

007470/13

In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

## Particulars of a mortgage or charge

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 form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

THURSDAY



A44

\*A15QK708\*

29/03/2012

#240

COMPANIES HOUSE

**1****Company details**

Company number

0 2 8 6 0 1 9 7

Company name in full

PLW DIRECT MARKETING LIMITED

For official use

4

**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

2 8 0 3 2 0 1 2

**3****Description**

Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture

**4****Amount secured**

Amount secured

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

£424,363 00 (Four hundred and twenty four thousand  
three hundred and sixty three pounds)

**Continuation page**

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

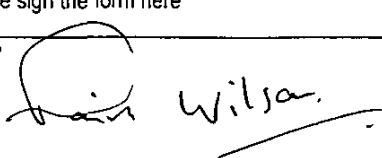
MG01

Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	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	SELECTIVE MARKETPLACE LIMITED (Co No 01566688)	
Address	Belton Road West, Loughborough, Leicestershire	
	LE11 5XL	
Postcode	L E 1 1 5 X L	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	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	See attached Schedule	

# MG01

## Particulars of a mortgage or charge

<div>7</div> <div>Commission allowance or discount</div>	<div>Particulars as to commission, allowance or discount (if any)</div> <div>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</div> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <div>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</div> <div>NIL</div>	
	<div>8</div> <div>Delivery of instrument</div> <div>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)</div> <div>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)</div>	
<div>9</div> <div>Signature</div>	<div>Please sign the form here</div> <div>Signature</div> <div>X  X</div> <div>DIRECTOR</div> <div>This form must be signed by a person with an interest in the registration of the charge</div>	

# 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

Michael Elvin

Company name

Elvin & Co

Address

92 Main Street

East Leake

Loughborough

Post town

Leicestershire

County/Region

Postcode

L

E

1

2

6

P

G

Country

DX

DX 715235 Loughborough 3

Telephone

01509 852454



### 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)

**Schedule to Form MG01 dated 28 March 2012 for PLW DIRECT MARKETING LIMITED (registered in England and Wales number 02860197) having its registered office at 34 Ely Place, London EC1N 6TD**

Under the Debenture ("the Debenture") in favour of **SELECTIVE MARKETPLACE LIMITED** (registered in England and Wales number 01566688) having its registered office at Belton Road West, Loughborough, Leicestershire LE11 5XL ("the Lender")

**1 Fixed security**

As continuing security for the payment of the Secured Liabilities the Borrower with full title guarantee

- (a) has charged to the Lender by way of legal mortgage all freehold or leasehold property owned by the Borrower at the date of the Debenture,
- (b) has charged to the Lender by way of equitable mortgage any freehold or leasehold property acquired by the Borrower after the date of the Debenture,
- (c) has charged to the Lender by way of fixed charge its rights and interest in
  - (i) any present or future licences under which the Borrower is entitled to occupy any land or buildings,
  - (ii) any Plant and Equipment,
  - (iii) any present or future Investment,
  - (v) any present or future Dividend,
  - (vi) its present and future goodwill and uncalled capital,
  - (vii) any present or future Debts,
  - (viii) any present or future insurances in respect of any Charged Property and the proceeds of such insurances, and
- (d) any present or future IP Rights and IP Licences

**2 Floating security**

As continuing security for the payment of the Secured Liabilities the Borrower has charged to the Lender by way of floating charge with full title guarantee all its present and future assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security as described in clause 1 above

**3 DEFINED TERMS**

**In this form MG01 the following terms have the following meanings:**

"Charged Property" means the assets held on trust, mortgaged, charged or assigned by the Borrower under the Debenture

"Debts" means all book and other debts and rights to money and income liquidated and unliquidated due or owing to the Borrower including the benefit of all negotiable

instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank

“Investment” means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any right or benefit in respect of any such investment other than dividends

“IP Licences” means any present and future licences or consents granted to or by the Borrower in relation to any IP Rights

“IP Rights” means all present and future patents, copyright, rights in or relating to databases and software, design right, registered designs, trade and service marks (registered and unregistered), semi-conductor topography rights, know how, rights in confidential information and all other intellectual property rights throughout the world for the full term of the rights concerned, including all present and future

- (a) registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registrations,
- (b) reversions, extensions and renewals of any such rights, and
- (c) rights of action in relation to any such rights (including the right to sue for and recover damages for past infringements)

“Plant and Equipment” means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property

“Secured Liabilities” means all liabilities of the Borrower owed or expressed to be owed to the Lender whether owed jointly or severally, as principal or surety or in any other capacity



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

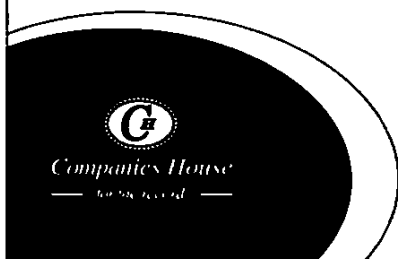
**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2860197  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH  
2012 AND CREATED BY PLW DIRECT MARKETING LIMITED  
FOR SECURING £424,363.00 DUE OR TO BECOME DUE FROM  
THE COMPANY TO SELECTIVE MARKETPLACE LIMITED WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 29 MARCH 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 APRIL 2012**

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