

MG01

Particulars of a mortgage or charge

426875/65

Oyez

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
particulars of a charge
company. To do this
form MG01s

For further information please



gov.uk

A34

19/03/2010

233

COMPANIES HOUSE

Official use

FRIDAY

1

Company details

Company number 01690574

Company name in full Leaders Limited (the "Company")

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 16/03/2010

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 between (1) the Company, Leaders Lettings Limited (company number
07111438), RO Leaders Limited (company number 05476878), Relocate UK Limited
(company number 03009421) and Elldee Franchising Limited (company number
06247563) (together the "Original Companies" and each an "Original Company") and
(2) The Royal Bank of Scotland plc in its capacity as security agent (the "Security Agent")
(the "Debenture")

4

Amount secured

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

Amount secured

All money, debts, obligations and liabilities from time to time
due, owing or incurred by the Charging Companies or any of
them to any Finance Party or their assignee or successor on any
current or other account whatever or otherwise in any manner
whatever, in each case under each Finance Document to which
such Charging Company is a party, as amended, varied, restated,
supplemented, substituted, replaced or novated:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) whether express or implied;
- (f) in whatever name, form or style, (cont.)

Please refer to the continuation pages for further details of
the amount secured and the definitions used in this form.

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	The Royal Bank of Scotland plc (as the Security Agent)	
Address	Level 5, 135 Bishopsgate	
	London	
Postcode	E C 2 M 3 U R	
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	<ol style="list-style-type: none">1. The Company charges, with full title guarantee, by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property.2. The Company charges, with full title guarantee, by way of first fixed charge, the Property (except the Scheduled Property validly charged and referred to in point 1 above) and all Rights relating to such Property3. The Company assigns, with full title guarantee, by way of absolute legal assignment, the Specified Contracts.4. The Company charges, with full title guarantee, by way of first fixed charge, the Book Debts.5. The Company charges, with full title guarantee by way of first fixed charge<ol style="list-style-type: none">(a) all the Intellectual Property now or in the future owned, possessed or controlled by the Company (whether alone or with others) anywhere in the world,(b) the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Company relating to the use or exploitation by or on behalf of that Company anywhere in the world of any Intellectual Property owned by others; and(c) all the Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world6. The Company charges, with full title guarantee, by way of first fixed charge, the Plant and Machinery7. The Company charges, with full title guarantee, by way of first fixed charge, the Shares, the Securities, all Derivative Assets of a capital nature and all Derivative Assets of an income nature. (cont.) <p>Please refer to the continuation sheet for further details of the property mortgaged or charged.</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 <ul style="list-style-type: none">- 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 X <i>Osborne Clarke</i> 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	Rebecca Watts
Company name	Osborne Clarke
Ref:	RLW/0953472
Address	Apex Plaza
	Forbury Road
Post town	Reading
County/Region	Berkshire
Postcode	R G 1 1 A X
Country	United Kingdom
DX	117882 Reading Apex Plaza
Telephone	0118 925 2004



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(g) in whatever currency it is denominated;</p> <p>(h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor, or</p> <p>(i) otherwise,</p> <p>including, without limitation</p> <p>(a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates under any Hedging Agreement;</p> <p>(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of a Charging Company in accordance with the terms of the Finance Documents; and</p> <p>(c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are properly incurred by the Finance Party in connection with the Secured Liabilities or the Transaction Security Documents (including, without limitation, legal fees) on a full indemnity basis covered under the terms of the Finance Documents;</p> <p>but excluding any obligation which, if it were included, would result in the Debenture contravening Section 678 of the Companies Act 2006.</p>	
	<p>Definitions used in this form</p> <p>"Book Debts" means</p> <p>(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and</p> <p>(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)</p> <p>"Charging Companies" means the Original Companies and any company that has executed an accession deed in favour of the Security Agent and acceded as a party to the Debenture, and "Charging Company" shall be construed accordingly.</p> <p>"Credit Agreement" means a credit agreement dated 16 March 2010 and made between (amongst others) (1) Leaders Lettings Limited (the "Parent"), (2) the Parent and certain subsidiaries of the Parent as the original borrowers and the original guarantors, (3) The Royal Bank of Scotland plc and Lloyds TSB Bank plc as mandated lead arrangers, (4) National Westminster Bank Plc and Lloyds TSB Bank plc as the original lenders, (5) The Royal Bank of Scotland plc and Lloyds TSB Bank plc as the original hedge counterparties, (6) Lloyds TSB Bank plc as the original clearing bank and (7) The Royal Bank of Scotland plc as the agent and security agent.</p> <p>Please refer to the next continuation sheet for further details of the definitions used in this form.</p>	

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Deposits" and "Deposit Accounts" have the meaning given to those respective terms in the Credit Agreement.</p> <p>"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described.</p> <p>"Finance Party" has the meaning given to that term in the Credit Agreement.</p> <p>"Finance Document" has the meaning given to that term in the Credit Agreement.</p> <p>"Fixed Charge Assets" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 4 (Security) of the Debenture, or (with effect from the date of its creation) any security created pursuant to clause 7 (Further Assurance) of the Debenture</p> <p>"Hedging Agreement" has the meaning given to that term in the Credit Agreement</p> <p>"Intellectual Property" has the meaning given to that term in the Credit Agreement</p> <p>"Material Leasehold Property" means all leasehold property of the Parent's group which has a capital value in excess of £250,000.</p> <p>"Occupational Lease" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property the immediate reversion to which is vested in the Company.</p> <p>"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of any Charging Company.</p> <p>"Property" means all estates and other interests in any freehold, Material Leasehold Property or other immovable property or such property (including, without limitation, all fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property, and "Properties" shall be construed accordingly</p> <p>Please refer to the next continuation sheet for further details of the definitions used in this form.</p>	

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Rights" means all of the Company's rights, title and interest from time to time in any lease, licence or occupational right in connection with a Material Leasehold Property whatsoever together with the entire benefit of the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest).</p> <p>"Scheduled Property" means all the property short particulars of which are set out in schedule 2 (The Scheduled Property) of the Debenture (if any), including, without limitation, all fixtures on such property.</p> <p>"Secured Liabilities" means all liabilities secured by the Debenture, as set out in section 4 of this form.</p> <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.</p> <p>"Shares" means shares listed in schedule 3 (The Shares), if any, to the Debenture.</p> <p>"Specified Contracts" means the sale and purchase agreement dated 16 March 2010 relating to the entire issued share capital of RO Leaders Limited (company number 05476878), and any other contracts designated as such by the Security Agent and notified to a Charging Company by the Security Agent at any time after the date of the Debenture.</p> <p>"Transaction Security Documents" has the meaning given to that term in the Credit Agreement.</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	<p>8. The Company charges, with full title guarantee, by way of first fixed charge, all present and future bank accounts (excluding any Deposit Accounts), cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts and any Deposits) with any bank or other person and all rights relating to or attaching to them (including the right to interest)</p> <p>9. The Company charges, with full title guarantee, by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company.</p> <p>10. The Company charges, with full title guarantee, by way of first fixed charge</p> <ul style="list-style-type: none"> (a) all present and future insurances (excluding public liability and other third party insurances) in respect of any Fixed Charge Assets and the proceeds of such insurances, (b) all other present and future insurances (excluding directors and officers public liability and other third party insurances) and the proceeds of such insurances; and (c) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Asset. <p>11. The Company charges, with full title guarantee, by way of absolute legal assignment, the benefit of the Hedging Agreements.</p> <p>12. The Company charges, with full title guarantee, by way of absolute legal assignment, all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of points 1 to 11 (inclusive) above (the "Accruals").</p> <p>13. The Company charges, with full title guarantee, by way of first floating charge, all the undertaking and assets of the Company whatsoever (other than the Deposits and Deposit Accounts), wherever situated, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to points 1 to 12 (inclusive) above. The floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.</p> <p>Please note:</p> <p>The assignments referred to in points 3, 11 and 12 above are absolute assignments for the purposes of section 136 of the Law of Property Act 1925 and are not made by way of charge only.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1690574
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 MARCH
2010 AND CREATED BY LEADERS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGING
COMPANIES OR ANY OF THEM TO ANY FINANCE PARTY 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 19 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MARCH 2010

ex. sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES