

700241/13

In accordance with
Section 860 of the
Companies Act 2006

MG01**BLUEPRINT****2000****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 NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

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30/11/2012

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COMPANIES HOUSE

1 Company details

Company number 0 5 9 7 6 6 1 8
Company name in full Future Capital Partners (FS) Limited

2 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 9 m 1 m 1 y 2 y 0 y 1 y 2

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 Guarantee and Debenture dated 19 November 2012 and made between Future Capital Global
Holdings Limited (the "Parent Company"), the Company, the Charging Subsidiaries and LW2
Holdings LLP (the "Lender") (the "Debenture")

4 Amount secured

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

Amount secured The Company covenants that it will on demand pay to the Lender and
discharge the Secured Liabilities when they become due

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

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Particulars of a mortgage or charge

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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	LW2 Holdings LLP
Address	10 Old Burlington Street
	London
Postcode	W 1 S 3 A G
Name	
Address	
Postcode	

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

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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

1 1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Lender, by way of first legal mortgage, each Property specified in Schedule 2 of the Debenture (if any)

1 2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Lender by way of first fixed charge

- (a) all Properties acquired by the Company in the future,
- (b) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this Clause 1 in, or over, freehold or leasehold property,
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Asset, and all rights in connection with them,
- (e) all its present and future goodwill,
- (f) all its uncalled capital,
- (g) all the Intellectual Property,
- (h) all the Book Debts,
- (i) all the Investments, and
- (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person

1 3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy

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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>1 4 Floating charge As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of each Company at any time not effectively mortgaged, charged or assigned pursuant to Clause 1</p> <p>1 5 Qualifying floating charge Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 1 4 above</p> <p>1 6 Automatic crystallisation of floating charge The floating charge created by Clause 1 4 shall automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if (a) the Company (i) creates, or attempts to create, without the prior written consent of the Lender, a security interest or a trust in favour of another person over all or any part of the Charged Asset (except as expressly permitted by the terms of the Debenture or the Facility Agreement), or (ii) disposes, or attempts to dispose of, all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised), (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets, or (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company</p> <p>1 7 Crystallisation of floating charge by notice The Lender may, in its sole discretion, by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards any part of the Charged Assets specified by the Lender in that notice if (a) an Event of Default occurs and is continuing, or (b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>1 8 Assets acquired after any floating charge has crystallised Any asset acquired by the Company after any crystallisation of the floating charge created under the Debenture that, but for that crystallisation, would be subject to a floating charge under the Debenture shall (unless the Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge</p>	

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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>Definitions</p> <p>"Book Debts" means all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them,</p> <p>"Charged Assets" means the goodwill undertaking property assets revenues and rights of the Company charged by the Debenture,</p> <p>"Charging Group" means the Parent Company and the Charging Subsidiaries and reference to the Charging Group includes a reference to any one or more of the members of the Charging Group severally,</p> <p>"Charging Subsidiaries" means each of Future Capital Partners Limited, Future Capital Project Finance Limited, Future Films (Management Services) Limited, LM Investments Limited and Future Design and Build Services Limited,</p> <p>"Excluded Assets" means the indirect holdings of Future Capital Partners (Financial Services) Limited (a subsidiary of Future Capital Partners Limited, one of the Charging Subsidiaries) in Novia Financial plc and Novia Financial Holdings Limited,</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 9 (Event of Default) of the Debenture,</p> <p>"Facility Agreement" means any facility agreement between the Lender and any member of the Charging Group as from time to time varied extended or replaced,</p> <p>"Intellectual Property" means the Company's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,</p> <p>"Insurance Policy" each contract and policy of insurance effected or maintained by the Company from time to time in respect of their respective assets or businesses (including, without limitation, any insurances relating to the Properties),</p> <p>"Investments" means, in respect of the Company, all stocks, shares, bonds, debentures and securities, investments or interests of any kind (whether marketable or otherwise) and all other interests (including, without limitation, loan capital) in any person owned by it and/or held by any nominee on its behalf, excluding the Excluded Assets,</p>	

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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>"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by any member of the Charging Group, or in which any of them holds an interest (including, but not limited to, the properties specified in Schedule 2 of the Debenture), and Property means any of them, and</p> <p>"Secured Liabilities" means all present and future monies, obligations and liabilities owed by the Company to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with any Facility Agreement or the Debenture</p>	

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Particulars of a mortgage or charge

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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

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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).

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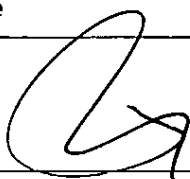
Signature

Please sign the form here

Signature

Signature

X



X

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

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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	Angela Wood
Company name	Future Capital Partners Limited
Address	10 Old Burlington Street
Post town	London
County/Region	
Postcode	W 1 S 3 A G
Country	
DX	
Telephone	020 7009 6664

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. 5976618
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 19 NOVEMBER 2012 AND CREATED BY FUTURE
CAPITAL PARTNERS (FS) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
LW2 HOLDINGS 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 30 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 DECEMBER
2012



Companies House



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