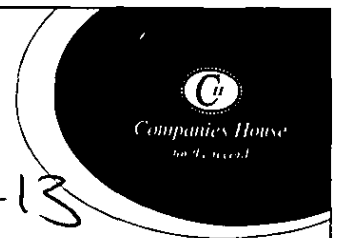


MG01

Particulars of a mortgage or charge



003409-13

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 NO**
You cannot use this form
particulars of a charge in
company. To do this, please
use form MG01s

SATURDAY



A16

A1FKN821

18/08/2012

#100

COMPANIES HOUSE

1 Company details

Company number ☒ 0 8 0 2 0 5 8 8

Company name in full ☒ LESPRIT LIMITED registered in England and Wales (the "Chargor")

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 ☒ 3 1 0 7 2 0 1 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 dated 31 July 2012 made between (1) the Chargor and (2) LDC (as defined in this form
MG01 below) (the "Debenture")

4 Amount secured

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

Amount secured ☒ All present and future indebtedness, monies, obligations and liabilities
(whether actual or contingent, whether owed jointly or severally, as
principal or surety or in any other capacity whatsoever) of the Chargor
owed to LDC under the Loan Note Documents (including for the
avoidance of doubt any liability in respect of any increase in the
amount of the Loan Notes), whether principal, interest or otherwise
and including any charges and expenses incurred by LDC in relation
to the recovery or attempted recovery of any indebtedness or
monies, or obligations or liabilities incurred, by the Chargor to LDC
under the Loan Note Documents, except in each case for any
obligation or liability which, if it were so included, would result in this
Deed contravening any law (the "Secured Obligations")

For capitalised terms used but not otherwise defined in this Form
MG01, please see continuation pages 1 and 2 to this Form MG01

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	1
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this Form MG01 the following expressions shall have the following meanings</p> <p>"Charged Assets" means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to LDC by or pursuant to this Deed,</p> <p>"Deed" means the Debenture dated 31 July 2012 made between (1) the Chargor and (2) LDC,</p> <p>"Encumbrance" means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever,</p> <p>"Insolvency Act" means the Insolvency Act 1986,</p> <p>"Intellectual Property Rights" means</p> <p>(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not, and</p> <p>(b) the benefit of all applications for and rights to use any such assets,</p> <p>"Investments" means all shares and stock in the capital of any company debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest together in full cases with all Related Rights,</p> <p>"LDC" means Lloyds Development Capital (Holdings) Limited, a company registered in England under registered number 1107542 whose registered office is at One Vine Street, London W1J 0AH,</p> <p>"Loan Note Documents" means the Loan Notes, the Loan Note Instrument and any other documents entered into pursuant to any of them,</p> <p>"Loan Notes" means the £3,935,000 10% Unsecured Loan Notes 2015 of the Chargor constituted by the Loan Note Instrument,</p> <p>"Loan Note Instrument" means the loan note instrument dated 1 June 2012 (as amended, restated, supplemented, replaced or novated from time to time) made by the Chargor constituting the Loan Notes,</p> <p>"Mortgaged Property" means the freehold and leasehold property specified in Schedule 1 (Mortgaged Property) to this Form MG01 (set out on continuation page 4 below) and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants,</p> <p>"Real Property" means the Mortgaged Property and any other present or future freehold, commonhold or leasehold property in which the Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of the sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

2

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

Amount secured

for title given or entered by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants,

"Related Rights" means, in relation to any Investments, all rights derived from those Investments including rights to dividends, interest and other distributions paid or payable after the date of this Deed on all or any of those Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Investments or in substitution or exchange for all or any of the Investments

All of the provisions of Clause 1 (Definitions and interpretation) of the Debenture shall apply to this Form MG01 as though they were set out in full except that references to "Deed" therein are to be construed as references to the Debenture or this Form MG01 as the case may be

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

Name	✓ Lloyds Development Capital (Holdings) Limited ("LDC")
Address	One Vine Street
	London
Postcode	W 1 J 0 A H
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

Short particulars

1) Mortgage

The Chargor charges by way of first legal mortgage all its right title and interest in the Mortgaged Property

2) Fixed Charges

To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 2 (Mortgage) of the Debenture as described above in paragraph 1 (Mortgage) of this Form MG01, the Chargor charges by way of first fixed charge

2 1) all estates or interests in any Real Property now or hereafter belonging to it,

2 2) all its rights under any agreement relating to the purchase of any freehold or leasehold property,

2 3) all its rights under any occupational lease, licence or other right of occupation,

2 4) all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession,

2 5) all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts,

2 6) all of its book debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,

2 7) its goodwill

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	3
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 8) its uncalled capital,</p> <p>2 9) all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment,</p> <p>2 10) all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest,</p> <p>2 11) the benefits of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business of the use of any Charged Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them, and</p> <p>2 12) any beneficial interest, claim or entitlement it has to any assets of any pension fund</p> <p>3) Floating charge</p> <p>3 1) The Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property, business and undertaking and all other property, assets and rights of whatever nature and wherever situated, present or future, including all of its stock in trade and all assets of the Chargor which are not otherwise effectively charged or assigned (whether at law or in equity) pursuant to the foregoing provision of Clause 3 of the Debenture as described in the short particulars of this Form MG01 or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of this Clause 3 5 (Floating charge) of the Debenture as described in this paragraph 3 (Floating charge) of this Form MG01</p> <p>3 2) Paragraph 14 of the Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3 5 (Floating charge) of the Debenture as described in paragraph 3 1 of this Form MG01 above so that the floating charge created by Clause 3 5 (Floating charge) of the Debenture as described in paragraph 3 1 of this Form MG01 shall be a "qualifying floating charge" for the purposes of that paragraph</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

4

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

Mortgaged Property

NOT APPLICABLE

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

5

Please give the short particulars of the property mortgaged or charged

Short particulars

NOTES

The Debenture also contains the following provisions

Restrictions on dealings

Save as expressly permitted by the Loan Note Documents, the Chargor will not create or permit to subsist any Encumbrance on any part of the Charged Assets or, otherwise than in the ordinary course of trading, dispose of or otherwise deal with any part of the Charged Assets

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

Wagdy

X

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

Company name LDC (Managers) Limited

Address One Vine Street

Post town London

County/Region

Postcode W 1 J 0 A H

Country

DX

Telephone 020 7758 3763

**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

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8020588
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 JULY 2012
AND CREATED BY LESPRIT LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
LLOYDS DEVELOPMENT CAPITAL (HOLDINGS) 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 18 AUGUST
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES