

MG01

Particulars of a mortgage or charge

176 184 165



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
company. To do this, please use
form MG01s

SATURDAY



A29 *A1ZWTDPC* 12/01/2013 #237
COMPANIES HOUSE

1 Company details

Company number 0 4 0 4 9 9 8 3

Company name in full Regency Factors Invoice Finance Limited (**Chargor**)

3 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 d0 d8 m0 m1 y2 y0 y1 y3

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 A debenture made between the Chargor and the Seller (as defined in section 5 below) (**Debenture**)

4 Amount secured

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

Amount secured All monies and liabilities on or after the date of the Debenture due,
owing or incurred by a Relevant Party to the Seller whatsoever, in any
manner and in any currency or currencies and whether present or
future, actual or contingent, whether incurred solely or jointly with any
other person and whether as principal or surety, originally owing to
the Seller or purchased (whether by assignment or otherwise) or
acquired in any other way by it, or incurred on any current or other
banking account or in any other manner whatsoever except for any
obligation which, if it were included here, would constitute unlawful
financial assistance, or its equivalent in any other jurisdiction
(**Secured Obligations**)

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

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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 Bank of London and The Middle East plc (**Seller**)

Address Sherborne House, 119 Cannon Street

London

Postcode E C 4 N 5 A T

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

1 Charging provisions**1.1 General**

All Security created by the Chargor under clauses 3.2 to 3.5 of the Debenture (reproduced as paragraphs 1.2 to 1.5 of this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Purchaser in and to the relevant Secured Assets, and
- (d) granted in favour of the Seller

1.2 First legal mortgages

The Chargor charged by way of first legal mortgage

- (a) the Properties, and
- (b) all other interests and estates in freehold, leasehold or commonhold property and, in each case, all Premises and Fixtures on such property for the time being

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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 Addleshaw Goddard LLP. 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 TARLJ (329630-55)

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country

DX 47 London

Telephone 020 7606 8855



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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1.3 Assignments

- (a) The Chargor assigned
 - (i) the Relevant Agreements to which it is a party, and
 - (ii) the Relevant Policies to which is a party
- (b) The Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies
- (c) Notwithstanding the other terms of clause 3.3 of the Debenture (reproduced as paragraph 1.3 of this form MG01), prior to the occurrence of an Acceleration Event which is continuing, the Chargor may, subject to the other terms of the Facility Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements

1.4 First fixed charges

The Chargor charged by way of first fixed charge

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2 of the Debenture (reproduced as paragraph 1.2 of this form MG01) and, in each case, the Premises and Fixtures on each such property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) the Relevant Policies and any other insurance policies from time to time and all proceeds of them,

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- (h) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (i) all monies from time to time standing to the credit of the Receivables Account and the Collections Account together with all other rights and benefits accruing to or arising therein,
- (j) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person together with all other rights and benefits to or arising therein (together with the Receivables Account and the Collections Account, the **Accounts**),
- (k) all its Intellectual Property,
- (l) all its goodwill and uncalled capital,
- (m) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (n) to the extent that any legal mortgage in clause 3.2 of the Debenture (reproduced as paragraph 1.2 of this form MG01) or any assignment in clause 3.3 of the Debenture (reproduced as paragraph 1.3 of this form MG01) is ineffective as a legal mortgage or an assignment, the assets referred to in that clause

1.5 Floating charge

The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4 of the Debenture (reproduced as paragraphs 1.2, 1.3 or 1.4 of this form MG01)

1.6 Conversion of floating charge to a fixed charge

The Seller may at any time by notice in writing to the Chargor convert the floating charge created under clause 3.5 of the Debenture (reproduced as paragraph 1.5 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

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- (a) an Acceleration Event is continuing, or
- (b) in the opinion of the Seller that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

1.7 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Seller or expressly permitted under the terms of any Facility Document)

- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Debenture (reproduced as paragraph 1 7 (c) of this form MG01), over all of the Floating Charge Assets

2 Negative pledge

- 2 1 In this form MG01, Quasi-Security means an arrangement or transaction described in clause 5 3 of the Debenture (reproduced as paragraph 2 3 of this form MG01)
- 2 2 By clause 5 2 of the Debenture the Chargor shall not create or permit to subsist any Security over any of its assets
- 2 3 By clause 5 3 of the Debenture the Chargor shall not
 - (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it,
 - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
 - (d) enter into any other preferential arrangement having a similar effect,

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in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset

2 4 Clauses 5 2 and 5 3 of the Debenture (reproduced as paragraphs 2 2 and 2 3 of this form MG01) do not apply to any Security or (as the case may be) Quasi-Security which is Permitted Security

3 Restrictions on disposals

3 1 By clause 6 1 of the Debenture the Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets

3 2 By clause 6 2 of the Debenture clause 6 1 of the Debenture (reproduced as paragraph 3 1 of this form MG01) does not apply to any Permitted Disposal

4 Further assurance

4 1 By clause 7 1 of the Debenture the Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Seller may reasonably specify (and in such form as the Seller may reasonably require) in favour of the Seller or its nominee(s)

(a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Seller provided by or pursuant to the Debenture or by law,

(b) to confer on the Seller Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or

(c) (if an Acceleration Event is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Debenture

4 2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Seller by or pursuant to the Debenture

4 3 Any document required to be executed by a Chargor under clause 7 of the Debenture (reproduced as paragraph 4 of this form MG01) will be prepared at the cost of the Chargors

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5 Undertakings

5.1 Insurance

By clause 11 2 of the Debenture, the Chargor shall not

- (a) withdraw or transfer all or any part of any monies standing to the credit of the Receivables Account or any Collections Account until the Security Period has expired,
- (b) withdraw or transfer all or any part of any monies standing to the credit of the Accounts (other than the Receivables Account and the Collections Accounts) until the Security Period has expired save for withdrawals or transfers of all or any monies standing to the credit of the Chargor's trading accounts and made in the ordinary course of trading, and
- (c) do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Seller of the Security created by or under the Debenture

5.2 Subsidiary Shares and Investments

By clause 11 8(c) of the Debenture, the Chargor shall not exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Seller

5.3 Book and other debts

By clause 11 (b) of the Debenture, the Chargor shall not set off, postpone or release any of the Debts or do or omit to do anything which may delay or prejudice the full recovery of all Debts without the prior written consent of the Seller

6 Bank accounts

6.1 General

By clause 12 1 of the Debenture, the Chargor shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Seller of the Security created by or under the Debenture

6.2 Sharia'a

By clause 12 2 of the Debenture, the Chargor will not raise any objection as to matters of Sharia'a compliance in respect of or otherwise in relation to the provisions of the Debenture

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7 Lease or right to occupy

7 1 By clause 13 1 of the Debenture, the Chargor will not without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed)

- (a) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property, or
- (b) otherwise than in connection with the carrying out of the Development Works, grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it

7 Exclusion of Liability

7 1 By clause 33 2 of the Debenture, the Chargor may not take proceedings against any officer, employee or agent of the Seller in respect of any claim it might have against the Seller or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Supporting Document and any officer, employee or agent of the Seller may rely on clause 33 2 of the Debenture

In this form the following terms shall have the following meanings

Acceleration Event means any event specified in clause 9 (Acceleration Events) of the Master Murabaha Agreement

Accounting Principles means Generally Accepted Accounting Principles in the United Kingdom

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Borrower Group means the Purchaser and the Guarantors

Borrower Group Guarantee means any guarantee and/or indemnity (other than the Guarantee) granted by a member of the Borrower Group in respect of any obligation of any person

Collections Account means any account(s) of the Borrower Group designated as a "Collections Account" bearing the relevant account number, sort code and other account details as set out in part 1 of schedule 6 (Facility Accounts) of the Debenture (reproduced as schedule 3 of this form MG01) and any successor account permitted by the Seller

Facility Documents means

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- (a) the Master Murabaha Agreement
- (b) the Murabaha Agency Agreement
- (c) the Security Documents
- (d) each Utilisation Notice, Seller Offer and Purchaser Acceptance
- (e) the Accounts Agreements and
- (f) any other agreement or document designated as a Facility Document by the Seller and the Chargor in connection with the transactions contemplated in the Master Murabaha Agreement

(as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property

Floating Charge Asset means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge) of the Debenture (reproduced as paragraph 1.5 of this form MG01)

Guarantee means the guarantee and indemnity granted by the Borrower Group in favour of the Seller on or about the date of this Agreement

Guarantors means Regency Factors Plc (registered in England and Wales with number 02658006) whose registered office is at 2 Regency Chambers, Jubilee Way, Bury, Lancashire BL9 0JW, Quantum Factors Limited (registered in England and Wales with number 04042050) whose registered office is at 2 Regency Chambers, Jubilee Way, Bury, Lancashire BL9 0JW, Cavendish Investments (Manchester) Limited (registered in England and Wales with number 02634620) whose registered office is at 2 Regency Chambers, Jubilee Way, Bury, Lancashire BL9 0JW and Regency Factors Invoice Finance Limited (registered in England and Wales with number 04049983) whose registered office is at 2 Regency Chambers, Jubilee Way, Bury, Lancashire BL9 0JW

Indebtedness means any indebtedness for or in respect of

- (a) moneys borrowed and debit balances at banks or other financial institutions
- (b) any payment obligations under any other murabaha, ijara or Islamic financing arrangements
- (c) any amount raised under any acceptance credit facility or bill discounting facility or

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>dematerialised equivalent</p> <ul style="list-style-type: none"> (d) any amount raised pursuant to any note purchase facility or the issue of sukuk, bonds, notes, debentures, loan stock or any similar instrument (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease (f) receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis) (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction) shall be taken into account) (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to at paragraphs (a) to (i) above <p>Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee provided that the same are deemed to be sharia'a compliant as determined at the sole discretion of the Sharia'a Supervisory Board of the Seller</p> <p>Master Murabaha Agreement means the master murabaha agreement between the Chargor, the Guarantors (other than the Chargor), the Purchaser and the Seller dated on or about the date of the Debenture as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase in the amount of any Facility made available under it, the alteration of the nature, purpose or period of such Facility or the change of its parties)</p> <p>Permitted Disposal means any sale, lease, licence, transfer or other disposal which is on arm's length terms by the Chargor arising as a result of any Permitted Security</p>	

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Permitted Security means

- (a) any Security in favour of the Seller created or evidenced pursuant to the Security Documents
- (b) 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 any Relevant Party or
- (c) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to any Relevant Party in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Relevant Party and is discharged within 90 days

Premises means any building on a Secured Property

Properties means the properties listed in schedule 1 (Property) of the Debenture (reproduced as Schedule 1 to this form MG01)

Purchaser means Regency House Finance Limited a company incorporated in England and Wales with registration number 02918028 whose registered office is at 2 Regency Chambers, Jubilee Way, Bury, Lancashire BL9 0JW

Receivables Account means any account(s) of the Chargor designated as a "Receivables Account" with the Seller bearing the relevant account number, sort code and other account details as set out in part 2 of schedule 8 (Accounts) of the Master Murabaha Agreement and any successor account permitted by the Seller

Related Rights means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreements means

- (a) the Customer Contracts and
- (b) each other agreement designated as a Relevant Agreement by the Seller and a Chargor in writing

Relevant Party means any parties to the Facility Documents other than the Seller and Relevant

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Party will mean any one of them (as each such term is defined in the Master Murabaha Agreement unless otherwise defined in this form MG01)

Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Secured Assets means all of the assets and undertaking of the Chargor the subject of any Security created by, under or supplemental to, the Debenture in favour of the Seller

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture

Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Period means the period beginning on the date of the Debenture and ending on the date on which the Seller is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Seller to the Chargor have been cancelled

Subsidiary Shares means those shares listed in schedule 2 (Subsidiary shares) to the Debenture (reproduced as Schedule 2 to this form MG01)

Schedule 1

Property

Registered Land

- 1 The leasehold property at ♦ registered at the Land Registry with title number ♦
- 2 The freehold property at ♦ registered at the Land Registry with title number ♦

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Unregistered Land

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[None at the date of this deed]

Schedule 2

Subsidiary Shares

Chargor			Shareholder			Number and class of shares
Regency Limited	House (registration number 02918028)	Finance number	Regency (registration number 02658006)	Factors	Plc	1 Ordinary Share
Quantum (registration number 04042050)	Factors	Limited	Regency (registration number 02658006)	Factors	Plc	151,604 Ordinary Shares
Regency Finance	Factors Limited	Invoice (registration number 04049983)	Regency (registration number 02658006)	Factors	Plc	200,000 Ordinary Shares
Cavendish (Manchester)	Investments Limited	(registration number 02634620)	Regency (registration number 02658006)	Factors	Plc	300,000 Ordinary Shares

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Schedule 3

Facility Accounts

Part 1 - Collections Accounts

Account/Company name	Bank name	Account number	Sort code	Currency	IBAN
Regency House Finance Limited	Yorkshire Bank	68179787	05-05-73	GBP	
				USD	
				EUR	
Regency Factors Plc	RBS	10124444	16-15-12	GBP	GB74RBOS16151210124444
	RBS	REHOFI-USDC		USD	GB80RBOS16630000193260
	RBS	10032492	16-10-85	EUR	GB93RBOS16108510032492
Quantum Factors Limited	Yorkshire Bank	68170995	05-05-73	GBP	GB47YORK05057368170995
		N/A		USD	
		N/A		EUR	
Cavendish Investments (Manchester) Limited	Yorkshire Bank	68147572	05-05-73	GBP	GB28YORK05057368147572
	Yorkshire Bank	4425-364754501		USD	GB20YORK05980236475500
	Yorkshire Bank	4425-364754500		EUR	GB90YORK05980236475501
Regency Invoice Finance Limited	Yorkshire Bank	68172270	05-05-73	GBP	GB57YORK05057368172270
	Yorkshire Bank	4427-438480500		USD	GB83YORK05980243848500
	Yorkshire Bank	4425-417117500		EUR	GB88YORK05980241711500

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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

Regency Factors Plc	RBS	REHOFI-EURC			GB93RBOS16108510032492
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Part 2 - Receivables Accounts

Account Number	Sort Code	Currency	IBAN
00212399	30-01-40	GBP	GB81BLME300140000212399
00224141	30-01-40	USD	GB43BLME30014000224141
00224136	30-03-33	EUR	GB37BLME3003330024136



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4049983
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 JANUARY
2013 AND CREATED BY REGENCY FACTORS INVOICE
FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM A RELEVANT PARTY TO BANK OF
LONDON AND THE MIDDLE EAST PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 12 JANUARY
2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JANUARY
2013**

DK



Companies House



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