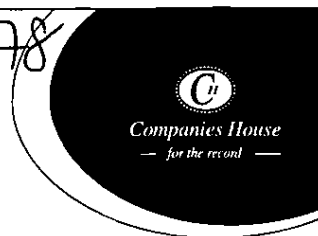


MG01

Particulars of a mortgage or charge

026662/78



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

THURSDAY



L11

20/12/2012

#25

COMPANIES HOUSE

1 Company details

Company number 0 6 8 3 2 7 3 4

Company name in full Quizzino Limited

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 3 0 1 1 2 0 1 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

Debenture

4 Amount secured

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

Amount secured

All present and future monies, obligations and liabilities owed by the
Borrower 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 the Loan Agreement or this
deed (including, without limitation, those arising under clause 19 3 2),
together with all interest (including, without limitation, default interest)
accruing in respect of those monies or liabilities

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 | |
| Name | Ian West |
| Address | 24 Roehampton Gate |
| | London |
| Postcode | S W 1 5 5 J S |
| 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 | |
|--|--|

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

Short particulars

Definitions

"Book Debts" all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them,

"Borrower" means Quizzino Limited incorporated and registered in England and Wales with company number 06832734 whose registered office is at 141 Wardour Street, London W1F 0UT, "Business Day" a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market,

"Equipment" all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions,

"Intellectual Property" the Borrower's present and future patents, trade marks, 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,

"Lender" means Ian West of 24 Roehampton Gate, London, SW15 5JS,

"Properties" 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 the Borrower, or in which the Borrower holds an interest, and "Property" means any of them,

"Secured Assets" all the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, this deed,

"Secured Liabilities" all present and future monies, obligations and liabilities owed by the Borrower 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 the Loan Agreement or this deed (including, without limitation, those arising under clause 19 3 2), together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities,

MG01 - continuation page

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>"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations,</p> <p>"Security Interest" any mortgage, charge (whether fixed or floating, legal or equitable), 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,</p> <p>"Security Period" the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding,</p> <p>"Clause 19 3 2" the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred</p> <p>1 Grant of security</p> <p>1 1 Fixed charges</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge</p> <p>1 1 1 all Properties acquired by the Borrower in the future,</p> <p>1 1 2 all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property,</p> <p>1 1 3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,</p> <p>1 1 4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset, and all rights in connection with them,</p> <p>1 1 5 all its present and future goodwill,</p> <p>1 1 6 all its uncalled capital,</p> <p>1 1 7 all the Equipment,</p> <p>1 1 8 all the Intellectual Property,</p> <p>1 1 9 all the Book Debts,</p> <p>1 1 10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person</p> <p>2 Floating charge</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 1 1 above</p> <p>3 General covenants</p> <p>3 1 Negative pledge and disposal restrictions</p> <p>The Borrower shall not at any time, except with the prior written consent of the Lender</p> <p>3 1 1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this deed,</p> <p>3 1 2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge), or</p> <p>3 1 3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party</p> |

MG01

Particulars of a mortgage or charge

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

- 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

None

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

Signature

X

Simons Muirhead & Burton

X

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

MG01

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 **Neal Hodges**

Company name **Simons Muirhead & Burton**

Address **8-9 Frith Street**

Post town **London**

County/Region

Postcode **W 1 D 3 J B**

Country **United Kingdom**

DX **144060 Soho Square 5**

Telephone **020 3206 2700**



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. 6832734
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30
NOVEMBER 2012 AND CREATED BY QUIZZINO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO IAN WEST 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 20 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER
2012

DR



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES