

MR01

Particulars of a charge

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IRIS Laserform



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

CASH

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is ac
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this for
scanned and placed on the public record

TUESDAY



LD3

06/05/2014

#32

COMPANIES HOUSE

1 Company details

Company number 0 4 3 3 2 4 7 6

Company name in full Speedloan Finance Limited

6 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 Charge creation date

Charge creation date 01 06 20 04 12 10 11 14

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Ag47 Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Travers Smith LLP

X

This form must be signed by a person with an interest in the charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Douglas Hawthorn**

Company name **Travers Smith LLP**

Address **10 Snow Hill**

Post town **London**

County/Region

Postcode **E C 1 A 2 A L**

Country

DX

Telephone

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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 CHARGE

Company number: 4332476

Charge code: 0433 2476 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2014 and created by SPEEDLOAN FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2014.

Given at Companies House, Cardiff on 12th May 2014



Companies House



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

TRAVERS SMITH

DATED 16 April 2014

SPEEDLOAN FINANCE LIMITED

AS CHARGOR

- AND -

AG47 LIMITED

AS CHARGEY

SECURITY CONFIRMATION DEED

WE CERTIFY THIS TO BE
A TRUE COPY OF THE
ORIGINAL
Travers Smith LLP
TRAVERS SMITH LLP
10 SNOW HILL, LONDON EC1A 2AL
SOLICITORS

DATE *6 May 2014*

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THIS DEED is dated 16 April 2014

BETWEEN:

- (1) **SPEEDLOAN FINANCE LIMITED**, a company incorporated in England with No 04332476 whose registered office is at 2nd Floor, 2 Burgage Square, Merchant Gate, Wakefield WF1 2TS (the "**Chargor**"), and
- (2) **AG47 LIMITED**, a company incorporated in England and Wales with registered number 08873780 whose registered office is at 10 Snow Hill, London, England EC1A 2AL (the "**Chargee**")

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

Amended and Restated Loan Agreement means the Original Loan Agreement, as amended and restated by the Amendment Deed and as further amended, varied or supplemented from time to time,

Amendment Deed means the amendment and restatement deed dated on or about the date hereof and made between the Chargor and the Chargee, pursuant to which the Original Loan Agreement is to be amended on the terms set out therein

Debenture means the debenture dated 15 April 2014 between the Chargor and the Chargee

Original Loan Agreement means a downstream secured loan agreement dated 15 April 2014 between the Chargor and the Chargee

1.2 Incorporation of defined terms

1.1.1 Unless a contrary indication appears, a term defined in the Debenture has the same meaning in this Deed

1.1.2 The principles of construction set out in clauses 1.3 (Interpretation) of the Debenture shall have effect as if set out in full in this Deed but so that each reference in that clause to "this Debenture" shall be read as a reference to this Deed

1.3 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

2. SECURITY CONFIRMATION

The Chargor confirms for the benefit of the Chargee that the provisions of the Debenture shall continue in full force and effect. All guarantees and security granted in relation to the Original Loan Agreement under the Debenture extend to the obligations under the Amended and Restated Loan Agreement.

3. CREATION OF SECURITY

3.1 Fixed charges

To the extent only that the security referred to in Clause 2 (*Security confirmation*) is not effective (for whatever reason), the Chargor charges with full title guarantee to the Chargee by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Chargor or in which each the Chargor may from time to time have an interest:

3.1.1 the Real Property,

3.1.2 the Tangible Moveable Property,

3.1.3 the Accounts,

3.1.4 the Charged Intellectual Property,

3.1.5 any goodwill and rights in relation to the uncalled capital of the Chargor,

3.1.6 the Investments and all Related Rights,

3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and

3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights

3.2 Assignments

To the extent only that the security referred to in Clause 2 (*Security confirmation*) is not effective (for whatever reason), the Chargor assigns with full title guarantee to the Chargee as security for the payment and discharge of the Secured Obligations, subject to a proviso

for re-assignment on redemption, all the Chargor's right, title and interest from time to time in and to each of the following assets in each case both present and future

3.2.1 the proceeds of any Insurance Policy to the extent that the Chargor is beneficially entitled to them, and

3.2.2 each of the Specific Contracts,

and, in each case, all Related Rights.

3.3 Floating charge

3.3.1 To the extent only that the security referred to in Clause 2 (*Security confirmation*) is not effective (for whatever reason), the Chargor charges with full title guarantee in favour of the Chargee as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Chargee as security for the Secured Obligations

3.3.2 Any floating charge created by this Clause 3.3 shall be deferred in point of priority to all fixed security validly and effectively created by the Chargor in favour of the Chargee as security for the Secured Obligations

3.3.3 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.3 which floating charge is accordingly a qualifying floating charge for such purposes

4. FURTHER ASSURANCE

The Chargor shall, at the reasonable request of the Chargee and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Deed

5. MISCELLANEOUS

5.1 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

5.2 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS DEED has been executed as a deed but not delivered until the date stated at the beginning of this Deed.

SIGNATURES

THE CHARGOR:

Signed by NYGEL SCARFIED
For and on behalf of **SPEEDLOAN FINANCE
LIMITED** in the presence of:

Witness signature

Witness name

LIAM MORAN

Witness address

71 ELM PARK RD

LONDON

N3 1EG

THE CHARGE.

Signed by
For and on behalf of **AG47 LIMITED** in the
presence of:

Witness signature

Witness name

Witness address

SIGNATURES

THE CHARGOR:

Signed by
For and on behalf of **SPEEDLOAN FINANCE
LIMITED** in the presence of:

Witness signature

Witness name

Witness address

THE CHARGE:

Signed by *JONATHAN WELLS (A ATTORNEY)*
For and on behalf of **AG47 LIMITED** in the presence of:

Witness signature

Witness name

Witness address

EMMA NAYLOR
61 MILL LANE
KELVEDON HATCH
BRENTWOOD, ESSEX CM15 0XH