions to or renewals or replacements thereof), into which the Company shall pay Book Debts, Payment Obligations and Refundables in accordance with the Debenture</p> <p>"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind</p> <p>"Payment Obligations" means all present and future debts (other than Book Debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company</p> <p>"Property" means the property referred to in Clauses 2 1 1 and 2 1 2 of the Debenture and includes each and every part thereof.</p> <p>"Refundables" means all present and future payments of or entitlements to claim payment or prepayment of any taxes, insurance premiums or other over-payments by the Company.</p> <p>"Secured Obligations" means all monies, obligations and liabilities (and includes each and every part of them) at the date of the Debenture or at any time after the date of the Debenture due, owing or incurred by the Company to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), and whether originally owing to the Bank or otherwise purchased or acquired by it, including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. Such interest shall be calculated and compounded in accordance with the usual practice of the Bank for the time being as well after as before any demand made or judgment obtained under the Debenture</p>	

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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 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 Squire Sanders (UK) LLP 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 Danielle Parkinson (DP4/AF2/SOV 30-4)

Company name Squire Sanders (UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country UK

DX DX 26441

Telephone 0113 284 7356



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



FILE COPY

f.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7472997
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 JANUARY
2012 AND CREATED BY HAMSARD 3232 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE CO-OPERATIVE BANK P L.C. ON ANY
ACCOUNT WHATSOEVER AND ALL OTHER MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE CO-
OPERATIVE BANK P.L.C. WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 7
JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES