

288442 / 26

In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

## Particulars of a mortgage or charge

**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

WEDNESDAY



A04 \*A224B41M\* 13/02/2013 #224  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 1 3 0 6 3 3 5	<b>13</b> → <b>Filling in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Imagination Technologies Limited (the "Chargor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d0 d8 m0 m2 y2 y0 y1 y3	
<b>3</b>	<b>Description</b>	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' A debenture dated 8 February 2013 made between the Chargor, Imagination Technologies Group Plc and HSBC Bank plc (as Security Agent) (the "Debenture")	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the mortgage or charge The amount secured in the continuation pages to this form.	<b>Continuation page</b> Please use a continuation page if you need to enter more details

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## 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 (as "Security Agent")

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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 As specified in the continuation pages to this form

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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

Nil

### 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 *Eversheds LLP*

X

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

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### 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 Nick Swiss

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode EC2V 7WS

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 9797



### 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)

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### Amount secured

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

Amount secured

The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**")

Capitalised terms used in this form are defined in the Appendix to this form.

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### 1 SECURITY

#### 1.1 Fixed charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent the following assets

1.1.1 **First legal mortgage on specified Property** - by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) to the Debenture (as set out in Schedule 3 of this form);

1.1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture (as set out in paragraph 1.1.1 above)), (b) any other rights, title or interest of the Chargor in Property, wherever situated, and (c) all Associated Rights in relation to its Property;

1.1.3 **First fixed charges in respect of Designated Chattels** - by way of first fixed charge, (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Debenture (as set out in paragraphs 1.1.1 and 1.1.2 above)), and (b) all Associated Rights in relation to such Designated Chattels,

1.1.4 **First fixed charges in respect of other chattels** - by way of first fixed charge,

(a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as set out in paragraphs 1.1.1, 1.1.2 or 1.1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.4 of the Debenture (as set out in this paragraph 1.1.4) and (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3.1.4 of the Debenture (as set out in this paragraph 1.1.4);

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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- 1.1.5 **First fixed charge on specified Shares** - by way of first fixed charge, (a) the Shares (if any) listed in respect of the Chargor in Schedule 5 (*Shares*) to the Debenture (as set out in Schedule 4 of this form) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 1.1.6 **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3 1.5 of the Debenture (as set out in paragraph 1.1.5 above) or Joint Venture Shares) and (b) all Distribution Rights from time to time accruing to or on such Investments;
- 1.1.7 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 of the Debenture (as set out in paragraph 1 2 3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- 1.1.8 **First fixed charges in respect of book debts** - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor and (b) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.1.9 **First fixed charge on Specified Bank Balances** - by way of first fixed charge, all of the Specified Bank Balances in respect of the Chargor;
- 1.1.10 **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.9 of the Debenture (as set out in paragraph 1.1.9 above));
- 1.1.11 **First fixed charge on Intellectual Property** - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 of the Debenture (as set out in paragraph 1.2.4 below), by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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**1.1.12 First fixed charges in respect of Authorisations** - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 of the Debenture (as set out in paragraphs 1.2.1 or 1.2.5 below) respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;

**1.1.13 First fixed charge on contracts** - to the extent that they do not fall within any other provision of Clause 3.1 (*Fixed Charges*) of the Debenture (as set out in this paragraph 1.1) and are not effectively assigned under Clause 3.2.2 of the Debenture (as set out in paragraph 1.2.2 below), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party,

**1.1.14 First fixed charge on goodwill and uncalled capital** - by way of first fixed charge, all the goodwill and uncalled capital of the Chargor, and

**1.1.15 First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

### 1.2 Assignments by way of security

As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Agent all (if any) its rights, title and interest in and to the following assets:

**1.2.1 Authorisations** - all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations,

**1.2.2 Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;

**1.2.3 Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Chargor,



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Please give us the short particulars of the property mortgaged or charged

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1 2 4 **Intellectual Property** - the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Agent shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business; and

1.2.5 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (*Fixed charges*) of the Debenture (as set out in paragraph 1.1 above) or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 of the Debenture (as set out in paragraphs 1.2.1 to 1.2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

### 1.3 Floating charge

1.3 1 As further continuing security for the payment, discharge and performance to the Security Agent of the Secured Obligations, the Chargor charges in favour of the Security Agent, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.

1 3 2 The floating charge created by Clause 3.5.1 of the Debenture (as set out in paragraph 1.5.1 above) is deferred, in relation to the Chargor, in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Transaction Security Documents in favour of the Security Agent as security for the Secured Obligations

### 1.4 Conversion of floating charge

1.4.1 The Security Agent may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:

1.4 1.1 an Event of Default has occurred which is continuing; or

1.4.1.2 the Security Agent (acting reasonably) is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced

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against such assets, or (c) such assets are otherwise in jeopardy.

1 4 2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Agent shall require

#### 1.5 Automatic conversion of floating charge

In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3 6 (*Conversion of floating charge*) of the Debenture (as set out in paragraph 1 6 above)

1 5 1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Agent, or

1.5.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under Clause 3.6 (*Conversion of floating charge*) of the Debenture (as set out in paragraph 1 6 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor

#### 1.6 Continuing security

The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding

#### 1.7 Miscellaneous

1 7 1 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

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Please give us the short particulars of the property mortgaged or charged

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1.7.2 Clauses 3.1.2 to 3.1.15 of the Debenture (as set out in paragraphs 1.1.2 to 1.1.15 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such

1.7.3 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule to the Debenture shall not affect the validity or enforceability of the charges created by the Debenture.

## 2 NEGATIVE PLEDGE

2.1 During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in Clause 5.1 of the Debenture (as set out in this paragraph 2.1), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset and where the arrangement or transaction is not permitted under the Facilities Agreement.

2.2 Clause 5.1 of the Debenture (as set out in paragraph 2.1 above) does not apply to any Security or Quasi Security which is Permitted Security.

## 3. POWER OF ATTORNEY

3.1 The Chargor irrevocably and by way of security appoints the Security Agent and each Receiver and any person nominated for the purpose by the Security Agent or the Receiver (in writing, under hand, signed by an officer of the Security Agent or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13.2 of the Debenture (as set out in paragraph 3.2 below).

3.2 The power of attorney granted in Clause 13.1 of the Debenture (as set out in paragraph 3.1 above) allows the Security Agent, the Receiver or the

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relevant nominee, in the name of the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under the Debenture and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Debenture or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Agent or the Receiver under, or otherwise for the purposes of, the Debenture

- 3.3 The Chargor covenants with the Security Agent to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with Clause 13 of the Debenture (as set out in this paragraph 3)

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Please give us the short particulars of the property mortgaged or charged

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	Langley, Herts, WD4 8LZ
<b>Freehold/Leasehold Estate:</b>	Freehold
<b>Title Details (where applicable):</b>	HD147657
<b>County and District (or London Borough):</b>	Hertfordshire

## 2. Name of legal and beneficial owner: Imagination Technologies Limited

<b>Address of Property:</b>	The property known as:  Imagination House, Station Road, Chepstow, Gwent, NP16 5PB
<b>Freehold/Leasehold Estate:</b>	Freehold
<b>Title Details (where applicable):</b>	WA556461
<b>County and District (or London Borough):</b>	Monmouthshire

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## Short particulars of all the property mortgaged or charged

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### Schedule 1 (Specified Bank Balances)

	Name of Chargor	Name or designation of bank account	Number of bank account	Name of bank and branch at which account held
1.	Imagination Technologies Limited	Imagination Technologies Limited	403333 / 81632329	HSBC Bank plc Milton Keynes, PO Box 1888, Coventry, England CV3 9WN
2	Imagination Technologies Limited	Imagination Technologies Limited (Australian Dollar Account)	400515 / 69987060	HSBC Bank plc, International Branch, London, EC3M 4BA
3.	Imagination Technologies Limited	Imagination Technologies Limited (Euro Account)	400515 / 58173739	HSBC Bank plc, International Branch, London, EC3M 4BA
4.	Imagination Technologies Limited	Imagination Technologies Limited (US Dollar Account)	400515 / 58173747	HSBC Bank plc, International Branch, London, EC3M 4BA

### Schedule 2 (Charged Contracts)

The Debenture does not specify any Charged Contracts relating to the Chargor.

### Schedule 3 (Details of Property)

1. Name of legal and beneficial owner: Imagination Technologies Limited

<b>Address of Property:</b>	<p>The property known as:</p> <p>Imagination House, Home Park Estate, Kings Langley, Herts, WD4 8LZ</p> <p>Old Imagination House, Home Park Estate, Kings Langley, Herts, WD4 8LZ</p> <p>Innovation Centre, Home Park Estate, Kings</p>
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### Schedule 4 (Shares)

The Debenture does not specify any Shares relating to the Chargor

### Schedule 5 (Designated Chattels)

The Debenture does not specify any chattels relating to the Chargor

## APPENDIX

### DEFINITIONS AND CONSTRUCTION

#### Definitions

In this form and its Appendices the following definitions apply:

**"Accounting Principles"** has the meaning given to it in the Facilities Agreement

**"Associated Rights"** means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Bank Balances"** means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

**"Charged Contracts"** means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 (*Charged Contracts*) to the Debenture (as set out in schedule 2 of this form) in respect of the Chargor.

**"Chargor"** has the meaning given to it on page 1 of this form.

**"Debenture"** has the meaning given to it on page 1 of this form

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Security Agent.

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**"Derivative Payment"** means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

**"Designated Chattels"** means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 6 (*Designated Chattels*) to the Debenture (as set out in schedule 5 of this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

**"Discharge Date"** means the date with effect from which the Security Agent confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

**"Distribution Rights"** means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment

**"Dividends"** means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

**"Event of Default"** means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Facilities Agreement.

**"Facilities Agreement"** means a facilities agreement dated 13 December 2012 between, amongst others, the Chargor and HSBC Bank plc as Original Lender and the Security Agent

**"Finance Document"** has the meaning given to it in the Facilities Agreement.

**"Finance Party"** has the meaning given to it in the Facilities Agreement

**"Financial Indebtedness"** has the meaning given to it in the Facilities Agreement.

**"First Chargor"** means Imagination Technologies Group Plc, a company incorporated in England and Wales with company number 02920061.

**"Floating Charge Assets"** means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture

**"Group"** has the meaning given to it in the Facilities Agreement.

**"Insurance Proceeds"** means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the



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relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

**"Insurances"** means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (a) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

**"Investment"** means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

**"Joint Venture"** means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

**"Joint Venture Shares"** means any Shares held by the Chargor in any Joint Venture.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (*Increase*) or Clause 29 (*Changes to the Lenders*) of the Facilities Agreement,

## MG01 - continuation page

Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement.

**"Obligor"** has the meaning given to it in the Facilities Agreement

**"Party"** means an original party to the Debenture or any person which becomes a party by the execution and delivery of a Deed of Accession

**"Permitted Security"** has the meaning given to it in the Facilities Agreement.

**"Property"** means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property

**"Quasi-Security"** has the meaning given to that term in Clause 24.10 (*Negative pledge*) of the Facilities Agreement

**"Real Property"** means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

**"Receiver"** means any one or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor.

**"Secured Assets"** means the assets the subject of any Security created by the Debenture

**"Secured Obligations"** has the meaning given to it in the continuation page to section 4 of this form

**"Secured Parties"** means each Finance Party from time to time party to the Facilities Agreement, any Receiver or Delegate.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** has the meaning given to it on page 2 of this form.

**"Security Period"** means the period beginning on the date of the Debenture and ending on the Discharge Date

**"Shares"** means (in relation to the Chargor) all shares (if any) specified in Schedule 5 (*Shares*) to the Debenture (as set out in schedule 4 of this form) in respect of the

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest

**"Specified Bank Balances"** means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture (as set out in schedule 1 of this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

**"Specified Shares"** means in relation to the Chargor the Shares specified in Schedule 5 (*Shares*) to the Debenture (as set out in schedule 4 of this form) opposite its name.

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

**"Transaction Security Documents"** has the meaning given to it in the Facilities Agreement.



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

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

**COMPANY NO. 1306335  
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 FEBRUARY  
2013 AND CREATED BY IMAGINATION TECHNOLOGIES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR AND EACH GRANTOR OF  
SECURITY TO THE SECURED PARTIES (OR ANY OF THEM) 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 13 FEBRUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 FEBRUARY  
2013

*DX*



**Companies House**



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