

MG01

Particulars of a mortgage or charge

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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 re-
particulars of a charge for a S
company To do this, please us
form MG01s

TUESDAY



A03

A24GTSKO

19/03/2013

#262

COMPANIES HOUSE

1 Company details

Company number 0 3 6 8 1 7 5 5

Company name in full 1PM (UK) Limited (the "Borrower")

58 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 d 1 d 4 m 0 m 3 y 2 y 0 y 1 y 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 A block discounting master agreement entered into between the Borrower, the Lender (as defined
in section 5 below), 1PM Plc and Lesmoir-Gordon, Boyle & Co Limited (the "Block Discounting
Master Agreement")

4 Amount secured

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

Amount secured 10 All sums due to the Lender (as defined in section 5 below) at any time
under the Block Discounting Master Agreement

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	Glenbury Partners Limited (the "Lender")
Address	31 Dover Street London
Postcode	W 1 S 4 N D
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

Floating charge

1 1 The Borrower (with the intent that the security so constituted shall be a continuing security in favour of the Lender) has charged with the payment and discharge of all sums due to the Lender at any time under the Block Discounting Master Agreement and with full title guarantee by way of first floating charge all its right, title and interest in and to (i) the Debts and (ii) the Goods

1 2 The security constituted by clause 13 1 of the Block Discounting Master Agreement shall be in addition to any security the Lender may at any time hold and shall remain in full force and effect until discharged by the Lender

1 3 The Borrower shall whenever requested by the Lender execute such further security as the Lender may direct over the Debts and/or the Goods or take any other steps as the Lender may require for improving or perfecting the security hereby constituted

1 4 The floating charge created by clause 13 1 of the Block Discounting Master Agreement is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986


Crystallisation of the floating charge

1 5 On the occurrence of any event which is or which may with the passage of time become an Event of Default the Lender may by notice in writing convert the floating charge created by clause 13 1 of the Block Discounting Master Agreement into a fixed charge over the Debts and/or Goods and the Borrower's ability to deal in any manner with the Debts and/or Goods shall thereby cease except to the extent otherwise agreed by the Lender

Continued

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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 <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, 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 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  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 Amy Crofton

Company name Lesmoir-Gordon, Boyle & Co Limited

Third Floor

Address 31 Dover Street

Post town London

County/Region London

Postcode W 1 S 4 N D

Country UK

DX

Telephone 02077589624



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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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>Continued</p> <p>Negative pledge</p> <p>16 The Borrower shall not create or permit to subsist any charge or other encumbrance over the Debts and/or Goods without the Lender's prior written consent</p> <p>In this form MG01 the following items have the following meanings</p> <p>"Contract Rights" means any of the Borrower's rights under any Customer Agreement and under any guarantee or security relating to any Customer Agreement</p> <p>"Customer" means any customer, client, debtor or hirer of or with the Borrower under a Customer Agreement</p> <p>"Customer Agreement" means any agreement entered into at any time (including before the date hereof) between the Borrower and a Customer</p> <p>"Customer" means any customer, client, debtor or hirer of or with the Borrower under a Customer Agreement</p> <p>"Debts" means any Contract Rights purported to have been purchased under the Block Discounting Master Agreement which have for any reason not vested in the Lender</p> <p>"Event of Default" means any of the events listed in clause 12 of the Block Discounting Master Agreement</p> <p>"Goods" means the goods which are the subject matter of any Customer Agreement in relation to which a Purchased Right has arisen</p> <p>"Purchased Right" means any Contract Right purchased by the Lender under the Block Discounting Master Agreement</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3681755
CHARGE NO. 58**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BLOCK DISCOUNTING MASTER
AGREEMENT DATED 14 MARCH 2013 AND CREATED BY 1PM
(UK) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE TO GLENBURY PARTNERS LIMITED 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
19 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2013

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Companies House



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