

MG01

Particulars of a mortgage or charge

0088C2/13



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 for**
You cannot use this form to register
particulars of a charge on a company. To do this
use form MG01s



PMO 12/05/2011 99
COMPANIES HOUSE

A27 10/05/2011 288
COMPANIES HOUSE

1 Company details

Company number 0 6 9 4 2 1 7 4
Company name in full ALEXANDER MAGUIRE LIMITED

→ Filing 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 0 5 m 0 5 y 2 0 y 1 1

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 7
All the monies which now or at any time in future may be owing due
and/or payable (but remaining unpaid) by the Company to the
Chargee in any manner and for any reason on any account, Secured
Monies include all such monies due by the Company either alone or
jointly with any other person or on any partnership account (even
though the whole or any part of such monies is represented or
secured by any mortgages, guarantees, trust receipts, bills of
exchange, leasing, hire or conditional sale agreements, assignments,
agreements for discounting or factoring of debts or any other
agreements or securities) and whether or not any of them have or has
fallen due or become payable and whether or not default shall have
been made in respect thereof, Secured Monies also means any of the
following items, whether now or in the future Continued

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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>(a) all monies due or payable by the Company under the Financing Agreement ("the FA") (if any) or any other agreement between the Company and the Chargee or by virtue of any guarantee or indemnity given by the Company to the Chargee,</p> <p>(b) all advances which the Chargee has made or shall make to the Company to the extent repayable by the Company to the Chargee under the terms of the FA,</p> <p>(c) any indebtedness now or hereafter to be incurred by the Chargee for or at the request of the Company including all monies which the Chargee shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following</p> <p>(i) the Chargee making direct advances to the extent repayable by the Company to the Chargee under the terms of the FA, or</p> <p>(ii) the Chargee drawing, accepting, endorsing, paying or discounting any Remittance (such as cash, cheques etc) to the extent repayable by the Company to the Chargee under the terms of the FA, or</p> <p>(iii) the Chargee entering into any bond, guarantee, indemnity or letter of credit, or</p> <p>(iv) the Chargee confirming orders, or</p> <p>(v) the Chargee otherwise accepting any other liability for or on behalf of the Company,</p> <p>(d) all monies which the Chargee can charge to the Company and all costs charges and expenses incurred by the Chargee following default in payment of any such monies or of breach by the Company of any of the provisions of this deed,</p> <p>(e) the charges of surveyors and/or solicitors instructed by the Chargee in connection with any part of the Charged Assets (as defined and created in the Debenture),</p> <p>(f) all costs and charges and expenses which the Chargee may from time to time incur in</p> <p>(i) stamping, perfecting, registering or enforcing this security, or</p> <p>(ii) the negotiations for the preparation and execution of this deed, and the FA or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or</p> <p>(iii) obtaining payment or discharge of Secured Monies (as defined in the Debenture), or</p> <p>(iv) paying any rent, rates, taxes or outgoings for the Charged Assets, or</p> <p>(v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets, or</p> <p>(vi) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so, or</p> <p>(vii) giving a discharge or release of this security, or</p>

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Amount secured

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

Amount secured

(viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed with the intention that the Chargee shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Chargee for the Secured Monies,

(g) all monies expended by any attorney appointed under clause 6 3 of the Debenture in exercising his powers, AND

(h) interest on all monies due and owing to the Factor at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto ("the Secured Monies")

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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	Pulse Cashflow Limited ("the Chargee")
Address	1 Royal Terrace, Southend on Sea ("the Chargee")
Postcode	S S 1 1 E A
Name	
Address	
Postcode	

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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 By way of legal mortgage
 - 1 1 on the Properties (if any) specified in Schedule 2 to the Debenture,
 - 1 2 on all Properties (other than any Properties specified in Schedule 2 to the Debenture) now owned by the Company or in which the Company has an interest,
- 2 By way of fixed charge on all of the following assets, whether now or in future belonging to the Company
 - 2 1 the freehold and leasehold properties of the Company not effectively mortgaged under paragraphs 1 1 and 1 2 including such as may thereafter be acquired,
 - 2 2 all Fixtures in, on or attached to the property subject to the legal mortgages under paragraphs 1 1 and 1 2 and all spare parts, replacements, modifications and additions for or to the same,
 - 2 3 any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,
 - 2 4 all machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP ("the Equipment") (if any) listed in Schedule 4 to the Debenture and the benefit of all contracts and warranties relating to the same, Continued

Continuation page

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

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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>2 5 all Equipment, (other than Equipment specified in Schedule 4 to the Debenture), and the benefit of all contracts and warranties relating to the same,</p> <p>2 6 all goodwill, unpaid and/or uncalled capital of the Company,</p> <p>2 7 all the Company's all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes 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 offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof,</p> <p>2 8 all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's group,</p> <p>2 9 all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,</p> <p>3 By way of fixed charge, upon all or any of the following assets, whether now in existence or coming into existence in future</p> <p>3 1 all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Chargee,</p> <p>3 2 the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</p> <p>3 3 any account in the name of the Company under the control of or operated in accordance with the directions of the Chargee,</p> <p>4 By way of fixed charge</p> <p>4 1 on all and any Receivables (as defined in the FA) title to which is purported to be assigned or transferred to the Chargee under the FA ("the Debts") of the Company purported to be purchased by the Chargee pursuant to the FA but which fail to vest absolutely and effectively in the Chargee for any reason, together with the Associated Rights (as defined in the FA) to such Debts ("the Non-vesting Debts"), present and future,</p> <p>4 2 on all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except</p> <p>4 2 1 Non-Vesting Debts, and</p> <p>4 2 2 any Debts whilst they remain absolutely and effectively vested in or held on trust for the Chargee under the FA and whether such vesting results from a legal or equitable assignment,</p> <p>present and future Contd</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>5 By way of first floating charge</p> <p>5 1 the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 1 to 4 (inclusive) above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland</p>	

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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 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)

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Signature

Please sign the form here

Signature

Signature

X *pale solicitors* 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 **Noel E Ruddy**

Company name **PDT Solicitors**

Address **Premier House, 36-48 Queen Street**

Post town **Horsham**

County/Region **West Sussex**

Postcode **R H 1 3 5 A D**

Country

DX **57617 Horsham**

Telephone **01403 262333**



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

PROFORMA

Company Number	06942174
Company Name	Alexander Maguire Limited
Contact Name/ Organisation	Paul Davidson Taylor
Address	Chancery Court, Queen Street, Horsham, West Sussex RH13 5AD

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled
to the charge ☒

Short particulars of all the property
mortgaged or charged ☐

Date charge presented
(applies to MG09/LL MG09) ☐

Date of execution
(applies to MG09/LL MG09) ☐

Date and parties to the charge
(applies to MG09/LL MG09) ☐

Jurisdiction
(applies to MG09/LL MG09) ☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

The Mortgagee should read Pulse Cashflow **Finance** Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6942174
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 MAY 2011
AND CREATED BY ALEXANDER MAGUIRE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO PULSE CASHFLOW FINANCE 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 12 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES