

141839 £13

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

SATURDAY



A44

AW0FEYLI

22/10/2011

124

COMPANIES HOUSE

1

Company details

Company number

0 6 3 2 6 8 8 4

Company name in full

R&Q BROKING SERVICES LIMITED (the "Chargor")

For official use

2

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 d1 m1 m0 y2 y0 y1 y1

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 (the "**Debenture**") dated 11 October 2011 between the Chargor and Clydesdale Bank Plc (the "**Lender**")

4

Amount secured

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

Amount secured

(Terms and expressions defined in the Debenture have the same meaning in this Form MG01.) The security created under the Debenture was created in favour of the Lender as a continuing security to secure the payment and discharge of the Secured Liabilities (defined below) with full title guarantee (except that the covenant set out in Schedule 3(1) of the Miscellaneous Provisions Act extends to all charges, encumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them), and the security created by or pursuant to the Debenture shall remain in full force and effect unless and until unconditionally and irrevocably discharged by the Lender and no part of the security from time to time intended to be constituted by the Debenture (continues on continuation page)

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 CLYDESDALE BANK PLC

Address 5th Floor, 33 Gracechurch Street

London

Postcode E C 3 V 0 B 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) Mortgages

The Chargor charged

-by way of first legal mortgage, all Real Property described in Schedule 1 (*Details of Real Property*) of the Debenture,

-by way of first fixed charge, except to the extent mortgaged to the Lender, all other Real Property which it had at the date of entering into the Debenture or may subsequently acquire, and

-the Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee, and any Shares.

2) Assignments

The Chargor by way of security assigned absolutely

-all its rights and interests under all Debt Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture), and

-all its rights and interests under all Insurance Policies.

[continues on continuation sheet]

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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

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 *Sevin Leighton Paines 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 Hannah Summerfield

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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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Amount secured

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

Amount secured

will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities (the "**Security Liabilities**") being.

all liabilities from time to time of the Chargor to the Lender, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity), and the Chargor covenanted with the Lender that it will on demand by the Lender, which may be made at any time in its discretion, discharge the Secured Liabilities when due

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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>3) Fixed Charges</p> <p>The Chargor with full title guarantee charged:</p> <ul style="list-style-type: none"> -by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage, -by way of first fixed charge all Intellectual Property; -by way of first fixed charge all its goodwill; and -by way of first fixed charge rights in relation to the uncalled capital of the Chargor <p>4) Floating Charges</p> <p>The Chargor with full title guarantee charged by way of first floating charge all its present and future business, assets and undertaking not effectively mortgaged, assigned, or charged under the Debenture.</p> <p>--DEFINED TERMS USED IN FORM MG01--</p> <p>"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to the Debenture.</p> <p>"Debt Claims" means any book and other debts and debt claims due and owing, or which may become due and owing at any time in the future, to the Chargor and any proceeds of such debts and debt claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)</p> <p>"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels and all Related Rights.</p> <p>"Insurance Policy" means any policy of insurance (including life insurance or assurance) in relation to the Charged Property in which the Chargor may from time to time have an interest and all Related Rights</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets (which may now or in the future subsist), and includes all Related Rights</p> <p>"Investments" means any stocks, shares, debentures, securities and certificates of deposit (including the Shares), all interests in collective investment schemes, and all warrants, options, and other rights to subscribe or acquire any of the investments described within this</p>	

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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>definition, in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).</p> <p>"Miscellaneous Provisions Act" means Law of Property (Miscellaneous Provisions) Act 1989</p> <p>"Real Property" means. any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (<i>Details of Real Property</i>) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property, and includes all Related Rights</p> <p>"Related Rights" means, in relation to any asset: (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale, agreement for lease or maintenance contract in respect of that asset; (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any monies and proceeds paid or payable in respect of that asset</p> <p>"Shares" means any shares which form part of the Charged Property.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6326884
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 OCTOBER
2011 AND CREATED BY R&Q BROKING SERVICES LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CLYDESDALE BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 22
OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 OCTOBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES