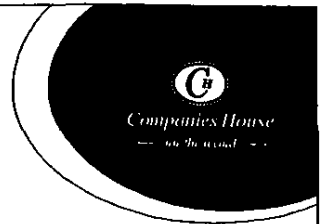


001856-78

In accordance with
Section 860 of the
Companies Act 2006

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 for

You cannot use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland. To do this, use form MG01s

SATURDAY



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02/06/2012

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COMPANIES HOUSE

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1

Company details

Company number

7953457

Company name in full

ROMAX SOLUTIONS LIMITED

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

29 05 2012

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

4

Amount secured

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

Amount secured

ROMAX SOLUTIONS LIMITED ("the Chargor") covenants that it will on demand pay to Positive Cashflow Finance Limited ("Positive") all monies and discharge all obligations and liabilities now or at any time after the date of this deed, due, owing or incurred by it to Positive in each case when the same become due for payment or discharge whether by acceleration or otherwise and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to Positive or purchased or otherwise acquired by it, denominated in Sterling in any other currency incurred on any account or in any other manner ("the Secured Obligations")

Continuation page

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

MG01

Particulars of a mortgage or charge

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	Positive Cashflow Finance Limited (Company No 06263602)	
Address	Castlefield House, Liverpool Road, Manchester	
Postcode	M 3 4 S B	
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>The Chargor charges to Positive with full title guarantee and by way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Chargor by way of first legal 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 the Chargor may from time to time have an interest -</p> <p>a) Properties. All present and future freehold and leasehold property (including without limitation the property specified in the Schedule) and all liens, charges, options, agreements, rights and interest in or over land or the proceeds of sale of land and all buildings (including trade fixtures) and fixed plant and machinery for the time being on such property or land together with all rights, easements and privileges appurtenant to, or benefiting the same,</p> <p>b) Plant and Machinery All plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same,</p>	
	Continuation page Please use a continuation page if you need to enter more details.	

MG01 - continuation page

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

c) **Securities** All stocks, shares, bonds and securities of any kind whether marketable or otherwise and all other interests (including, but not limited to, loan capital) in any person, including all allotments, rights, benefits and advantages at any time occurring, offered or arising in respect of or incidental to the same and all money or property occurring offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of such Securities;

d) **Non-Vesting and Other Debts** All Non-Vesting Debts and Other Debts together with the full benefit of any encumbrances, collateral instruments and all other rights relating to such encumbrances or collateral instruments (including, without limitation, reservations of proprietor interest) rights of tracing any unpaid vendors liens and associated rights,

e) **Insurances** All monies from time to time payable to the Chargor under or pursuant to the Insurances including, without limitation, the refund of any premiums;

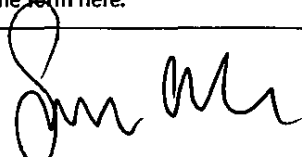
f) **Goodwill and Uncalled Capital** All goodwill and uncalled capital, and

g) **Intellectual Property Rights** All patents, patent applications, trademarks and service marks (whether registered or not), trade mark applications, service marks, applications trademarks, registered designs, design rights, copyrights, computer trade names, registered designs, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual intangible property,

h) **Floating Charge.** The Chargor charges to Positive with full title guarantee and by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations, its undertaking and all its property assets and rights both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 or otherwise pursuant to this Deed but including (without limitation) an of its property and assets situated in Scotland.

MG01

Particulars of a mortgage or charge

<div data-bbox="130 333 178 378" data-label="Text">7</div> <div data-bbox="130 707 363 768" data-label="Text">Commission allowance or discount</div>	<div data-bbox="363 333 1134 378" data-label="Section-Header"> <h3>Particulars as to commission, allowance or discount (if any)</h3> </div> <div data-bbox="371 389 1161 483" data-label="Text"> <p>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</p> </div> <div data-bbox="371 495 1059 618" data-label="List-Group"> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, </div> <div data-bbox="371 629 1161 696" data-label="Text"> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p> </div>	
<div data-bbox="130 1189 178 1234" data-label="Text">8</div>	<div data-bbox="363 1189 663 1234" data-label="Section-Header"> <h3>Delivery of instrument</h3> </div> <div data-bbox="371 1245 1174 1453" data-label="Text"> <p>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).</p> </div> <div data-bbox="371 1464 1171 1648" data-label="Text"> <p>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)</p> </div>	
<div data-bbox="130 1704 178 1749" data-label="Text">9</div> <div data-bbox="130 1805 240 1843" data-label="Text">Signature</div>	<div data-bbox="363 1704 501 1749" data-label="Section-Header"> <h3>Signature</h3> </div> <div data-bbox="371 1760 639 1794" data-label="Text"> <p>Please sign the form here.</p> </div> <div data-bbox="371 1805 1174 1939" data-label="Text"> <p>Signature  X</p> </div> <div data-bbox="371 1951 1118 2018" data-label="Text"> <p>This form must be signed by a person with an interest in the registration of the charge.</p> </div>	

MG01

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 **ANN BALDWIN**

Company name **POSITIVE CASHFLOW**

FINANCE LIMITED

Address **CASTLEFIELD HOUSE**

LIVERPOOL ROAD

Post town **MANCHESTER**

County/Region

Postcode **M3 4SB**

Country

DX

Telephone **0161 828 8100**



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7953457
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 MAY 2012
AND CREATED BY ROMAX SOLUTIONS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO POSITIVE CASHFLOW FINANCE LIMITED ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
2 JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JUNE 2012



Companies House
— for the record —



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