

MG01

Particulars of a mortgage or charge

207542/13



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 NOT for

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

WEDNESDAY



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A200XPX4

23/01/2013

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COMPANIES HOUSE

ise

uk

1

Company details

Company number

0 7 4 3 8 3 5 8

Company name in full

121 FINANCE 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

d1 d4 m0 m1 y2 y0 y1 y3

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

The Borrower shall 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

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

Continuation page

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

Name

Reward Capital LLP

Address

17 - 19 York Place

Leeds

Postcode

L S 1 2 E X

Name

Address

Postcode

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

- 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee
- 1 1 charges to the Lenders, by way of first legal mortgage, all the Properties listed in Schedule 2 of the Debenture;
- 1.2 charges to the Lenders, by way of first fixed charge:
- 1.2.1 all Properties acquired by the Borrower in the future;
- 1.2.2 all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 1 in or over freehold or leasehold property;
- 1.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
- 1.2.4 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,
- 1.2.5 all present and future goodwill and uncalled capital for the time being of the Borrower;
- 1.2.6 all Equipment;
- 1.2.7 all the Intellectual Property;
- 1.2.8 all the Book Debts;
- 1.2.9 all the Investments; and
- 1.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account),
- 1 3 assigns to the Lenders, by way of first fixed mortgage, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment);
- 1.4 assigns to the Lenders, by way of first fixed charge, to the extent the same are assignable the benefit of the Assigned Agreements and the benefit of any guarantee or security for the performance of the Assigned Agreements, and

SEE CONTINUATION SHEET

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>1.5 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 this clause 1 (including without limitation any immovable property of the Borrower in Scotland and any Charged Property of the Borrower that is situated in Scotland at any time that is not effectively mortgaged, charged or assigned pursuant to this clause 1)</p> <p>Leasehold Security Restrictions</p> <p>1.6 The charges created by this clause 1 shall not apply to Excluded Property so long as any relevant consent or waiver of prohibition has not been obtained, but for each Excluded Property, the Borrower undertakes to</p> <p>1 6.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of the Debenture and, to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;</p> <p>1.6.2 keep the Lender informed of its progress in obtaining such consent or waiver, and</p> <p>1.6.3 immediately on receipt of such consent or waiver, provide the Lender with a copy</p> <p>1.7 Immediately on receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender under this clause 1. If required by the Lender at any time following receipt of that waiver or consent, the Borrower shall execute a valid fixed charge in such form as the Lender requires.</p> <p>Negative Pledge and Disposal Restrictions</p> <p>2 The Borrower shall not at any time, except with the prior written consent of the Lender</p> <p>2.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than by the Debenture; or</p> <p>2 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 Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge; or</p> <p>2.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.</p> <p>Preservation of Charged Property</p> <p>3. The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lenders or materially diminish the value of any of the Charged Property or the effectiveness of the security created by the Debenture</p> | |

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

Further Assurance

4. The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of their security over the Charged Property.

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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

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).

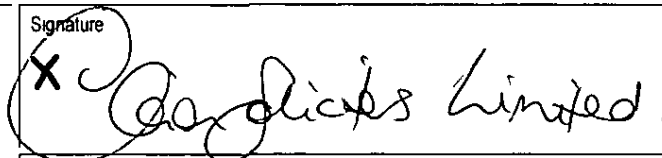
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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

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 **Jonathan Simms (Ref: 35129 62)**

Company name **Clarion Solicitors Limited**

Address **Elizabeth House**

13-19 Queen Street

Post town **Leeds**

County/Region **West Yorkshire**

Postcode

| | | | | | |
|----------|----------|----------|----------|----------|----------|
| L | S | 1 | 2 | T | W |
|----------|----------|----------|----------|----------|----------|

Country

DX **26427 Leeds Park Square**

Telephone **0113 246 0622**

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

121 FINANCE LIMITED
(company no: 07438358)
(the "Borrower")

DEFINITIONS

In this Form MG01 the following words shall have the following meanings:

| | |
|----------------------------|--|
| Assigned Agreements | the agreements referred to in Schedule 1 of the Debenture (none are currently referred to); |
| Book Debts | all present and future book debts 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, |
| Business Day | a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market; |
| Charged Property | all the assets, property and undertaking for the time being subject to the security interest created by the Debenture (and references to the charged property include references to any part of it); |
| Debenture | the debenture dated on or around the date of this form MG01 between the Borrower and the Lender for the provision of security to the Lender for the loan facilities made available to it under the Facility Agreement; |
| Designated Account | any account nominated by the Lender as a designated account for the purposes of the Debenture, |
| Encumbrance | 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; |
| 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/or spare parts, replacements, modifications and additions;

Excluded Properties

any leasehold property held by the Borrower under a lease which precludes, either absolutely or conditionally (including requiring the consent of any third party) the Borrower from creating any charge over its leasehold interest in that property,

Facility Agreement

the facility dated on or around the date of this form MG01 between the Borrower and the Lender for the provision of the loan facilities secured by the Debenture,

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;

Investments

all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owed (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time,

Lender

Reward Capital LLP incorporated and registered in England and Wales with company number OC368118 whose registered office is at 17-19 York Place, Leeds, LS1 2EX,

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 (including (but not limited to) the properties which are briefly described in Schedule 2 of the Debenture) and **Property** means any of them, and

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 and/or in any other capacity whatsoever, under or in connection with any agreement between the Borrower and Lender together with all interest on such monies and liabilities



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7438358
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 JANUARY
2013 AND CREATED BY 121 FINANCE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO REWARD CAPITAL LLP WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 23
JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JANUARY
2013

121



Companies House



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