

MG01

Particulars of a mortgage or charge

217729/45 Comp



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 for a Scottish
company. To do this, please use
form MG01s

THURSDAY



A40 15/12/2011 #110
COMPANIES HOUSE

1 Company details

Company number 0 7 7 8 5 5 8 2

Company name in full NEWINCCO 1124 LIMITED (the "Chargor")

For official use

→ **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 d0 d9 m1 m2 y2 y0 y1 y1

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, as principal or
surety and/or in any other capacity whatsoever, owed by the Chargor
to the Chargee under each Finance Document except for any
obligation or liability which, if it were so included, would cause that
obligation or liability or any of the security in respect thereof, to be
unlawful or prohibited by any applicable law together with all costs,
charges and expenses incurred by the Chargee in connection with
the protection, preservation or enforcement of its rights against the
Chargor (the "Secured Obligations")

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 HSBC BANK PLC (the "Chargee") as security agent

Address Global House, High Street,
Crawley, West Sussex

Postcode R G 1 0 1 D L

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 See continuation sheet

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 *J. Hoonits*

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 Elizabeth Judd

Company name Shoosmiths

Address Apex Plaza

Forbury Road

Post town Reading

County/Region Berkshire

Postcode R G 1 1 S H

Country UK

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868854 (re EZW/205325 5)



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

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 1 CHARGES</p> <p>The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 has charged in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations</p> <p>1 1 1 by way of legal mortgage, the Real Property,</p> <p>1 1 2 by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to the Chargor (other than property charged under Clause 3 2 1 of the Debenture as described at paragraph 1 1 1 above),</p> <p>1 1 3 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,</p> <p>1 1 4 by way of fixed charge, all present and future Receivables,</p> <p>1 1 5 by way of fixed charge, its interest in</p> <p style="padding-left: 40px;">a) all present and future Investments, and</p> <p style="padding-left: 40px;">b) all Investment Derivative Rights,</p> <p>1 1 6 by way of fixed charge, all present and future Intellectual Property Rights from time to time owned, possessed or controlled by it,</p> <p>1 1 7 by way of fixed charge all of its rights in respect of any amount standing to the credit of the Account and the debt represented by that Account,</p> <p>1 1 8 by way of fixed charge, the goodwill of the Chargor,</p> <p>1 1 9 by way of fixed charge, the uncalled capital of the Chargor,</p> <p>1 1 10 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under Clause 3 3 of the Debenture (as described at paragraph 1 2 below),</p> <p>1 1 11 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under Clause 3 3 of the Debenture (as described at paragraph 1 2 below),</p> <p>1 1 12 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with the use of any Charged Property, and the right to any compensation in respect of any of them,</p> <p>1 1 13 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future, and</p> <p>1 1 14 by way of floating charge, the whole of the Chargor's undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Debenture (the</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 style="text-align: center;">"Floating Charge Property")</p> <p>1 2 Security Assignment</p> <p>The Chargor with full title guarantee has assigned to the Chargee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the</p> <p>1 2 1 Material Contracts, and</p> <p>1 2 2 Insurance Policies</p> <p>2 NEGATIVE PLEDGE</p> <p>2 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property, other than</p> <p>2 1 1 any Permitted Security,</p> <p>2 1 2 any lien arising by operation of law,</p> <p>2 1 3 in the ordinary course of trading, and</p> <p>2 1 4 not as a result of any default or omission by the Chargor</p> <p>2 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property</p> <p>3 DEFINITIONS</p> <p>In this form MG01</p> <p>"Account" means</p> <p>a) the mandatory prepayment account to be held by the Chargor with the Chargee or such other account or accounts as the Chargee may from time to time designate in writing,</p> <p>b) the holding account to be held by the Chargor with the Chargee or such other account or accounts as the Chargee may from time to time designate in writing, and</p> <p>(c) all Related Rights,</p> <p>"Charged Property" means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to the Debenture,</p> <p>"Existing Key Man Policy" means the key man life assurance policy for £2,000,000 with</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

Legal & General in relation to the death of James Gordon,

"Facility Agreement" means the £5,000,000 sterling term loan facility and the £3,000,000 sterling revolving credit facility agreement made between the Chargee and the Chargor on or around the date of the Debenture, as the same may be amended, varied, supplemented or substituted from time to time,

"Finance Documents" has the meaning given to it in the Facility Agreement,

"Insurance Policy" means any policy of insurance and cover note in which the Chargor may from time to time have an interest, but shall not include the Existing Key Man Policy or any third party liability policies,

"Intellectual Property Rights" means

- a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered,
- b) the benefit of all applications and rights to use such assets, and
- c) all Related Rights,

"Investments" means

- a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the 5926667 ordinary shares held by the Chargor in DiGiCo Europe Limited (company number 06266402)), and
- b) all Related Rights (including all rights against any trustee, fiduciary or clearance system),

"Investment Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment,

"Material Contracts" means

- a) the Acquisition Agreement,
- b) any other contract entered into by the Chargor that may from time to time be designated as such by the Chargee and the Chargor as a Material Contract, and
- b) all Related Rights,

"Permitted Security" has the meaning given to it in the Facility Agreement,

"Plant and Machinery" means all equipment, machinery, plant, computers, office

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

equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of the Debenture become, the property of the Chargor (but for the avoidance of doubt, excluding any such assets which are now or at any time after the date of the Debenture hired to the Chargor),

"Real Property" means

- a) any freehold, leasehold or other immovable property (including the property (if any) specified in Schedule 1 to the Debenture),
- b) any buildings, fixtures or fittings from time to time situated on or forming part of such property (including any trade textures and fittings), and
- c) all Related Rights,

"Receivables" means

- a) all present and future book and other debts and monetary claims owing to a Chargor, and
- b) all Related Rights, and

"Related Rights" means, in relation to any asset,

- a) the proceeds of sale of any part of that asset,
- b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- d) any income, moneys and proceeds paid or payable in respect of that asset



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7785582
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 DECEMBER
2011 AND CREATED BY NEWINCCO 1124 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HSBC BANK PLC AS SECURITY AGENT 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 15 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER
2011

OP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES