

MG01

Particulars of a mortgage or charge



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 re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

MONDAY



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LD5

24/05/2010

267

COMPANIES HOUSE

1

Company details

Company number 6 1 9 8 8 9 8

Company name in full finncap Ltd (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 2 0 0 5 2 0 1 0

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 entered into between the Company and the Bank (as defined
below) (Debenture).

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Amount secured

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

Amount secured All money and liabilities whatever, whenever and
however incurred whether at the date of the
Debenture or in the future due, or becoming due,
from the Company to the Bank (Debt) including, but
not limited to

(a) overdrafts, loans or other facilities
and further advances of money,

(b) guarantees and indemnities to the Bank
and any of the Company's other
contingent liabilities,

(continued .)

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 HSBC Bank plc (Bank)

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

Security given over the Company's assets

1 The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charged -

(a) By way of legal mortgage, all freehold (including commonhold) and leasehold land vested in the Company at the date of the Debenture together with all buildings fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it. This included (without limitation) the land described or referred to in Part I of the First Schedule of the Debenture (as set out in Part 1 Schedule 1 of this form MG01) subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture (as set out in Part 2 Schedule 1 of this form MG01)

(b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture (as set out in Schedule 2 of this form MG01)

(continued.)

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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

N11

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)

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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 ALLEI/15421-752

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX London

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 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 mortgage 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

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Amount secured

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

Amount secured

- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement; and
- (e) money agreed to be paid by the Company under Clause 25 (Payment of costs, charges and expenses) of the Debenture.

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Amount secured

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

Amount secured

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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

- (c) By way of first fixed charge (except as already charged under clauses 4(a) and 4(b) of the Debenture (as referred to in paragraphs 1(a) and 1(b) above)) -
- (1) All the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it.
- (11) All chattels at the date of the Debenture or at any time afterwards belonging to the Company. This excluded any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which were, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture.
- (111) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company
- (1v) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated at the date of the Debenture or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excluded such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject to the fixed charge contained in the Debenture (as set out herein) and also such debts and claims as are charged in accordance with paragraph 4(c)(v) of the Debenture (as set out in paragraph (v) below).
- (v) Any credit balance on any account of the Company with the Bank (other than any client monies which do not

(continued ..)

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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

belong to the Company)

(vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person (other than any client monies which do not belong to the Company).

(vii) All goodwill and uncalled capital for the time being of the Company

(viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company) belonging to the Company. In addition,

(A) all rights to subscribe to or convert other securities into or otherwise acquire any such securities at the date of the Debenture or at any time afterwards belonging to the Company; and

(B) all dividends, interest and other income and all other rights of whatsoever kind deriving from, or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Debenture (as set out in Schedule 2 of this form MG01), collectively called, the "securities")

(ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world belonging to the Company. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) at the date of the Debenture or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule of the Debenture (as set out in Schedule 2 of this form MG01), collectively called the "intellectual

(continued.)

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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

property").

(x) All policies of life insurance or assurance and all rights and claims to which the Company is at the date of the Debenture, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) (Company's Obligations to the Bank) of the Debenture).

(x1) All rights and other property to which the Company is at the date of the Debenture, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction

(x11) The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) at the date of the Debenture, or at any time afterwards, entered into by the Company

(x111)The proceeds of sale of any property mentioned above.

(d) By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

Bank's ability to convert floating charge

2 The Bank may, by notice in writing to the Company, convert the floating charge created by clause 4(d) of the Debenture (as set out in paragraph 1 (d) of this form MG01) into a fixed charge in respect of such of the property of the Company as may be specified in such notice. It may do so,

(a) on the happening of any of the events mentioned in clause 11

(continued..)

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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

of the Debenture (as set out in paragraph 5 of this form MG01), or

- (b) if it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy.

3. In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing

Restrictions on Company

4 The Company shall not, except with the prior written consent of the Bank create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture (as set out in Part 2 of Schedule 1 of this form MG01)

When the Debenture becomes enforceable

5. The Debenture shall become enforceable

- (a) if the Debt is not paid or discharged when due (whether on demand, at agreed maturity or earlier as the case may be), or
- (b) if the Company is in breach of any of the obligations under the Debenture, or
- (c) if the Company shall enter into any composition of arrangement for the benefit of its creditors; or
- (d) if any step is taken for the administration or winding up of the Company (which includes, without limitation, in each case, the board of directors or the Company in general meeting, passing a resolution for the same) except where, in the case of winding up, the Bank has consented in writing for the purpose of reconstruction or amalgamation; or
- (e) if a third party shall take possession of, or a receiver shall be appointed over, or any secured creditor of the Company

(continued.)

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6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

shall seek to enforce his security in respect of, all or any of the charged property or any other event shall happen which puts in jeopardy all or any part of the security created by the Debenture; or

(f) if the Bank, in its reasonable discretion, considers that any claim may be made against the Bank under any bond, guarantee, indemnity or any other contingent liability issued or entered into for any liabilities of the Company; or

(g) if any other event shall occur which has been agreed by the Company and the Bank as an event upon the occurrence of which this or any other security for the Debt shall be enforceable

Schedule 1

Part 1

(Freehold and / or leasehold land)

None at the date of the Debenture

Part 2

(Prior mortgages or other matters relating to the property described above)

None at the date of the Debenture

Schedule 2

(Chattels and / or other property)

None at the date of the Debenture



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

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

**COMPANY NO. 6198898
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 MAY 2010
AND CREATED BY FINNCAP LTD FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 24 MAY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2010



Companies House
— for the record —

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