

MG01

Particulars of a mortgage or charge

000277/13



IRIS  
LASERFORM

**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**

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

SATURDAY



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\*AXJQDVH5\*

02/07/2011

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COMPANIES HOUSE

For official use

1

**Company details**

Company number

7 6 5 6 8 0 3

Company name in full

Momentous Moving Holdings 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

01/07/2011

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 obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or in any other  
capacity whatsoever) of the Company under the Loan Stock  
Instrument in relation to Tranche C and Tranche A together with all  
costs, charges and expenses on a full indemnity basis incurred by  
the Trustee in the protection, preservation and enforcement of its  
rights in relation thereto

"Loan Stock Instrument" means the loan stock instrument  
constituting up to £3,840,007 Secured Loan Stock 2016 of the  
Company

"Tranche A" means loan stock in the Company in the amount of  
£1,536,000

"Tranche C" means loan stock in the Company in the amount of £7

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Core Capital LLP (Trustee)		
Address	Caparo House, 103 Baker Street		
	London		
Postcode	W 1 U 6 L N		
Name			
Address			
Postcode			

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 Fixed Charge</p> <p>1 1 The Company with full title guarantee as security for the payment of all Secured Liabilities</p> <p>(A) charges in favour of the Trustee as agent for itself and the Stockholders from time to time by way of legal mortgage</p> <p>(1) all the property specified in the Schedule attached hereto together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants, and</p> <p>(2) all estates or interests in any other freehold or leasehold property wheresoever situate now or hereafter belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants,</p> <p>(B) charges to the Trustee as agent for itself and the Stockholders from time to time by way of fixed charge all Securities together with all Related Rights accruing thereto, and</p> <p>(C) assigns to the Trustee as agent for itself and the Stockholders from time to time by way of absolute assignment (subject to the proviso hereinafter contained) all of the Insurances,</p> <p>(Please see two continuation sheets)</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

### 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



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 Julian Lewis

Company name Fladgate LLP

Address 16

Great Queen Street

Post town London

County/Region London

Postcode W C 2 B 5 D G

Country United Kingdom

DX 37971 Kingsway

Telephone 020 3036 7000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# 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>(D) assigns to the Trustee as agent for itself and the Stockholders from time to time by way of absolute assignment (subject to the proviso hereinafter contained) all of the Company's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing ("Debts"),</p> <p>(E) (to the extent that the same are not the subject of a specific assignment or charge pursuant to the foregoing paragraphs) charges to the Trustee as agent for itself and the Stockholders from time to time by way of fixed charge all of the Company's rights and benefits under any agreements entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith), any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, any beneficial interest, claim or entitlement of the Company in any pension fund, the Company's present and future goodwill, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and the Company's present and future uncalled capital</p> <p>1 1 The assignments by the Company in clause 1 1 are subject to the proviso that following the end of the Security Period the Trustee shall reassign to the Company or other person entitled thereto (without recourse or warranty and at the Company's expense) the subject matter of those assignments or, as the case may be, the balance thereof or other property or assets representing the same</p> <p>2 Floating Charge</p> <p>2 1 The Company with full title guarantee, as security for the payment and performance of the Secured Liabilities, charges in favour of the Trustee as agent for itself and the Stockholders from time to time by way of floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by this Deed</p> <p>2 2 The Trustee by notice to the Company may convert the floating charge hereby created into a specific charge as regards</p> <p>(A) all or any of the Company's assets specified in the notice if (i) the security constituted hereby shall become immediately enforceable, or (ii) the Trustee considers such 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, or</p> <p>(B) any Security Asset which becomes the subject of a Security Interest granted by the Company other than with the consent of the Trustee</p> <p>2 3 The floating charge hereby created shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge</p> <p>(A) on the appointment of a trustee in bankruptcy, liquidator, administrator or similar officer to the Company or on the making of any administration application (as defined in the Enterprise Act 2002 or otherwise), or</p> <p>(B) on the making of any order or the passing of any resolution of the Company for the liquidation, winding-up or dissolution of the Company, or</p> <p>(C) on the appointment by the Trustee of a Receiver or Receivers of the whole or any part of the Security Assets, or</p> <p>(D) on the occurrence of any other Event of Default</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	<p>2 4 The Company shall not (and shall procure that its directors shall not) make any administration application (as defined in the Enterprise Act 2002 or otherwise) in respect of the Company, nor take any step to appoint an administrator thereof</p> <p>2 5 Service by the Trustee of a notice pursuant to clause 4 2 in relation to any class of the Company's assets shall not be construed as a waiver or abandonment of the Trustee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Trustee</p> <p>"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to this Deed, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company,</p> <p>"Mortgaged Property" means the freehold and/or leasehold property specified in the Schedule attached hereto and any other freehold or leasehold property for the time being comprised in the definition of "Security Assets",</p> <p>"Premises" means all buildings and erections for the time being comprised within the definition of "Security Assets",</p> <p>"Related Rights" means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise any proceeds thereof, all rights to demand the same, and the debts represented thereby,</p> <p>"Security Assets" means subject as herein provided, all property assets and undertaking of the Company which are expressed to be the subject of any Security Interest created hereby or pursuant hereto,</p> <p>"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company under the Loan Stock Instrument in relation to Tranche C and Tranche A together with all costs, charges and expenses on a full indemnity basis incurred by the Trustee in the protection, preservation and enforcement of its rights in relation thereto,</p> <p>"Security Period" means the period beginning on the date hereof and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Security Interests hereby created have been unconditionally and irrevocably released and discharged,</p> <p>"Stockholders" means the person or persons for the time being entered in the register of stockholders as holders of the Stock,</p> <p>"Stock" means the principal moneys represented by Tranche C and Tranche A of the £3,840,007 Secured Loan Stock 2016 constituted by the Loan Stock Instrument (as the case may require) the amount thereof and any interest for the time being outstanding,</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7656803  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 JULY 2011  
AND CREATED BY MOMENTOUS MOVING HOLDINGS LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CORE CAPITAL 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 2 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES