

MG01

Particulars of a mortgage or charge

735813/104

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



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03/03/2011

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COMPANIES HOUSE

1

**Company details**

Company number 0 1 6 0 0 9 1 0

Company name in full B I B (DARLINGTON) LIMITED (the "Company")

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 d 2 d 2 m 0 m 2 y 2 y 0 y 1 y 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 Deed of Accession (the "Deed of Accession") to a debenture dated 30 June 2006 between Cullum Capital Ventures Limited (the "Parent"), each of the companies named therein as Chargor and Bank of Scotland plc as agent and trustee for itself and the Secured Parties (the "Security Trustee") (the "Existing Debenture")

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**Amount secured**

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

Amount secured The present, future, actual and contingent liabilities of the Chargors (including the Company) to any Secured Party under or pursuant to the Finance Documents (the "Secured Liabilities")

**Continuation page**

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

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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	Bank of Scotland plc (as agent and trustee for itself and the Secured
Address	Parties)
	c/o Lloyds TSB Bank plc 25 Gresham Street London
Postcode	E C 2 V 7 H N
Name	
Address	
Postcode	

**Continuation page**

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

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

See attached Continuation Sheets

**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><b>1 DEFINITIONS</b></p> <p>In the interpretation of this Form MG01 the following words and expressions shall have the respective meanings given to them -</p> <p>"Accession Letter" means a document substantially in the form set out in schedule 7 (Form of Accession Letter) of the Facility Agreement,</p> <p>"Acquisition" means any acquisition by a Group Company of any Target, Target Shares or Target Assets in accordance with an Acquisition Agreement,</p> <p>"Acquisition Agreement" means any sale and purchase agreement or asset purchase agreement relating to an Acquisition together with any related agreements giving any Group Company a right or claim against any vendor or any third party in connection with any Acquisition or transferring title to any Group Company of any asset acquired under those agreements (but, for the avoidance of doubt, shall not include any disclosure letter),</p> <p>"Additional Chargor" means a member of the Group which becomes a Chargor by executing a Deed of Accession,</p> <p>"Agent" means Bank of Scotland plc in its capacity as agent for the Finance Parties or a successor agent appointed under clause 27 12 (Resignation of the Agent) of the Facility Agreement,</p> <p>"Ancillary Document" means a document setting out the terms on which Ancillary Facilities are made available,</p> <p>"Ancillary Facilities" means the working capital facility up to £1,000,000 made available by the Ancillary Lender pursuant to the Ancillary Document,</p> <p>"Ancillary Lender" means Bank of Scotland plc,</p> <p>"Arranger" means Bank of Scotland plc,</p> <p>"Charged Property" means the Chargors' assets (and every part of them) mortgaged, assigned or charged to the Security Trustee by or pursuant to the Debenture,</p> <p>"Chargor" means the Parent and any Additional Chargor,</p> <p>"Facility" means the term loan facility to be made available to a Borrower by a Lender as described in clause 2 1 (The Facility) of the Facility Agreement,</p> <p>"Facility Agreement" means a facility agreement dated 30 June 2006 and made between (1) the Parent, (2) the companies listed in part 3 of schedule 2 therein, (3) Bank of Scotland plc as mandated lead arranger, (4) Bank of Scotland plc as original lender, (5) Bank of Scotland as Agent and (6) Bank of Scotland as Security Trustee,</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Parent and the Arranger, the Agent and the Security Trustee, setting out any of the fees referred to in clause 11 (Fees) of the Facility Agreement,</p> <p>"Finance Document" means the Facility Agreement, the Intercreditor Agreement, any Fee Letter, the Hedging Strategy Letter, the Syndication Side Letter, the Ancillary Documents, any Accession Letter, any Hedging Agreement, any Transfer Certificate, or any Security Document and any other document designated as such by the Agent,</p> <p>"Finance Parties" means the Arranger, the Agent, the Security Trustee, each Ancillary Lender and each Lender and shall be deemed to include any Lender in its capacity as a party to a Hedging Agreement and Finance Party means any of them,</p> <p>"Floating Charge Property" has the meaning given to that term in clause 2(g) below,</p> <p>"Group" means the Parent, each Target and each of their respective Subsidiaries for the time being and "Group Company" means any one of them,</p> <p>"Hedging Agreement" means each agreement entered into or to be entered into between the Parent and a Lender for the purpose of hedging the Parent's interest rate liabilities,</p> <p>(See Continuation Sheet 2)</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>"Hedging Strategy Letter" means the letter dated on or about the date of the Facility Agreement and made between the Parent and the Agent and described on its face as the "Hedging Strategy Letter",</p> <p>"Intercreditor Agreement" means the intercreditor deed dated 14 September 2010 between certain debtors, certain senior creditors, certain hedge counterparties, the original PGC creditor, certain intra-group creditors, certain intra-group debtors, the Security Trustee and the Agent,</p> <p>"Legally Mortgaged Property" has the meaning given to that term in clause 2(a) below,</p> <p>"Lender" means each Lender (as defined in the Facility Agreement) and shall include a Lender in its capacity as a party to any Hedging Agreement, and Lender shall be construed accordingly,</p> <p>"Parent" means Cullum Capital Ventures Limited,</p> <p>"Secured Party" means each of the Finance Parties,</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,</p> <p>"Security Document" means each of the documents described in schedule 10 (Security Documents) of the Facility Agreement and any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the obligations of the Obligors under the Finance Documents, each in form and substance satisfactory to the Agent,</p> <p>"Security Period" means the period starting on the date of the Facility Agreement and ending on the date on which all of the liabilities of the obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present, future, actual or contingent, in relation to the Facility,</p> <p>"Security Trustee" includes all successor security trustees appointed under the Facility Agreement and the Intercreditor Agreement from time to time and the Security Trustee is agent and trustee for the Secured Parties,</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1162 of the Companies Act 2006,</p> <p>"Syndication" means the primary syndication of the term loan facility of £80,000,000 granted by the Facility Agreement as contemplated in the Syndication Side Letter,</p> <p>"Syndication Side Letter" means the letter dated on or about the date of the Facility Agreement between the Parent and the Arranger in relation to Syndication, and</p> <p>"Transfer Certificate" means a certificate substantially in the form set out in schedule 6 (Form of Transfer Certificate) of the Facility Agreement or any other form agreed between the Agent and the Parent</p> <p>All other defined terms used in this Form MG01 carry the same meaning as in the Facility Agreement</p> <p>Any document or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, varied, novated, restated, supplemented or replaced from time to time</p> <p><b>2 MORTGAGES, FIXED CHARGES AND FLOATING CHARGE</b></p> <p><b>2 1</b> The Company as a Chargor has charged in favour of the Security Trustee (as agent and trustee for the Secured Parties), as continuing security for the payment discharge and performance of the Secured Liabilities and with full title guarantee</p> <p>(See Continuation Sheet 3)</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>(a) by way of first legal mortgage all estates or interests in the freehold property (if any) as at 22 February 2011 belonging to it and the proceeds of sale of them and all buildings and trade and other fixtures on that property which belong, or are charged, to the Company (the "Legally Mortgaged Property"),</p> <p>(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property which belong to the Company at 22 February 2011 or at any time during the Security Period (other than the Legally Mortgaged Property) and the proceeds of sale of them and all buildings and trade and other fixtures from time to time on any such property which belong, or are charged, to it including without limitation the leasehold property known as 26a Market Place, Bedale, North Yorkshire DL8 1EQ registered at HM Land Registry with title no NYK341209 and the leasehold property known as 150-154 Northgate, Darlington, County Durham DL1 1QU,</p> <p>(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by it as at 22 February 2011 or in the future,</p> <p>(d) by way of fixed charge</p> <p>(i) all stocks, shares, debentures, bonds, notes and loan capital of the Company in any Subsidiary and in any other body corporate, and</p> <p>(ii) all rights to subscribe for or otherwise acquire, redeem or convert any other securities or loan capital,</p> <p>which at 22 February 2011 or in the future belong to it, and all dividends, interest and other income and all other rights of any kind deriving from or incidental to any rights and property listed in paragraph (i) or (ii) above,</p> <p>(e) by way of fixed charge its present (as at 22 February 2011) and future goodwill and its present (as at 22 February 2011) and future uncalled capital,</p> <p>(f) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at 22 February 2011 or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions, including without limitation the domain names <a href="http://www.bibinsurance.co.uk">www.bibinsurance.co.uk</a>, <a href="http://www.bibifa.co.uk">www.bibifa.co.uk</a>, <a href="http://www.scanlaninsurance.co.uk">www.scanlaninsurance.co.uk</a>, <a href="http://www.bibmail.com">www.bibmail.com</a>, <a href="http://www.bibfs.co.uk">www.bibfs.co.uk</a>, <a href="http://www.taxiinsurers.com">www.taxiinsurers.com</a>, <a href="http://www.insurepet.co.uk">www.insurepet.co.uk</a>,</p> <p>(g) by way of floating charge all of the Company's assets and undertaking, present (as at 22 February 2011) and future, other than any assets from time to time or for the time being effectively mortgaged, assigned or charged by way of fixed charge to the Security Trustee (collectively the "Floating Charge Property")</p> <p>2.2 The Company has assigned to the Security Trustee (as agent and trustee for the Secured Parties) by way of security and with full title guarantee (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) all of its present and future rights, title and interest in and to each Acquisition Agreement</p> <p>2.3 The security constituted by or pursuant to the Deed of Accession is in addition to and independent of every other Security Document and no prior security held by the Security Trustee or any other Secured Party over the Charged Property or any part of it shall merge in the security created by or under the Deed of Accession</p> <p>(See Continuation Sheet 4)</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>2 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Deed of Accession</p> <p>3 NEGATIVE PLEDGE</p> <p>3 1 Without the prior written consent of the Security Trustee the Company shall not nor shall it agree or purport to</p> <p>(a) create or permit to subsist any Security whether in any such case ranking in priority to or pari passu with or after the security created by the Deed of Accession other than as permitted under the Facility Agreement, or</p> <p>(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Agreement.</p> <p>4 FURTHER ASSURANCE</p> <p>4 1 The Company as Chargor has agreed, at its own expense, to promptly take whatever action and execute in favour of the Security Trustee (or as it may direct) whatever further legal assignments, transfers, securities and other documents the Security Trustee may require (acting reasonably unless an Event of Default has occurred and is continuing) in order to</p> <p>(a) perfect or improve the security intended to be conferred on the Security Trustee by or pursuant to the Debenture, or</p> <p>(b) facilitate the realisation of all or any of the Charged Property and to exercise all rights and powers conferred on the Security Trustee, any receiver, any administrator or any delegate in connection with that realisation</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

None

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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

DMH Stallard 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

Helen Ripley

Company name

DMH Stallard LLP (Ref hlr/142585-21)

Address

Gainsborough House

Pegler Way

Post town

Crawley

County/Region

West Sussex

Postcode

R H 1 1 7 F Z

Country

England

DX

57102 Crawley

Telephone

01293 605097



**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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)





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

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

**COMPANY NO. 1600910  
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 22  
FEBRUARY 2011 AND CREATED BY B.I.B. (DARLINGTON)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE CHARGORS (INCLUDING THE COMPANY) TO  
ANY SECURED PARTIES 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 3 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2011**



*Companies House*  
— for the record —



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