

MG01

Particulars of a mortgage or charge

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IRIS
LASERFORM

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

THURSDAY



L2V1IZBB

LD4 17/11/2011 28
COMPANIES HOUSE
A36 10/11/2011 289
COMPANIES HOUSE

1 Company details

Company number 0 5 6 7 4 7 7 3

Company name in full Tuxedo Money Solutions Limited (the "Company")

6 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 28 11 2011

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 between (1) the Company and (2) Pretoria Limited as trustee (the "Security Trustee")
for the Noteholders (the "Debenture").

4 Amount secured

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

Amount secured All present and future monies, liabilities and obligations of any kind
and in any currency, owing or incurred by the Company to the
Noteholders from time to time under the Loan Note Instrument
whether actual or contingent, as principal or as surety, whether alone,
jointly with others or in any other capacity and whether owed as
original obligee or as assignee or transferee together with any other
costs, charges and legal expenses (on a full indemnity basis)
charged or incurred by the Security Trustee and/or the Noteholders
and/or the Receiver in perfecting, protecting, defending or enforcing
or attempting to enforce or protect the Debenture or any other
security (and their rights under it) held by the Noteholders or the
Security Trustee from time to time (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

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

Name Pretoria Limited (as trustee for the Noteholders)

Address 31/33 New Street, St Helier, Jersey

Postcode J E 2 3 R A

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 Charges*Fixed Charge*

1 1 The Company, with full title guarantee, charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations

(a) by way of legal mortgage, all freehold and leasehold property wheresoever situate owned by the Company or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same,

(b) by way of fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 3 1(a) of the Debenture and paragraph 1 1(a) above) all present and future freehold and leasehold property wheresoever situate now or from time to time after the date of the Debenture owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same,

(c) by way of fixed charge, the plant, machinery and equipment (if any) and the benefit of all contracts and warranties relating to the same,

(cont'd)

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- (d) by way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time after the date of the Debenture owned by the Company including all interests in investment funds and all Derivative Securities or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever 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 conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof,
- (e) by way of fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time after the date of the Debenture owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights,
- (f) by way of fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of any bank or other account (including a current account) of the Company,
- (g) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including, without limitation, the right to the refund of any premiums, and
- (h) by way of fixed charge, the goodwill and uncalled capital of the Company

Floating Charge

- 1 2 The Company, with full title guarantee, charges to the Security Trustee by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights (except any Intellectual Property Rights) whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of the legal mortgage or fixed charge pursuant to clause 3 1 of the Debenture and paragraph 1 1 above or otherwise pursuant to the Debenture

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

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2 Restrictions on dealing with Charged Assets

The Company will not without the prior written consent of the Security Trustee (acting on the instructions of a Noteholder Majority) do any of the following

- (a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (other than a Permitted Encumbrance) on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5 1(a) of the Debenture,
- (b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except a Permitted Encumbrance) on or affecting the Charged Assets (other than Debts) or any part thereof, or
- (c) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business

3 Definitions

In this form MG01, unless the context otherwise requires, the following words and expressions shall have the meaning set out below

Charged Assets all assets of the Company described in paragraphs 1 1 and 1 2 above

Collateral Instruments negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

Debts the assets of the Company described in paragraph 1 1(e) above

Derivative Securities include

- (a) allotments, rights, money or property arising from the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income from the Securities, and
- (c) stock, shares and securities offered in addition to the substitution for the Securities,

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Encumbrance	any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien)
Fixtures	in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law
Floating Charge Assets	the assets of the Company from time to time charged by the Debenture by way of floating charge pursuant to clause 3 2 of the Debenture and paragraph 1 2 above
Insurances	in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest
Intellectual Property Rights	all present and future rights of the Company in respect of any patent, copyright, trade mark, service mark, invention, design, know how, confidential information or rights in relation to any other intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing
Loan Note Instrument	the loan note instrument creating up to £750,000 secured convertible PIK loan notes 2013 and dated on or about the date of the Debenture
New Notes	additional notes issued to Noteholders in satisfaction of any interest accrued on the Notes
Noteholder	a person whose name is entered in the Register as the holder of a Note
Noteholder Majority	the Noteholders holding in excess of 80% of the nominal amount of the Notes issued from time to time

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Notes	the £750,000 secured convertible PIK notes 2013 originally constituted by the Loan Note Instrument and any New Notes, or as the case may be, the principal amounts represented by them and of the time being issued and outstanding, and a reference to a "Note" is a reference to any one of such Notes
Permitted Encumbrance	any security created pursuant to this Deed, the debentures created on 17 November 2009, 21 July 2010, 16 December 2010 and 8 June 2011 in favour of Pretoria Limited (as trustee of the Noteholders (as defined therein)) and the rent deposit deed created on 7 December 2006 in favour of Industri Kapital Limited and rights of set off between EZ Pay Limited and Newcastle Building Society
to business of	be agreed and any liens arising in the ordinary course of the Company
Receiver	any one or more receivers and/or managers or administrative receivers appointed by the Security Trustee pursuant to the Debenture in respect of the Company or over all or any of the Charged Assets
Register	the register of Noteholders kept by the Company
Securities	the assets of the Company described in paragraph 1 1(d) above

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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

N/A

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).

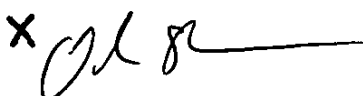
9

Signature

Please sign the form here

Signature

Signature

X  X

JOHN SHARMAN

This form must be signed by a person with an interest in the registration of the charge

CHFP025

05/10 Version 4.0

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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 T21938 1/67793352/YXS

Company name SJ Berwin LLP

Address

Post town

County/Region

Postcode

E C 4 R 1 B E

Country

DX DX 255 LONDON/CHANCERY LANE

Telephone +44 (0)20 7111 2222



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5674773
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 OCTOBER
2011 AND CREATED BY TUXEDO MONEY SOLUTIONS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE NOTEHOLDERS 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 17 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 NOVEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES