

MG01

Particulars of a mortgage or charge

095921/3

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



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A04

01/02/2013

#142

COMPANIES HOUSE

1

Company details

Company number

0 6 2 2 8 7 2 0

Company name in full

Fulcrum Connections Limited ("the **Chargor**")

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

Date of creation of charge

Date of creation

2 9 0 1 2 0 1 3

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 dated **29 JANUARY** 2013 between (1) the **Chargor** and (2) Lloyds TSB Commercial Finance Limited ("**LTSBCF**") ("**the Debenture**")

4

Amount secured

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

Amount secured

4
All monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the **Chargor** to **LTSBCF**, whether actually or contingently, solely or jointly and whether as principal or surety, including discount charges and interest (as well after as before judgment) commission and other fees and charges at the rates and on the terms agreed between the **Chargor** and **LTSBCF** from time to time, together with all Expenses and all amounts owing in respect of Indemnified Events plus, in each case, interest at the rate agreed with the **Chargor**, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with **LTSBCF**'s usual practice ("**Secured Liabilities**")

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						
Name	Lloyds TSB Commercial Finance Limited						
Address	No 1 Brookhill Way, Banbury, Oxon						
Postcode	O	X	1	6		3	E L
Name							
Address							
Postcode							

Continuation page

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
Short particulars	<p>1 COVENANT TO PAY</p> <p>1 1 Under the Debenture, the Chargor agrees with LTSBCF that it will pay and/or discharge the Secured Liabilities when the same are due and payable</p> <p>2 CHARGING PROVISIONS</p> <p>2 1 Under the Debenture, as continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charges to LTSBCF</p> <p>2 1 1 by way of legal mortgage, the property (if any) described in Schedule 2,</p> <p>2 1 2 by way of fixed charge any freehold or leasehold property (excluding any property charged by clause 2.1.1 of the Debenture) at the date of the Debenture and in the future owned by the Chargor or in which the Chargor may have an interest;</p> <p>2 1 3 by way of fixed charge, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Chargor's freehold or leasehold property,</p> <p>2 1 4 by way of fixed charge all the Chargor's plant and machinery and other equipment listed in Schedule 2 and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,</p> <p>2 1.5 by way of fixed charge, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Chargor's business not listed in Schedule 2 and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment;</p> <p>2 1.6 by way of fixed charge, all Book Debts,</p> <p>2 1 7 by way of fixed charge, all Book Debts required by LTSBCF to be paid into a Nominated Account and all cash in respect thereof,</p> <p>(See Continuation Sheet)</p>						

Continuation page

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

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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

Gordon Up

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
BS/LLO267/2

Company name
Gordons LLP

Address
Riverside West

Whitehall Road

Leeds

Post town

County/Region

Postcode

LS1 4AW

Country

DX
DX 729680 - LEEDS 68

Telephone
0113 227 0100



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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Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

2.1.8 by way of fixed charge, any credit balance on any Nominated Account,
2.1.9 by way of fixed charge, all the Chargor's goodwill and uncalled capital present and future,
2.1.10 by way of fixed charge, all the Chargor's Intellectual Property from time to time not disposed of in the ordinary course of the Chargor's business,
2.1.11 by way of fixed charge, all Securities from time to time owned by the Chargor or in which it has an interest,
2.1.12 by way of fixed charge, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Chargor's Group,
2.1.13 by way of fixed charge, all the Chargor's rights and claims (including to the return of premiums) under all insurance policies in which the Chargor has an interest from time to time,
2.1.14 by way of floating charge, all the Chargor's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland).
2.2 The floating charge created by 2.1.14 of the Debenture is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act
2.3 The floating charge created by the Debenture will automatically without notice be converted into a fixed charge over those assets concerned
2.3.1 if, without LTSBCF's prior written consent, the Chargor creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of its assets charged by way of floating charge, or
2.3.2 if any person levies or attempts to levy any distress, execution or other process against such assets, or
2.3.3 if any person presents a petition to wind up the Chargor or applies for an administration order,
2.3.4 upon the enforcement of the Debenture.
2.4 LTSBCF may by notice to the Chargor at any time convert the floating charge created by Clause 2.1.14 of the Debenture into a fixed charge as regards any of the assets specified in the notice

3 RESTRICTIONS
3.1 The Chargor agrees with LTSBCF that it will not, without LTSBCF's prior written consent.
3.1.1 create or permit to subsist, in favour of any person other than LTSBCF, any Security Interest on the Charged Assets, except for any Permitted Security Interest,
3.1.2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge,
3.1.3 Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business

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Short particulars

SCHEDULE 1

Registered Land

Intentionally left blank

Description and Title Numbers

Intentionally left blank

SCHEDULE 2

Plant and machinery

Intentionally left blank

SCHEDULE 3

Permitted Security Interests

Intentionally left blank

"Charged Assets" the subject matter of the mortgages and charges created by the Debenture and set out at clause 2 of the Debenture

"Book Debts" all book debts, revenues and claims whether actually or contingently owing to the Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien

"Dispose" or **"Disposal"** includes sale, transfer, lease, licence, or parting with possession or granting any interest in.

"Equipment" any plant, machinery and/or other equipment charged to LTSBCF by the Debenture

"Expenses" those fees, cost, charges and expenses covenanted to be paid by the Chargor in clause 14 1 of the Debenture.

"Indemnified Events" those matters and events in respect of which the Chargor is liable to indemnify or reimburse LTSBCF, including those referred to in clauses 5 4 and 14 of the Debenture

"Insolvency Act" Insolvency Act 1986 and any secondary legislation made under it.

"Intellectual Property" all patents (including applications, improvements, prolongations, extensions and right to apply therefor), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, knowhow, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world

(See Continuation Sheet)

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Short particulars

"**Nominated Account**" any account opened pursuant to clause 4 1 8 of the Debenture

"**Permitted Security Interest**" any Security Interest specified in Schedule 4 and any lien arising by operation of law in the ordinary course of trading over property other than land

"**Security Interest**" any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement

"**Secured Liabilities**" all monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Chargor to LTSBCF, whether actually or contingently, solely or jointly and whether as principal or surety, including discount charges and interest (as well after as before judgment) commission and other fees and charges at the rates and on the terms agreed between the Chargor and LTSBCF from time to time, together with all Expenses and all amounts owing in respect of Indemnified Events plus, in each case, interest at the rate agreed with the Chargor, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with LTSBCF's usual practice

"**Securities**" all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) and whether marketable or not, held by the Chargor now or at any time in the future including all allotments, rights and benefits 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 dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof



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

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

**COMPANY NO. 6228720
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 JANUARY
2013 AND CREATED BY FULCRUM CONNECTIONS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE
LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 1 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2013



Companies House



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