

MG01

Particulars of a mortgage or charge



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iris
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 for

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

WEDNESDAY



ANPEDQQT

A11

12/01/2011

257

COMPANIES HOUSE

1

Company details

Company number

0 4 1 1 1 0 7 4

Company name in full

Info Exchange Limited (the "Chargor")

2

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

0 5 0 1 2 0 1 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

Debenture (the "Debenture")

4

Amount secured

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

Amount secured

6.40
All present and future moneys, obligations and liabilities, whether actual or
contingent and whether owned jointly or severally, as principal or surety and
/ or in any other capacity whatsoever, owed by the Chargor to any one or
more of the Finance Parties under or in connection with Finance Documents
and shall include interest on the above from the date of demand until the
date of payment in full (as well after as before judgment) calculated on a
daily basis at the default interest rate, and in the manner described, in the
Facility Agreement (the "Secured Obligations")

For definitions used in this form, please see the definitions section of the
continuation pages attached.

Continuation page

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									
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	<p>1 1 <u>Charges</u></p> <p>The Chargor with full title guarantee charged in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations</p> <p>(a) by way of legal mortgage, the Real Property,</p> <p>(b) by way of fixed charge, any Real Property now or at any time after the date of the Debenture belonging to the Chargor (other than any property referred to under paragraph 1 1(a) above),</p> <p>(c) by way of fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Chargor, both present and future,</p> <p>(d) by way of fixed charge all present and future bank accounts held at an Account Bank, cash at bank and credit balances of the Chargor with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights,</p> <p>(e) by way of fixed charge all present and future Receivables,</p> <p>(f) by way of fixed charge all present and future Investments,</p> <p>(g) by way of fixed charge, all present and future Intellectual Property including the Specific Intellectual Property,</p> <p>(h) by way of fixed charge, the goodwill of the Chargor and its uncalled capital both present and future,</p> <p>(i) by way of fixed charge insofar as any provision of the assignment by way of security referred to in Clause 1 3(a) and (b) below shall not be effective, all rights and interest in and claims under all Insurance Policies (save in respect of Excluded Insurance Proceeds as defined in clause 11 of the Facility Agreement) and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Chargor is entitled under any of the Material Contracts,</p> <p>(j) by way of floating charge, the whole of the Chargor's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Debenture (the "Floating Charge Property")</p> <p>1 2 <u>Qualifying Floating Charge</u></p> <p>Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by the Debenture</p>
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(Continued on continuation page attached)

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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 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).

9 Signature

Please sign the form here

Signature

Signature

X

Wragge & Co LLP

X

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

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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 Harry Bengough

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C I N 2 S W

Country England

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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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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

Continued from form MG01.

1 3 Security Assignment

The Chargor with full title guarantee assigned to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to

- (a) the Insurance Policies, and
- (b) the Material Contracts

The Security Trustee will not require to be given by the Chargor any notice of assignment of the Receivables unless an Event of Default is continuing and any notice of assignment of the Material Contracts unless the Agent has served a notice to accelerate under Clause 27 19 (*Acceleration*) of the Facility Agreement

2 Negative Pledge

Except as permitted in Clause 2 3 below

2 1 The Chargor shall not create or permit to subsist any Security over any of its assets

2 2 The Chargor shall 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 an Obligor,
- (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 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 (together "**Quasi Security**")

2 3 Paragraphs 2 1 and 2 2 above do not apply to any Security or (as the case may be) Quasi-Security, which is

- (a) Permitted Security, or
- (b) a Permitted Transaction

Definitions:

"**Account Bank**" means any bank or financial institution with whom the Chargor holds an account from time to time

"**Agent**" means HSBC Bank Plc,

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with the Facilities Agreement

"**Event of Default**" means any event or circumstance specified as such in the Facility Agreement

"**Excluded Leasehold**" means any leasehold interest (i) under a lease under which the Chargor is obliged to pay a rack rental, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business or operations of the Chargor or (ii) leased to the Chargor on terms which prohibit (either absolutely or subject to the landlord's consent being obtained and where such consent has not been obtained) the creation of any Security over the Chargor's interest in such leasehold property or (iii) in respect of The Bean Store, Newhouse Farm Business Centre, Langley Road, Warwickshire

"**Facility Agreement**" means the term and revolving facilities agreement dated 5 January 2011 and made between, inter alia, the Security Trustee, the Parent, Alcumus Group Limited (a company incorporated under the laws of England and Wales with registration number 07334643) and the Chargor

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Short particulars

"Finance Documents" means the Facility Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (in each case as defined in the Facility Agreement) and each other document designated as a **"Finance Document"** by the Agent and the Chargor and **"Finance Document"** means any of the foregoing

"Finance Parties" means the Agent, the Arranger, the Security Trustee, each Lender, each Hedge Counterparty, the Issuing Bank and each Ancillary Lender (in each case as defined in the Facility Agreement) and **"Finance Party"** means any of them

"Financial Indebtedness" means the principal amount of any indebtedness as defined in the Facility Agreement

"Group" means the Parent, Alcumus Group Limited and each of their respective subsidiaries from time to time including the Chargor

"Insurance Policies" means any policy of insurance and cover note in which the Chargor may from time to time have an interest

"Intellectual Property" means

- (a) all intellectual property rights including, without limitation, all patents (including applications, divisions, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered), copyrights, design rights (whether registered or unregistered), trade marks and service marks (whether registered or unregistered), utility models, rights in trade names and business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, rights in computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above), and
- (b) the benefit of all applications and rights to use such assets of each member of the Group, and
- (c) all Related Rights

"Investments" means any stocks other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system)

"Material Contracts" means the agreements (if any) listed in Schedule 5 (The Material Contracts) of the Debenture and any other contract entered into by the Chargor which (i) does not, under its terms, prohibit charging or assignment of the rights under it and (ii) that is from time to time agreed in writing by the Security Trustee and the Chargor (or which, at any time after the Agent has served a notice to accelerate under the Facility Agreement, is identified in writing by the Agent) as a Material Contract and all Related Rights

"Obligors" means an original or additional borrower or an original or additional guarantor under the Facility Agreement and **"Obligor"** means any of the foregoing

"Parent" means Alcumus Holdings Limited a company incorporated under the laws of England and Wales with registration number 06955372

"Permitted Security" means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of

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Short particulars

any default or omission by any member of the Group,

- (b) any netting or set-off arrangement entered into by any member of the Group with the Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors,
- (c) any netting or set-off arrangement entered into by any member of the Group under a Hedging Agreement for the purposes of determining the obligations of the parties to that agreement by reference to their net exposure under that agreement,
- (d) any netting or set-off arrangements incurred by any member of the Group in the ordinary course of its banking arrangements with any Finance Party or as permitted under paragraph (h) of the definition of Permitted Financial Indebtedness or otherwise as approved in writing by the Agent and the Ancillary Lender,
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (f) any cash deposit charged by way of security to the landlord of any leasehold Real Property occupied by any member of the Group,
- (g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal, and
- (h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (d) of the definition of "Permitted Financial Indebtedness" in the Facility Agreement

"Permitted Transaction" means

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents,
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group, and
- (c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms

"Real Property" means the Chargor's estates or interests in all freehold (including commonhold), leasehold (including the property, if any, specified in Part 1 of Schedule 1 of the Debenture - none such property was specified), and any buildings, fixtures or fittings from time to time situated on or forming part of such property (other than Excluded Leasehold Property) and includes all Related Rights

"Receivables" means all present and future book and other debts and monetary claims owing to the Company and all Related Rights

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Short particulars

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

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

"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 Trustee" means HSBC Bank plc

"Specific intellectual Property" means all present and future Intellectual Property of the Chargor including, without limitation, the Intellectual Property specified in Schedule 6 of the Debenture, if any



04

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4111074
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 JANUARY
2011 AND CREATED BY INFO EXCHANGE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HSBC BANK PLC 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 12 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JANUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES