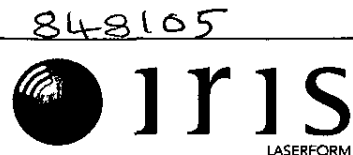


MG01

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**

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

THURSDAY



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A19

16/02/2012

#41

COMPANIES HOUSE

1

**Company details**

Company number

0 7 7 4 8 4 1 7

Company name in full

Lytham Holdco Limited

2

For official use

**→ Filing 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 d8 m0 m2 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

Debenture (the "**Debenture**")

4

**Amount secured**

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

Amount secured

Lytham Holdco Limited (the "**Company**") agrees with  
Leumi ABL Limited ("**Leumi**")  
(i) to pay the Secured Monies, which are now or  
shall be due, owing and payable to Leumi, in  
accordance with the terms of the transaction,  
security, instrument or other obligation giving  
rise to the Company's indebtedness to Leumi, and  
(ii) to discharge all obligations and liabilities,  
whether actual, accruing or contingent, now or in  
the future due, owing or incurred to Leumi by the  
Company, in whatever currency denominated and on  
whatever account and howsoever arising, whether  
alone or jointly and in whatever style, name or  
form and whether as principal or surety  
(the "**Secured Liabilities**")

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Leumi ABL Limited	
Address	126 Dyke Road, Brighton, East Sussex	
Postcode	B N 1 3 T E	
Name		
Address		
Postcode		

**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 As security for the payment of the Secured Monies, the Company with full title guarantee now gives the following mortgages and charges in the Leumi's favour, namely</p> <p>(a) a legal mortgage on the Properties (if any) specified in Schedule 1 to the Debenture,</p> <p>(b) a legal mortgage on all Properties (other than any Properties specified in Schedule 1 of the Debenture) now owned by the Company or in which the Company has an interest,</p> <p>(c) a fixed charge on all of the following assets, whether now or in the future belonging to the Company,</p> <p>(i) the freehold and leasehold properties of the Company not effectively mortgaged under paragraph 1(a) and 1(b) including such as may hereafter be acquired,</p> <p>(ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgages under paragraph 1(a) and 1(b) and all spare parts, replacements, modifications and additions for or to the same,</p> <p>(iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,</p> <p>(iv) all Equipment (if any) listed in Schedule 3 of the Debenture and the benefit of all contracts and warranties relating to the same,</p> <p>(v) all Equipment (other than Equipment specified in Schedule 3 of the Debenture), and the benefit of all contracts and warranties relating to the same,</p> <p>(vi) all the Company's goodwill, unpaid and/or uncalled capital,</p> <p>(vii) all the Company's Intellectual Property,</p> <p>(viii) all monies standing to the credit of any bank accounts which the Company may have with any bank, financial institution or other person and all of its rights, title and interest in valuation to those accounts,</p> <p>(ix) all the Company's Securities,</p> <p>(x) a fixed charge on all the Company's Receivables,</p> <p>(xi) all loan capital, indebtedness or liabilities on any account in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group,</p> <p style="text-align: right;">see continuation sheet</p>	

# 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 N/A

### 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 *GateleyUP*

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 Kim McKenzie

Company name Gateley LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region

Postcode B 3 2 H J

Country

DX 13033 Birmingham 1

Telephone 0121 234 0000



### 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 - continuation page

## 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>(xii) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986</p> <p>(d) a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in the future</p> <p>(i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Leumi,</p> <p>(ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</p> <p>(iii) any account in the Company's name under Leumi's control or operated in accordance with the Leumi's directions</p> <p>2 The Company, with full title guarantee, charges to Leumi by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 1(a) to 1(f) above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of the Company's property and assets situated in Scotland</p> <p><b>Restrictions</b></p> <p>3 The Company agrees with Leumi that, whilst the security exists, the Company</p> <p>(a) other than by way of Permitted Disposals, will not sell, transfer, lease, licence or dispose of the Mortgaged Property, subject to the floating charges in the Debenture, except by way of sale of full value in the ordinary course of its business now being carried on, and</p> <p>(b) other than by way of Permitted Disposals, will not sell, transfer, lease, license or dispose of the Mortgaged Property without Leumi's prior written consent but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance</p> <p><b>Definitions</b></p> <p><b>"Associated Rights"</b> in relation to any Securities, means all dividends, distributions and other income paid or payable on such Securities (as the case may be), together with (a) all shares or other property derived from such securities (as the case may be), and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise),</p> <p><b>"Encumbrance"</b> means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right; trust arrangement or other security arrangement, whether by law or agreement, or any right conferring a priority of payment,</p> <p><b>"Equipment"</b> means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property, 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,</p>	

# MG01 - continuation page

## 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

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 GAAP,

**"Fixtures"** means, in relation to the Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law;

**"GAAP"** means accounting principles and practices which are for the time being generally acceptable in the United Kingdom,

**"Group"** means in relation to any company, that company, its Subsidiaries, its holding company (as defined in Section 1159 of the Company Act 2006) and the Subsidiaries of that holding company,

**"Intellectual Property"** means all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world,

**"Intercreditor Deed"** means the intercreditor deed dated on or about the date of the Debenture and made between, amongst others, the Company and Leumi,

**"Intra Group Receivables"** means

- (i) any Receivable owing to the Company by any other member of the Group, and
- (ii) for the avoidance of doubt, also includes any loan or other amount owing by such member of the Group on any other account to the Company,

**"Mortgaged Property"** means the subject matter of the mortgages and charges (or any part of them, if the context so allows) created by the Debenture and set out at Paragraph 1 above,

**"Permitted Disposal"** means

- (i) any expenditure of cash in payment of assets and services acquired in the ordinary course of business,
- (ii) any disposal with Leumi's prior written consent, or
- (iii) any disposal arising as a result of a Permitted Security,

**"Permitted Security"** means

- (i) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Company,
- (ii) any Encumbrance granted in terms of the Intercreditor Deed, and
- (iii) any Encumbrance from time to time expressly permitted by Leumi in writing,

**"Property"** means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements

# MG01 - continuation page

## 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

and privileges appurtenant to, or benefiting, the same and "**Properties**" means all or any of the same as the context requires,

**"Receivables"** means

(i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims due or owing to the Company and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

(ii) the benefit of all rights and remedies of any nature relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and

(iii) all proceeds of any of the foregoing

**"Secured Monies"** means all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Leumi in any manner and for any reason on any account, Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole or any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Receivables or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof, Secured Monies also means any of the following items, whether now or in the future

(a) all monies due or payable by virtue of any guarantee or indemnity given by the Company to Leumi,

(b) all monies which Leumi can charge to the Company and all costs charges and expenses incurred by Leumi following default in payment of any such monies or of breach by the Company of any of the provisions of the Debenture,

(c) the charges of surveyors and/or solicitors instructed by Leumi in connection with any part of the Mortgaged Property,

(d) all costs and charges and expenses which Leumi may from time to time incur in (i) stamping, perfecting, registering or enforcing the security, or

(ii) the negotiations for the preparation and execution of the Debenture, and the Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or

(iii) obtaining payment or discharge of Secured Monies, or

(iv) paying any rent, rates, taxes or outgoings for the Mortgaged Property, or

(v) insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property, or

(vi) the preservation or exercise of any rights under or in connection with the Debenture or any attempt to do so, or

(vii) giving a discharge or release of the Security, or

(viii) dealing with or obtaining advice about any other matter or questions arising out of or in connection with the Debenture with the intention that Leumi shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the security or of any other security held by Leumi for the Secured Monies,

(e) all monies expended by any attorney appointed under clause 7.3 of the Debenture in exercising his powers,

# MG01 - continuation page

## 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

(f) interest on all monies due and owing to Leumi at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto

**"Securities"** means all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes 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 offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof, together with all Associated Rights,

**"Subsidiary"** means

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006





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

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

**COMPANY NO. 7748417  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 FEBRUARY  
2012 AND CREATED BY LYTHAM HOLDCO LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO LEUMI ABL 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 16 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 FEBRUARY  
2012

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES