

MG01

Particulars of a mortgage or charge

304845/13

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
company. To do this, please
use form MG01s

FRIDAY



A11 18/01/2013 #36
COMPANIES HOUSE

1 Company details		For official use
Company number	0 8 3 2 6 5 9 6	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	CATFOSS CABIN HIRE LIMITED (the "Company")	
2 Date of creation of charge		
Date of creation	1 4 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 (the "Charge")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	All present and future monies, obligations and liabilities due, owing or incurred from or by the Company to REWARD COMMERCIAL FINANCE LLP (a limited liability partnership registered in England and Wales with company number OC368119) whose office is at 17- 19 York Place, Leeds LS1 2EX (together with its successors and assigns, "the Lender"), whether actual or contingent and whether owned jointly or severally, as principal or surety and/or in any other capacity whatsoever, including discount charges and interest (after as well as before judgment) commission and other fees and charges at the rates and on the terms agreed between the Company and the Lender from time to time together with all Expenses and all amounts owing in respect of an Enforcement Event plus, in each case, interest at the rate agreed with the Company, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with the Lender's usual practice (the "Secured Liabilities")	

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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	Reward Commercial Finance LLP (Company Number OC368119)	
Address	17-19 York Place	
	Leeds	
Postcode	L S 1 2 E X	
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	<p>1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby</p> <ul style="list-style-type: none"> a charges to the Lender by way of first legal mortgage, all Properties which are currently owned by the Company, and b charges to the Lender by way of first fixed charge <ul style="list-style-type: none"> i all Properties hereafter acquired by the Company, ii the Securities, iii all present and future rights, licences, guarantees, contracts and warranties relating to the business carried on from time to time by the Company, iv all present and future goodwill of the Company and all uncalled capital for the time being of the Company, v the Equipment, vi all Intellectual Property and vii the Debts, and c assigns to the Lender (subject to reassignment on the expiry of the Security Period) all right, title and interest of the Company in and to the Insurance Policies, and d charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company from time to time, including any property, assets and rights not effectively mortgaged or charged by fixed charge or assigned pursuant to Clauses 1a, 1b and 1c above <p>Continued</p>	

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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

- 2 The Company covenants with the Lender that the Company will not at any time, except with the prior written consent of the Lender
 - 2 1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than this Deed,
 - 2 2 sell, assign, transfer, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Charged Assets or any interest therein, except (in the case of the Charged Assets which are at that time subject only to a floating charge) by way of sale in the ordinary course of the Company's business and for the purpose of carrying on that business, or
agree to do any of the things referred to in Clause 2 1 or 2 2
- 3 The Company agrees with the Lender that it will
 - a. **Properties**
The Company will
 - I keep all buildings on each Property and all fixtures belonging to the Company thereon and therein in good and substantial repair and condition and insured to their full reinstatement value,
 - II not without the prior written consent of the Lender make any material alterations to any Property or carry out any development thereon,
 - III observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subject,
 - IV permit the Lender and any Receiver and any person appointed by either of them to enter upon any Property and inspect it and any other Charged Assets thereon upon reasonable prior notice
 - b. **Securities**
The Company will exercise all rights in connection with the Securities in accordance with the directions of the Lender from time to time
 - c. **Debts and Insurances**
The Company will
 - I not without with the prior written consent of the Lender release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided,
 - II pay the proceeds of the Debts into the account maintained by the Company with the Lender from time to time,
 - III ensure that the interest of the Lender is noted on all Insurance Policies and, if requested, produce to the Lender copies of all Insurance Policies and evidence of payment of premiums in respect thereof
 - d. **Equipment**
The Company will maintain the Equipment in good and serviceable condition (fair wear and tear excepted) and keep it insured against usual business risks for its full reinstatement or replacement value
 - e. **Intellectual Property**
The Company will take all necessary action to safeguard and maintain present and future rights, in or relating to the Intellectual Property including, without limitation,

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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

observing all covenants and stipulations relating thereto, applying for registration thereof and paying all applicable renewal fees, licence fees and other outgoings, and taking action against any third parties for the unauthorised use or exploitation thereof

f Authorisations

The Company will at all times acquire and maintain all Authorisations and will comply with all their terms and conditions relating to all Authorisations and will not do or permit any act or omission whereby any Authorisation might be liable to be varied or revoked

g Preservation of Charged Assets

The Company will not do, or permit to be done, any act or thing which will or might materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed

h Information and Notices

The Company will

i produce to the Lender such documents or information relating to the Charged Assets as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice, order or proceedings served by any person on the Company concerning any Charged Assets, or alleging any breach by the Company of its obligations relating to the Charged Assets

ii if requested by the Lender, without delay and at its own cost take all reasonable or necessary steps to comply with any notice, order or proceedings referred to in Clause h(i)

iii at the request of the Lender, without delay and at its own cost give notice to such persons specified by the Lender of the security created by this Deed

Definitions

"Authorisation" means an authorisation, approval, consent, licence, permit, exemption, registration or filing necessary or desirable for the ownership, use or enjoyment of the Charged Assets or the validity or effectiveness of this Debenture or its admissibility in evidence in England and Wales

"Charged Assets" means all the property undertaking and assets of the Company which are from time to time subject to the security interests created by the Debenture and references to Charged Assets shall be interpreted to mean both the whole and any part of such assets and any interest therein

"Debts" means all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company including without limitation, all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person

"Enforcement Event" means the occurrence of any of the events and circumstances as set out in the Debenture

"Equipment" means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto

"Expenses" means those fees, cost, charges and expenses covenanted to be paid by the Company in Clause 12.1 of the Debenture (Costs and Expenses)

"Insurance Policies" means all present and future policies of insurance or assurance held or maintained by the Company (including in respect of the Charged Assets) and all claims and

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Short particulars

recoveries under those policies

"Intellectual Property" means any present or future rights or interests of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights

"Permitted Security Interests" means any Security Interest provided by the Company to the Lender now or at any time hereafter as at the date of the Debenture

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time hereafter (and from time to time) owned by the Company or in which the Company holds an interest and **"Property"** means any of them

"Securities" means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto

"Security Interest" means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Period" means the period from the date of this Debenture until the Lender confirms in writing to the Company that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

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<div>7</div>	<p>Particulars as to commission, allowance or discount (if any)</p> <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> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
	<p>Delivery of instrument</p> <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> <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>9</div> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Cobbetts</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Presenter information	Important information
<p>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.</p>	<p>Please note that all information on this form will appear on the public record.</p>
<p>Contact name cdb</p>	How to pay
<p>Company name Cobbetts LLP</p>	<p>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'.</p>
<p>Address No 1 Whitehall Riverside</p>	Where to send
<p>Post town Leeds</p>	<p>You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.</p>
<p>County/Region West Yorkshire</p>	<p>For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff</p>
<p>Postcode L S 1 4 B N</p>	<p>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)</p>
<p>Country</p>	<p>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</p>
<p>DX 14085 (Leeds Park Square)</p>	Further information
<p>Telephone 0845 404 1534</p>	<p>For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk</p>
<p><input checked="" type="checkbox"/> Certificate</p> <p>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.</p>	<p>This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk</p>
<p><input checked="" type="checkbox"/> Checklist</p> <p>We may return forms completed incorrectly or with information missing</p>	
<p>Please make sure you have remembered the following:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The company name and number match the information held on the public Register <input checked="" type="checkbox"/> You have included the original deed with this form <input checked="" type="checkbox"/> You have entered the date the charge was created <input checked="" type="checkbox"/> You have supplied the description of the instrument <input checked="" type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee <input checked="" type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge <input checked="" type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged <input checked="" type="checkbox"/> You have signed the form <input checked="" type="checkbox"/> You have enclosed the correct fee 	

This form has been provided free of charge by Companies House

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8326596
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 JANUARY
2013 AND CREATED BY CATFOSS CABIN HIRE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO REWARD COMMERCIAL FINANCE LLP 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 18 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2013

DX



Companies House



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