

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

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



What this form is NOT

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

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COMPANIES HOUSE

use

1

Company details

Company number

3 6 7 0 5 4 9

Company name in full

City Shields Incident Management Limited (the "Chargor")

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

3 1 0 7 2 0 1 0

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

A composite guarantee and debenture (the "Debenture") between, inter alia, the Chargor and Evander Limited (the "Vendor")

4

Amount secured

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

Amount secured

All monies and liabilities on or after the date of the Debenture due, owing or incurred by the Chargor to the Vendor under the Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Vendor under any Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance or its equivalent in any other jurisdiction ("**Secured Obligations**")

Unless otherwise defined herein, all defined terms used in this form shall have the meaning set out in the Debenture

Continuation page

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

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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	Evander Limited (the "Vendor")
Address	Lakeside, 300 Old Chapel Way, Broadland Business Park, Norwich
	Norfolk
Postcode	N R 7 0 W G
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

- 1 Charging provisions**
- 1 1 General**
The Chargor agreed that all Security created by the Chargor under clauses 3 2 to 3 5 inclusive of the Debenture was
- (a) a continuing security for the payment and discharge of the Secured Obligations,
 - (b) granted with full title guarantee,
 - (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
 - (d) granted in favour of the Vendor
- 1 2 Legal mortgages**
The Chargor charged by way of legal mortgage
- (a) the Properties (although there were no Properties specified in Schedule 2 of the Debenture),
 - (b) all other interests and estates in freehold, leasehold or commonhold property, and, in each case, all Premises and Fixtures on such property for the time being
- 1 3 Assignments**
- (a) The Chargor assigned
 - (i) the Relevant Agreements to which it is a party, and
 - (ii) the Relevant Policies to which it is a party
 - (b) The Chargor agreed that it should remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party
 - (c) Notwithstanding the other terms of clause 3 3 of the Debenture, prior to the occurrence of an Event of Default which is continuing, it was agreed that the Chargor may, subject to the other terms of the Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements
- 1 4 Fixed charges**
The Chargor charged by way of fixed charge
- (a) all other interests and estates in any freehold, leasehold or commonhold property,
 - (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
 - (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
 - (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,

(Continued on the continuation page attached)

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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

(Continued from form MG01)

- (e) the Subsidiary Shares together with all Related Rights (although no Subsidiary Shares were specified in Schedule 3 of the Debenture),
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person (each an **Account**),
- (i) all its Intellectual Property,
- (j) all its goodwill and uncalled capital,
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (l) to the extent that any legal mortgage in clause 3.2 of the Debenture or any assignment in clause 3.3 of the Debenture is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause

1.5 Floating charge

The Chargor charged by way of floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4 of the Debenture

2 Negative pledge

2.1 The Chargor agreed that it should not create or permit to subsist any Security over any of its assets

2.2 The Chargor agreed that it should not

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by another Chargor or 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 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,
- 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

2.3 It was agreed that Clauses 5.1 and 5.2 of the Debenture do not apply to any Security or arrangement which is Permitted Security

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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

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 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 *Wragge & 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	Jonathan Segal
Company name	Wragge & Co LLP
Address 3 Waterhouse Square	
142 Holborn	
Post town	London
County/Region	
Postcode	E C 1 N 2 S W
Country	United Kingdom
DX	DX 155790 BLOOMSBURY 8
Telephone	08709031000
 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:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3670549
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 31 JULY 2010 AND CREATED BY CITY
SHIELDS INCIDENT MANAGEMENT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO EVANDER LIMITED 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 7 AUGUST 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2010



Companies House
— for the record —



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