

MG01

Particulars of a mortgage or charge

000002-13

BLUEPRINT

OneWorld

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

FRIDAY



LD4

L1NRXTKQ

14/12/2012

#88

COMPANIES HOUSE

1 Company details

Company number 0 7 6 9 7 4 8 7

Company name in full ☒ SONSTE LIMITED

2

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 1 d 0 m 1 m 2 y 2 y 0 y 1 y 2

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 ("the Debenture")

4 Amount secured

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

Amount secured Please see continuation sheet

Continuation page

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

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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

Name



FERN TRADING LIMITED

Address

20 Old Bailey, London

Postcode

E C 4 M 7 A N

Name

Address

Postcode

Continuation page

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

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 continuation sheet

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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

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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)

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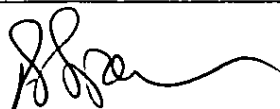
Signature

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

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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 **Karen Ward**

Company name

Address
4th Floor

20 Old Bailey

Post town
London

County/Region

Postcode **E C 4 M 7 A N**

Country

DX

Telephone
020 7710 2814



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

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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>3 1 The Company with full title guarantee charges to the Security Trustee by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest</p> <p>(a) all freehold and leasehold property of the Company and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same,</p> <p>(b) all plant, machinery (other than that charged by clause (a)) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same,</p> <p>(c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other 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 of them,</p> <p>(d) (subject, in the case of any monies held in, or sums standing to the credit of, the Collections Account, to clause 7) the Receivables,</p> <p>(e) 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 bank or other account with the Security Trustee or with any other bank, financial institution or person (including, without limitation but subject to clause 7, the Collections Account),</p> <p>(f) the Insurances and all proceeds of the Insurances,</p> <p>(g) all uncalled capital and the goodwill of the Company now or at any time in the future in existence, and</p> <p>(h) the Intellectual Property</p> <p>3 2 The Company with full title guarantee charges to the Security Trustee by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Security Trustee by way of fixed charge pursuant to clause 3 1 or assigned pursuant to clause 3 3</p> <p>3 3 As further security for the payment of the Secured Obligations, the Company assigns absolutely to the Security Trustee all its right, title and interest in the Receivables (subject to clause 7) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the Company reassign the Receivables, Assigned Agreements and Insurances (each an Assigned Asset) to the Company</p> <p>3 4 Each of the charges referred to in clause 3 1 shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in sub-clauses 3 1(a) – (h) (inclusive), so that each item mentioned in each sub-clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge Without prejudice to the generality of the previous sentence if any such item shall be found to be 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>3 5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3 2 which floating charge is accordingly a qualifying floating charge for such purposes</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4 NEGATIVE PLEDGE</p> <p>4 1 The Company covenants that it will not without the prior consent in writing of the Security Trustee</p> <p>(a) (save in relation to Receivables to the extent permitted or required pursuant to clause 7) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them,</p> <p>(b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except Permitted Encumbrances),</p> <p>(c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to</p> <p>(i) Receivables to the extent permitted pursuant to clause 7, and</p> <p>(ii) Floating Charge Assets which may (subject to the other provisions of this Debenture and in particular but without limitation subject to the provisions of clause 7) be sold on market value terms in the usual course of trading as now conducted and for the purpose of carrying on the relevant Company's business, and</p> <p>(iii) computers, office and other equipment which are considered obsolete and disposed of where the proceeds of disposal are used within three months of that disposal for the purchase of an asset to replace directly the assets the subject of that disposal and where the consideration received does not exceed £25,000 in any financial year of the Company</p>	

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4	Amount secured	
Amount secured		Please give us details of the amount secured by the mortgage or charge
		All monies, obligations and liabilities now or at any time in the future due, owing or incurred to the Finance Parties from or by the Company when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether originally owing to the Finance Parties or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever and all other amounts payable by the Company under the Finance Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7697487
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
DECEMBER 2012 AND CREATED BY SONSTE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTIES 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 14 DECEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2012**

DX



Companies House



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