

# MG01

## Particulars of a mortgage or charge



192613/26

**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**

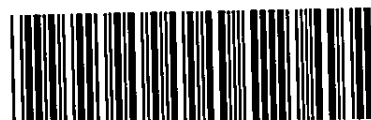
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NO**

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

FRIDAY



A25

\*A12DJGCJ\*

10/02/2012

#113

COMPANIES HOUSE

use

1

### Company details

Company number

03169594

Company name in full

NETNAMES LIMITED (the "Company")

**Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

### Date of creation of charge

Date of creation

31/01/2012

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

SECURITY ACCESSION DEED dated 31 January 2012 between the New Charging Companies, the Parent and the Security Agent (the "Deed of Accession")

4

### Amount secured

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

Amount secured

All money or liabilities due, owing or incurred to any Secured Parties by any Charging Company or any other Obligor under any Finance Document as at 31 January 2012 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 and taking into account the operation of clause 21.11 (English Guarantee Limitations) of the Senior Facilities Agreement (the "Indebtedness")

Continued on continuation page

**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	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED		
Address	8 Canada Square, London as security trustee for itself and the other Secured Parties (the "Security Agent")		
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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1 ACCESSION</b></p> <p>The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 31 January 2012 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company</p> <p><b>2 CHARGING CLAUSE</b></p> <p><b>2 1 Fixed Charges</b></p> <p>The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 31 January 2012 and in the future, from time to time owned by it or in which it has an interest</p> <p>(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property,</p> <p>(b) by way of first fixed charge</p> <p>(i) all other interests (not charged under clause 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights (including the applicable Subsidiary Shares listed in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto),</p> <p>(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,</p> <p>Continued on continuation page</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

N/A

### 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 Ashurst LLP 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 KIH/NZIATA/LLO02 00079/23372448

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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

4

### Amount secured

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

Amount secured

NOTE

In this Form MG01

"Acquisition Documents" means Acquisition Documents as such term is defined in the Senior Facilities Agreement,

"Agent" means HSBC Bank PLC,

"Assigned Agreements" means the Acquisition Documents, the Insurances, the Structural Intra-Group Loans and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and,

(a) (in relation to any date for payment or purchase of euro) any TARGET Day, or

(b) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency;

"Cash Collateral Accounts" means the Holding Account and the Mandatory Prepayment Account, and any other holding account set out in schedule 5 to the Deed of Accession/or such other accounts as the Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed),

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession,

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in schedule 5 to the Deed of Accession and/or such other accounts as the Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Debenture" means a debenture dated 13 December 2011 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent as previously supplemented and amended by earlier Security Accession Deeds (if any),

"Declared Default" means an Event of Default which has resulted in the Agent exercising any of its rights under clause 26 20 (Acceleration) of the Senior Facilities Agreement,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Events of Default" means any event or circumstance specified as such in clause 26 (Events of Default) of the Senior Facilities Agreement,

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

"Finance Documents" means the Finance Documents (including, for the avoidance of doubt, any Hedging Document) as such term is defined in the Senior Facilities Agreement,

"Finance Parties" means each Finance Party as such term is defined in the Senior Facilities Agreement,

"Floating Charge Asset" means an asset charged under clause 2.4 (Floating Charge) of the Deed of Accession, as set out in clause 2.2 in this Form MG01,

"Group" means the the Parent and each of its Subsidiaries for the time being,

"Hedging Document" means the Hedging Documents as such term is defined in the Senior Facilities Agreement,

"Holding Account" means an account

(a) held in England by an Obligor with the Agent,

(b) identified in a letter between the Parent and the Agent as a Holding Account,

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent (acting reasonably), and

(d) from which no withdrawals can be made by that Obligor except as contemplated by the Senior Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time),

"Insurances" means all policies of insurance and all proceeds of them either as at 31 January 2012 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered (which may subsist as at 31 January 2012 or in the future),

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may subsist as at 31 January 2012 or in the future),

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Mandatory Prepayment Account" means an interest bearing account.

(a) held in England by an Obligor with the Agent,

(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and the Security Agent,

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

(d) from which no withdrawals may be made by that Obligor except as contemplated by the Senior Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time),

"New Charging Companies" means the companies listed as the new charging companies in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto,

"Nominated Account" means an account nominated by the Security Agent for the collection of proceeds of any Other Debts,

"Obligors" means a Borrower or a Guarantor as both such terms are defined in the Senior Facilities Agreement,

"Other Debts" means the debts and claims identified in clause 2 3(b)(v) of the Deed of Accession, as set out in clause 2 1(b)(v) in this Form MG01,

"Parent" means Newton Holdco 2 Limited (CRN 07772335),

"Quasi Security" has the meaning given to that term in clause 25 15 (Negative Pledge) of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Deed of Accession,

"Secured Parties" means the Secured Parties as such term is defined in the Senior Facilities Agreement,

"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 Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 7 to the Deed of Accession, with those amendments which the Security Agent may approve or reasonably require,

"Security Principles" means the principles set out in schedule 11 (Security Principles) to the Senior Facilities Agreement;

"Senior Facilities Agreement" means the facilities agreement dated 13 December 2011 under which HSBC Bank PLC, Lloyds TSB Bank plc and The Royal Bank of Scotland plc have made available facilities to Newton Bidco Limited (CRN 07742748) and certain other members of the Group,

"Structural Intra Group Loan" means Structural Intra Group Loan as such term is defined in the Senior Facilities Agreement,

"Subsidiary" means Subsidiary as such term is defined in the Senior Facilities Agreement;

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto, and as specified in any relevant Security Accession Deed, and

"TARGET Day" means TARGET Day as such term is defined in the Senior Facilities Agreement

# 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

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

(vi) all monies standing to the credit of any and all its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts (and in particular such relevant accounts specified in schedule 5 to the Deed of Accession) with any bank, financial institution, or other person and all rights related to those accounts,

(vii) all its Intellectual Property (including the relevant Intellectual Property listed in schedule 6 to the Deed of Accession, as set out in schedule 5 hereto),

(viii) all rights and interest in the Hedging Documents,

(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(x) its goodwill and uncalled capital, and

(xi) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements (including the relevant Assigned Agreements listed in schedule 4 to the Deed of Accession, as set out in schedule 4 hereto)

**2 2 Floating Charge**

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both as at 31 January 2012 and in the future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above, or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below

**2 3 Security Assignment**

(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, including those applicable Assigned Agreements identified in schedule 4 (Assigned Agreements) to the Deed of Accession, as set out in schedule 4 hereto, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8.8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the Assigned Agreements that it is a party to

**2 4 Conversion of Floating Charge**

If



# 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

(a) a Declared Default has occurred, or

(b) the Security Agent (acting reasonably) is of the view that, except as permitted by the Finance Documents any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice. The Company shall within three Business Days following such request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent reasonably requires.

#### 2.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Finance Documents or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, except as permitted by the Finance Documents, or with the prior consent of the Security Agent the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

### 3 FURTHER ASSURANCE

#### 3.1 General

(a) Subject to the Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee (s)).

(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession.

(b) Subject to the Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Deed of Accession.

# 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

(c) Notwithstanding anything to the contrary set out in paragraphs (a) and (b) above, subject to the Security Principles, the Company shall not, prior to an Event of Default, be required to perfect the Security granted under the Deed of Accession, to the extent that such perfection would have a material adverse effect on its ability to conduct its operations and business in the ordinary course or as otherwise permitted by the Finance Documents (including, without limitation, notification of receivables security to third party debtors (other than, for the avoidance of doubt, Finance Parties))

#### 4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, or

(b) sell, transfer or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent

#### SCHEDULES

##### SCHEDULE 1

##### New Charging Companies

New Charging Company	Registered Number
NetNames Limited	03169594
Editfile Limited	03317750

##### SCHEDULE 2

##### Details of Freehold and Leasehold Properties

##### Registered Land

None as at 31 January 2012

##### Unregistered Land

##### Leasehold Property

None as at 31 January 2012

# 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

#### SCHEDULE 3

Details of Subsidiary Shares

None as at 31 January 2012

#### SCHEDULE 4

Assigned Agreements

None as at 31 January 2012

#### SCHEDULE 5

Intellectual Property

None as at 31 January 2012



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

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

**COMPANY NO. 3169594  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED  
DATED 31 JANUARY 2012 AND CREATED BY NETNAMES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY CHARGING COMPANY OR ANY OTHER  
OBLIGOR TO ANY SECURED PARTIES 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 10 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY  
2012

