

MG01

Particulars of a mortgage or charge



FRIDAY

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.

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04/12/2009

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COMPANIES HOUSE

☒ **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 a Scottish  
company. To do this, please use  
form MG01s.

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**1 Company details**

Company number ☒ 0 5 6 7 4 7 7 3

Company name in full Tuxedo Money Solutions Limited (the "Company")

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 ☒ d1 d7 m1 m1 y2 y0 y0 y9

**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 and (2) Pretoria Limited as trustee for the Noteholders (the  
"Security Trustee") (the "Debenture").

**4 Amount secured**

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

Amount secured

4  
10

All present and future monies, liabilities and obligations of any kind  
and in any currency, owing or incurred by the Company to the  
Noteholders from time to time under the Loan Note Instrument  
whether actual or contingent, as principal or as surety, whether alone,  
jointly with others or in any other capacity and whether owed as  
original obligee or as assignee or transferee together with any other  
costs, charges and legal expenses (on a full indemnity basis)  
charged or incurred by the Security Trustee and/or the Noteholders  
and/or the Receiver in perfecting, protecting, defending or enforcing  
or attempting to enforce or protect the Debenture or any other  
security (and their rights under it) held by the Noteholders or the  
Security Trustee from time to time (the "Secured Obligations").

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

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### 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

Pretoria Limited (as trustee for the Noteholders)

Address

13 Castle Street, St Helier, Jersey

Postcode

J E 4 5 U T

Name

Address

Postcode

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### 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

#### Charges

#### Fixed Charge

1.1

The Company, with full title guarantee, charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of legal mortgage, all freehold and leasehold property wheresoever situate owned by the Company or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (b) by way of fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 1.1(a) of the Debenture and paragraph 1.1(a) above) all present and future freehold and leasehold property wheresoever situate now or from time to time after the date of the Debenture owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (c) by way of fixed charge, the plant, machinery and equipment (if any) and the benefit of all contracts and warranties relating to the same;

(cont'd)

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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	<p>(d) by way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time after the date of the Debenture owned by the Company including all interests in investment funds and all Derivative Securities or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;</p> <p>(e) by way of fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time after the date of the Debenture owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;</p> <p>(f) by way of fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of any bank or other account (including a current account) of the Company;</p> <p>(g) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including, without limitation, the right to the refund of any premiums; and</p> <p>(h) by way of fixed charge, the goodwill and uncalled capital of the Company.</p> <p><i>Floating Charge</i></p> <p>1.2 The Company, with full title guarantee, charges to the Security Trustee by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights (except any Intellectual Property Rights) whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of the legal mortgage or fixed charge pursuant to clause 3.1 of the Debenture and paragraph 1.1 above or otherwise pursuant to the Debenture.</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p><b>2 Restrictions on dealing with Charged Assets</b></p> <p>The Company will not without the prior written consent of the Security Trustee (acting on the instructions of a Noteholder Majority) do any of the following:</p> <ul style="list-style-type: none"> <li>(a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (other than a Permitted Encumbrance) on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(a) of the Debenture;</li> <li>(b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except a Permitted Encumbrance) on or affecting the Charged Assets (other than Debts) or any part thereof; or</li> <li>(c) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business.</li> </ul> <p><b>3 Definitions</b></p> <p>In this form MG01, unless the context otherwise requires, the following words and expressions shall have the meaning set out below:</p> <p><b>Charged Assets</b> all assets of the Company described in paragraphs 1.1 and 1.2 above</p> <p><b>Collateral Instruments</b> negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance</p> <p><b>Debts</b> the assets of the Company described in paragraph 1.1(e) above</p> <p><b>Derivative Securities</b> include:</p> <ul style="list-style-type: none"> <li>(a) allotments, rights, money or property arising from the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise;</li> <li>(b) dividends, distributions, interest and other income from the Securities; and</li> <li>(c) stock, shares and securities offered in addition to the substitution for the Securities;</li> </ul>	

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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			
	Encumbrance	any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien)	
	Fixtures	in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law	
	Floating Charge Assets	the assets of the Company from time to time charged by the Debenture by way of floating charge pursuant to clause 1.2 of the Debenture and paragraph 1.2 above	
	Insurances	in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest	
	Intellectual Property Rights	all present and future rights of the Company in respect of any patent, copyright, trade mark, service mark, invention, design, know how, confidential information or rights in relation to any other intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing	
	Loan Note Instrument	the loan note instrument creating up to £500,000 secured convertible PIK loan notes 2013 and dated 17 November 2009	
	New Notes	additional notes issued to Noteholders in satisfaction of any interest accrued on the Notes	
	Noteholder	a person whose name is entered in the Register as the holder of a Note	
	Noteholder Majority	the Noteholders holding in excess of 80% of the nominal amount of the Notes issued from time to time	
	Notes	the £500,000 secured convertible PIK notes 2013 originally constituted by the Loan Note Instrument and any New Notes, or as the case may be, the principal amounts represented by them and of the time being issued and outstanding, and a reference to a "Note" is a reference to any one of such Notes	

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Permitted  
Encumbrance

any security created pursuant to the Debenture, the rent deposit deed created on 7 December 2006 in favour of Industri Kapital Limited and rights of set off between EZ Pay Limited and Newcastle Building Society to be agreed and any liens arising in the ordinary course of business of the Company

Receiver

any one or more receivers and/or managers or administrative receivers appointed by the Security Trustee pursuant to the Debenture in respect of the Company or over all or any of the Charged Assets

Register

the register of Noteholders kept by the Company

Securities

the assets of the Company described in paragraph 1.1(d) above

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### 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

N/A

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### 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).

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### Signature

Please sign the form here.

Signature

Signature

X  X

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

CHFP025

10/09 Version 2.0

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## 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 T21938.1/AMYC

Company name SJ Berwin LLP

Address

Post town

County/Region

Postcode

E C 4 R 1 B E

Country

DX DX 255 LONDON/CHANCERY LANE

Telephone +44 (0)20 7111 2222



### 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](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)





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

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

**COMPANY NO. 5674773  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17  
NOVEMBER 2009 AND CREATED BY TUXEDO MONEY  
SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO PRETORIA LIMITED  
(AS TRUSTEE FOR THE NOTEHOLDERS) 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 4 DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER  
2009**



*Companies House*  
— for the record —



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