

MR01

Particulars of a charge

080777/23

060769 03

Oyez



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back



R5AUDVK2

RCS 09/07/2016 #65
COMPANIES HOUSE

A5BUBJFX

A09 23/07/2016 #38
COMPANIES HOUSE

A5AUGU8W

A19 09/07/2016 #149
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 4 0 7 7 8 6 4

Company name in full ARJENT LIMITED

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 3 0 0 6 2 0 1 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SOLID VENTURE CAPITAL LTD

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

5**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes☐ No**6****Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes**7****Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☒ Yes☐ No**8****Trustee statement ⁽¹⁾**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐


¹ This statement may be filed after the registration of the charge (use form MR06)

9**Signature**

Please sign the form here

Signature

Signature

X  X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name

Joss Alcraft

Company name

Burlingtons Legal LLP

Address

38 Hertford Street

Post town

London

County/Region

Postcode

W 1 J 7 S G

Country

England

DX

DX 82986 Mayfair

Telephone

0207 529 5420



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 4077864

Charge code: 0407 7864 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2016 and created by ARJENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th July 2016.

DD


Given at Companies House, Cardiff on 5th August 2016



Companies House



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

 30th DATED
13th June 2016

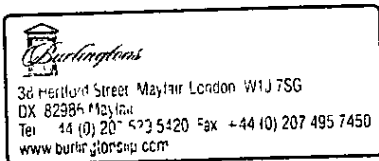
NOVATION OF LOAN AND DEBENTURE

between

ARJENT LIMITED (IN ADMINISTRATION)

and

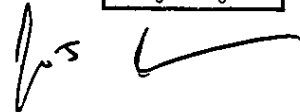
GQS FINANCE LIMITED




and

SOLID VENTURE CAPITAL LIMITED

Certified True Copy
Burlingtons Legal LLP


Burlingtons
Legal LLP
7 July 2016

 Burlingtons

38 Hertford Street, Mayfair, London, W1J 7SG
Tel +44 (0) 207 529 5420
Fax +44 (0) 207 495 7450
Website www.burlingtonsllp.com
Ref JA SOL0001 1

CONTENTS

CLAUSE

1	Definitions and interpretation	1
2	Consent	3
3	Novation	3
4	Investigation and reliance	5
5	Confirmation and indemnity	5
6	Costs	6
7	Notice	6
8	Further assurance	6
9	Third party rights	7
10	Governing law and jurisdiction	7

THIS DEED is dated

B *30th*
13th June

2016

PARTIES

- (1) **ARJENT LIMITED** (in administration) (company number 04077864), a company incorporated in England and Wales on 25 September 2000 with its registered office at 11-15 William Road, London NW1 3ER acting by its joint administrators, Brian Johnson and David Birne (**Borrower**)
- (2) **GQS FINANCE LIMITED** incorporated and registered in England and Wales with company number 41-44 Great Queen Street, London, United Kingdom, WC2B 5AD (**Transferor**)
- (3) **SOLID VENTURE CAPITAL LTD** incorporated and registered in England and Wales with company number 05179108 whose registered office is at 869 High Road, London, England, N12 8QA (**Transferee**)

BACKGROUND

- (A) The Transferor is the lender under a term loan facility agreement with the Borrower dated 29th October 2015 (**Facility Agreement**)
- (B) The Borrower has provided security to the Transferor for its obligations under the Facility Agreement by way of a debenture dated 29th October 2015 (**Debenture**) which is complementary and ancillary to the Facility Agreement
- (C) The Transferor has advanced monies to the Borrower under the Facility Agreement which, together with certain other amounts, including any accrued interest and fees, are outstanding as at the date of this deed
- (D) This deed sets out the terms and conditions on which the parties agree that, in consideration of receipt of the payment referred to in clause 3, the Transferor will transfer by novation all of its rights and obligations under the Facility Agreement and the Debenture to the Transferee

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed

Business Day: a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business

Debt: the principal amount of £150,000 and all other amounts, including accrued interest and fees, owing by the Borrower to the Transferor under or in connection with the Facility Agreement which are outstanding at the Novation Date

Novation Date: 10th June 2016

Payment Amount: the amount of £251,659 00 to be paid by the Transferee to the Transferor on the Novation Date in consideration of the novation to be effected under this deed

Secured Liabilities: secured liabilities of the Borrower more particularly defined and described in the Debenture

- 1 2 Clause headings shall not affect the interpretation of this deed
- 1 3 A reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality)
- 1 4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1 5 This deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to a party shall include that party's successors, permitted assigns and permitted transferees
- 1 6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1 7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 1 8 A reference to **writing** or **written** includes fax but not email
- 1 9 An obligation on a party not to do something includes an obligation not to allow that thing to be done
- 1 10 A reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time
- 1 11 Unless the context otherwise requires, a reference to a clause or Schedule is to a clause of this deed Where any statement is qualified by the expression **so far as party is aware or to party's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry
- 1 12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

- 1 13 A reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly)
- 1 14 A reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description
- 1 15 A reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution
- 1 16 A reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived

2. CONSENT

- 2 1 By executing this deed each party consents to the novation described in clause 3
- 2 2 The parties confirm that all consents required under the Facility Agreement and the Debenture (if any) to effect the transactions contemplated by this deed have been obtained and are in full force and effect

3. NOVATION

- 3 1 The parties agree that on and from the Novation Date
- (a) the Transferor irrevocably and unconditionally releases the Borrower from all the Borrower's obligations under the Facility Agreement and the Debenture, whether present or future, actual or contingent, including its obligation to repay the Debt to the Transferor and the Transferor's rights against the Borrower shall be cancelled,
 - (b) the Borrower irrevocably and unconditionally releases the Transferor from all the Transferor's obligations under the Facility Agreement and the Debenture, whether present or future, actual or contingent and the Borrower's rights against the Transferor shall be cancelled,
 - (c) the Transferee shall acquire rights, title, interest and benefits in and to the Debt, the Facility Agreement and the Debenture which are identical in character to the entire rights, title, interest and benefits in and to the Debt, the Facility Agreement and the Debenture which the Transferor had,
 - (d) the Transferee undertakes to perform obligations towards the Borrower under the Facility Agreement and the Debenture which are identical in character to the obligations under the Facility Agreement and the Debenture which the Transferor had, and

- (e) the Transferee shall be substituted for the Transferor as a party to and bound by the terms of the Facility Agreement and the Debenture and all references to the Transferor as "GQS" under that document are to be read and construed as references to the Transferee

3 2 The Borrower agrees that on and from the Novation Date (and in consideration of the release in clause 3 1(a)) it shall

- (a) repay the Debt, and
- (b) pay all interest, fees and other amounts owing in respect of the Facility Agreement,
in each case to the Transferee on demand, and
- (c) duly register the Transferee's interest in the Secured Liabilities under the Debenture,

3 3 The parties agree that, with effect on and from the Novation Date

- (a) the Transferee shall have no liability to the Transferor, and
- (b) the Transferor no longer has any rights or recourse,

in or to any obligation or liability of the Borrower in respect of interest, fees costs and other amounts owing in respect of the Debt accrued up to but excluding the Novation Date

3 4 On the Novation Date, the Transferee shall pay the Payment Amount to the Transferor by electronic payment into the Transferor's bank account as follows

GQS FINANCE LTD

SORT CODE: 230580

ACCOUNT NO: 16623008

3 5 Following receipt of the Payment Amount the Transferor shall promptly on the Novation Date

- (a) deliver to the Transferee this deed of novation of loan and debenture duly executed, together with the original Facility Agreement and Debenture,
- (b) deliver to the Transferee a duly executed form MR04 as a confirmation of the release of the Debenture, and

- (c) deliver to the Transferee copies of any other document, opinion or assurance which relates to or is ancillary to the Facility Agreement or the Debenture

4. INVESTIGATION AND RELIANCE

4.1 On the Novation Date, the Transferor represents and warrants to the Transferee that

- (a) it is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation,
- (b) it has the power to own the Debt and carry on business as it is being conducted,
- (c) it has the power and authority to enter into, deliver and perform, and has taken all necessary action to authorise the entry into, delivery and performance of this deed and the Facility Agreement and the transactions contemplated by them,
- (d) it is not involved in or anticipated to become involved in any litigation, arbitration proceedings or claim of any kind related to or ancillary to the terms of the Facility Agreement and/or the debenture
- (e) it is the sole legal and beneficial owner and has good title to the Debt and no security interest or other encumbrance (including any rights of set off) exists, or may exist as a result of any arrangement or agreement, over the Debt,
- (f) it is not in breach of any of its obligations in relation to the Facility Agreement, and
- (g) all rights, benefits and obligations which the parties have agreed to novate or transfer to the Transferee under this deed are capable of being novated or transferred

5. CONFIRMATION AND INDEMNITY

Save in case of breach of the provisions in clause 4 above, the Transferor and the Transferee agree and confirm that with effect on and from the Novation Date

- (a) the Transferor no longer has any rights or obligations in relation to the Debt,
- (b) the Transferee shall not take any actions or proceedings against the Transferor or any officer, employee or agent of the Transferor (each a **Relevant Person**) in respect of any claim it might have against a Relevant Person for any cost, loss or liability incurred by the Transferee as a result of its execution of this deed or which arises in connection with this deed (except for any such actions

and proceedings for any such costs, loss or liability incurred by the Transferee by reason of a Relevant Person's gross negligence or wilful misconduct),

- (c) any risk which the Transferee is exposed to in respect of any moratorium, rescheduling, refinancing, suspension of payments or similar arrangement or circumstances affecting the Debt shall be entirely for the account of and the responsibility of the Transferee, and

6. ADMINISTRATORS' LIABILITY

The joint administrators act as agents for Argent and neither they nor their representatives shall incur any personal liability in any circumstances whatsoever by virtue of this agreement nor in relation to any related matters or claim nor in respect of any transfer, assignment or other documents made pursuant to this agreement

7. COSTS

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution, registration and performance of this deed (and any documents referred to in it)

8. NOTICE

- 8.1 The notice details of the Transferee for the purposes of the Facility Agreement and this deed are

Address 869 High Road, London, England, N12 8QA

Attention Andros Gregoriou

or such other address or fax number as is notified by the Transferee to the Borrower

- 8.2 Clause 10 of the Facility Agreement applies to the giving of any notice, demand, consent, approval or communication in connection with this deed

9. FURTHER ASSURANCE

At its own expense, each party shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this deed

10. THIRD PARTY RIGHTS

- 10 1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed (other than a permitted successor or assign) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

11. GOVERNING LAW AND JURISDICTION

- 11 1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11 2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).


This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by B N
JOHNSON and D L BIRNE as joint
administrators for and on behalf of
Arjent Limited (in administration)
pursuant to powers conferred
under the Insolvency Act 1986

B N JOHNSON, Administrator

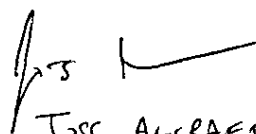
D L BIRNE, Administrator

Executed as a deed by Solid
Venture Capital Limited acting by
ANDROS GREGORIOU a
director, in the presence of


[SIGNATURE OF DIRECTOR]
Director

SIGNATURE OF WITNESS

NAME
ADDRESS
OCCUPATION OF WITNESS


JOSS ALCRAFT
38 HERTFORD STREET LONDON
W1T 7SG
SOLICITOR

Executed as a deed by GQS
Finance Limited acting by

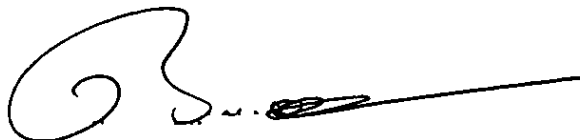
, a director, in the presence of

[SIGNATURE OF DIRECTOR]
Director

SIGNATURE OF WITNESS

NAME
ADDRESS
OCCUPATION OF WITNESS

Executed as a deed by B N
JOHNSON and D L BIRNE as joint
administrators for and on behalf of
Arjent Limited (in administration)
pursuant to powers conferred
under the Insolvency Act 1986



B N JOHNSON, Administrator



D L BIRNE, Administrator

Executed as a deed by Solid
Venture Capital Limited acting by
ANDROS GREGORIOUI, a
director, in the presence of

[SIGNATURE OF DIRECTOR]
Director

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION OF WITNESS

Executed as a deed by GQS
Finance Limited acting by

[SIGNATURE OF DIRECTOR]
Director

, a director, in the presence of

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION OF WITNESS

Executed as a deed by B N
JOHNSON and D L BIRNE as joint
administrators for and on behalf of
Argent Limited (in administration)
pursuant to powers conferred
under the Insolvency Act 1986

B N JOHNSON, Administrator

D L BIRNE, Administrator

Executed as a deed by Solid
Venture Capital Limited acting by
ANDROS GREGORIOU, a
director, in the presence of

[SIGNATURE OF DIRECTOR]
Director

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION OF WITNESS

Executed as a deed by GQS
Finance Limited acting by
Charles Blackburn
, a director, in the presence of



SIGNATURE OF WITNESS

NAME **ELIOT MOSAFI**

ADDRESS

OCCUPATION OF WITNESS **ACCOUNTANT**



[SIGNATURE OF DIRECTOR]
Director