

MG01

Particulars of a mortgage or charge

742689/39

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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



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22/01/2013

#13

COMPANIES HOUSE

**1** Company details

Company number 0 4 2 6 5 1 4 6

Company name in full Epoq Group Ltd (the "Chargor")

4 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 17 01 2013

**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

The Chargor covenanted with Santander UK plc (as security trustee for the Group Members) together with its successors, its permitted assignees and transferees (the "Lender"), that it will on demand pay all moneys and discharge all liabilities at the date of the Debenture or thereafter due, owing or incurred by it to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present (at the date of the Debenture), future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor (the "Secured Liabilities")

**Definitions**

"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being and "Group Member" means each member of the Group

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

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	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	Santander UK plc (reg no 2294747) as security trustee for each Group Member	
Address	Santander Corporate Banking Lending Operations 298 Deansgate, Manchester	
Postcode	M 3 4 H H	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	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 CHARGES</b></p> <p><b>1 1 Fixed charge</b></p> <p>The Chargor charged to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present (at the date of the Debenture) and future</p> <p>(a) by way of legal mortgage</p> <p>(i) all the property described in Schedule 2 (Properties) of the Debenture (which at the time of its creation was nil), and</p> <p>(ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales at the date of the Debenture belonging to the Chargor,</p> <p>(b) by way of fixed charge</p> <p>(i) (to the extent that they are not the subject of an effective mortgage under paragraph 1 1(a)) all estates or interests in any freehold, leasehold or commonhold property in England and Wales at the date of the Debenture or thereafter belonging to the Chargor,</p> <p>(ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences at the date of the Debenture or in the future held by it to enter on or use land,</p> <p>(iii) the benefit of all other agreements relating to each Property to which it is or may become a party or otherwise entitled,</p> <p>(iv) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession,</p> <p>(v) all its rights, title and interest in the Insurances,</p> <p>(vi) its Investments, including but not limited to those Investments specified in Schedule 3 of the Debenture, which at the time of its creation was the following</p> <p>(A) the Chargor's 2 ordinary shares of £1 each in Epoq Legal Ltd (English registered number 03707955),</p> <p>(B) the Chargor's 2 ordinary shares of £1 each in Epoq (Old) Ltd (English registered number 03909557), and</p> <p>(C) the Chargor's 100 ordinary shares of AUD 1 each in Epoq Group (Australia) Pty Ltd,</p> <p>together with all Related Rights,</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

(vii) all its Intellectual Property, including but not limited to the Intellectual Property specified in Schedule 4 of the Debenture, which at the time of its creation was the following

#### Trade Mark Registrations and Applications

The following registered trade marks of the Chargor

(A) DESKTOP LAWYER (class 9) registered under registered number 2114541 on 01/11/1996 in the UK,

(B) LAWASSURE (classes 9,16, 35, 36 and 42) registered under registered number 2244253 on 01/09/2000 in the UK,

(C) RAPIDOCs (classes 9, 16, 35, 38, 39, 41 and 42) registered under registered number 2244270 on 01/09/2000 in the UK,

(D) RAPIDOCs (classes 9, 16, 38 and 42) registered under registered number 2246296 on 21/09/2000 in the UK,

(E) RAPIDOCs (class 9) registered under registered number 75/642558 on 28/05/2002 in the USA,

(F) RAPIFORMS (classes 9, 35, 38, 39, 41 and 42) registered under registered number 2378979 on 25/11/2004 in the UK,

(G) EPOQ (classes 9, 16, 35, 38, 39, 41 and 42) registered under registered number 2407829 on 30/11/2005 in the UK,

(H) DIRECTLAW (classes 9 and 42) registered under registered number 2523675 on 13/08/2009 in the UK,

(I) RAPIDOCs LAWDRAFT (classes 9 and 42) registered under registered number 2523676 on 13/08/2009 in the UK,

(J) DIRECTLAW (class 35) registered under registered number 2594621 on 15/09/2011 in the UK,

(K) MYLAWYER (class 42) registered under registered number 2685146 on 07/10/2012 in the USA,

(L) LAWDIRECT (classes 9, 35 and 42) registered under registered number 2594624 on 15/09/2011 in the UK, and

(M) MYLAWYER (classes 9, 16, 35 and 42) registered under registered number 2455455 on 14/05/2007 in the UK,

#### Domain Names

The following domain names currently registered by the Chargor

- 1) Allianzlegal co uk,
- 2) Araglegal co uk,
- 3) allprepared co uk,
- 4) clientlaw co uk,
- 5) clientslaw co uk,
- 6) comparethelegals co uk,
- 7) desktoplaw co uk,
- 8) desktoplawyer co uk,
- 9) desktop-lawyer co uk,
- 10) directdocuments co uk,
- 11) directlaw co uk,
- 12) directlawblog co uk,
- 13) directlawdraft co uk,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<ul style="list-style-type: none"> <li>14) directlawuk co uk,</li> <li>15) directlawyer co uk,</li> <li>16) divorcelegalaid co uk,</li> <li>17) documentassembly co uk,</li> <li>18) documentsdirect co uk,</li> <li>19) documentautomation co uk,</li> <li>20) e-lawyering co uk,</li> <li>21) eazylaw co uk,</li> <li>22) epochsoftware co uk,</li> <li>23) epoq co uk,</li> <li>24) Epoqblog co uk,</li> <li>25) epoqgroup co uk,</li> <li>26) Epoqlegal co uk,</li> <li>27) epoqsoftware co uk,</li> <li>28) epoqwills co uk,</li> <li>29) epoq-wills co uk,</li> <li>30) e-lawyering co uk,</li> <li>31) gettingthelegalsright co uk,</li> <li>32) gocomparelegalservices co uk,</li> <li>33) halifaxlawyer co uk,</li> <li>34) hrbriefing co uk,</li> <li>35) identityrecover co uk,</li> <li>36) identityrecovery co uk,</li> <li>37) identity-recovery co uk,</li> <li>38) idrecovery co uk,</li> <li>39) Jonesbusylaw co uk,</li> <li>40) justiceinfamilylaw co uk,</li> <li>41) kindware co uk,</li> <li>42) lasting-power-of-attorney-forms co uk,</li> <li>43) law247 co uk,</li> <li>44) lawassistance co uk,</li> <li>45) lawassurance co uk,</li> <li>46) lawassure co uk,</li> <li>47) lawassured co uk,</li> <li>48) directlawdraft co uk,</li> <li>49) lawextra co uk,</li> <li>50) lawfirmcompare co uk,</li> <li>51) lawinstore co uk,</li> <li>52) lawyercompare co uk,</li> <li>53) lawyr co uk,</li> <li>54) law-assistance co uk,</li> <li>55) legal247 co uk,</li> <li>56) legal-advice-divorce co uk,</li> <li>57) Legalaiddivorce co uk,</li> <li>58) Legalaidonline co uk,</li> <li>59) Legal-aid-divorce co uk,</li> <li>60) legaldocs co uk,</li> <li>61) legalmarketcompare co uk,</li> <li>62) legalmarketcompared co uk,</li> <li>63) legalservicesupermarket co uk,</li> <li>64) legalsnht co uk,</li> <li>65) legalyou co uk,</li> <li>66) Myhomeconveyancer co uk,</li> <li>67) mylawyr co uk,</li> <li>68) mylawyer co uk,</li> <li>69) mylawer co uk,</li> <li>70) mylaywer co uk,</li> </ul>

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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>71) mylawyerlp co uk,  72) mylawyersolicitors co uk;  73) mylegaladvice co uk,  74) mywills co uk,  75) newthinkinginlegalservices co uk,  76) onlinesolicitorsnetwork co uk,  77) online-solicitor-directory co uk,  78) online-solicitors-directory co uk,  79) onlinesolicitordirectory co uk,  80) onlinesolicitorsdirectory co uk,  81) rapidocs co uk,  82) rapidocslawdraft co uk,  83) rapiforms co uk,  84) recommended-solicitor co uk,  85) recommendedlawyer co uk,  86) secureclient co uk,  87) shareholders-agreement co uk,  88) solicitors-inbirmingham co uk,  89) solicitors-in-blackburn co uk,  90) solicitors-inbradford co uk,  91) solicitorsin-bristol co uk,  92) solicitors-incardiff co uk,  93) solicitors-in-cheltenham co uk,  94) solicitors-incoventry co uk,  95) solicitors-inedinburgh co uk,  96) solicitors-inglasgow co uk,  97) solicitors-in-ipswich co uk,  98) solicitors-inleeds co uk,  99) solicitors-inleicester co uk,  100) solicitors-inliverpool co uk,  101) solicitors-luton co uk,  102) solicitors-inmanchester co uk,  103) solicitors-newcastle-upon-tyne co uk,  104) solicitors-in-northampton co uk,  105) solicitors-innorwich co uk,  106) solicitors-innottingham co uk,  107) solicitors-in-oxford co uk,  108) solicitors-inplymouth co uk,  109) solicitors-portsmouth co uk,  110) solicitorsin-reading co uk,  111) solicitors-insheffield co uk,  112) solicitors-insouthampton co uk,  113) solicitors-in-sunderland co uk,  114) solicitors-in-wakefield co uk,  115) solicitors-in-walsall co uk,  116) solicitors-inwolverhampton co uk,  117) solicitorslist co uk,  118) soprepared co uk,  119) tenancy-agreement-form co uk,  120) virtualfirmsite co uk,  121) web-sale co uk,  122) wills-andprobate co uk,  123) willwnting-service co uk,  124) worldlegalforum co uk,  125) clientslaw net,  126) clientsplace net,  127) desktoplawyer net,  128) desktop-lawyer net,  129) directlaw net,  130) directlawyer net,</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>131) epochnds net,  132) lawassure net,  133) lawassured net,  134) Lawdirect net,  135) lawdraft net,  136) lawland net,  137) lawmouse net,  138) legal247 net,  139) legalsright net,  140) Allianzlegal com,  141) cvworks com,  142) clientlaw com,  143) clientslaw com,  144) clientsplace com,  145) comparethelegals com,  146) desktoplawyer com,  147) desktop-lawyer com,  148) directlaw com,  149) directlawdraft com,  150) directlawyer com,  151) epochteams com,  152) epoqamerica com,  153) epoqgroup com,  154) epoqlegal com,  155) epoqna com,  156) epoqusa com,  157) epoqwills com,  158) epoq-wills com,  159) gettingthelegalsright com,  160) gocomparelegalservices com,  161) kindware com,  162) mylawyersolicitors com,  163) lawassure com,  164) lawassured com,  165) lawdirect com,  166) lawfirmcompare com,  167) lawinstore com,  168) lawland com,  169) lawpracticed com,  170) law-assistance com,  171) lawmouse com,  172) legal247 com,  173) legalmarketcompare com,  174) legalmarketcompared com,  175) legalservicessupermarket com,  176) legalsright com,  177) morethanlegaldocs com,  178) onlinesolicitorsnetwork com,  179) online-solicitor-directory com,  180) online-solicitors-directory com,  181) onlinesolicitordirectory com,  182) onlinesolicitorsdirectory com,  183) rapidocs com,  184) rapidocslawdraft com,  185) rapiddocslawdraft com,  186) takeonmycase com,  187) rapiforms com,  188) recommended-lawyer com,  189) santander4willwritng com,  190) solicitorslist com,</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>191) solicitors-inlondon com, 192) solicitorsin-london com, 193) soprepared com, 194) takeonmycase com, 195) virtualfirmsite com, 196) whatlegalservice com, 197) whichlegalsite com, 198) Rapidocs com au, 199) Mylawyer com au, 200) Desktoplawyer com au, 201) Lawassure com au, 202) Directlaw com au, 203) epoqgroup com au, 204) epoq com au, 205) epoq us, 206) lawdraft us, 207) solicitors to, 208) lawdirect eu, 209) desktoplawyer eu, 210) lawdraft org, 211) legal-aid-divorce org, 212) Mysolicitor org, 213) saslawschool org uk, 214) Legalaiddivorce org uk, 215) clientspace co, and 216) epoq co</p> <p>(viii) the amount from time to time standing to the credit of any Account,</p> <p>(ix) all of its Book Debts and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing,</p> <p>(x) all its goodwill and uncalled capital,</p> <p>(xi) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and</p> <p>(xii) if and in so far as any assignment in paragraph 1 2 (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that paragraph</p> <p><b>1 2 Assignment</b></p> <p>The Chargor assigned to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present (at the date of the Debenture) and future in and to</p> <p>(a) any Hedging Agreement</p> <p>(b) any Insurances</p> <p>(c) the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement</p> <p>On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Chargor, reassign the Charged Assets referred to in paragraph 1 2 to the Chargor or as it may direct</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="331 369 1021 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 425 549 454"><b>1 3 Floating charge</b></p> <p data-bbox="331 481 1461 622">The Chargor charged to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present (at the date of the Debenture) and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to paragraph 1 1 (Fixed charge) or assigned pursuant to paragraph 1 2 (Assignment)</p> <p data-bbox="331 649 730 678"><b>1 4 Leasehold Security Restrictions</b></p> <p data-bbox="331 705 1449 790">(a) Subject to paragraph 1 4(b) to paragraph 1 4(d), the security created by paragraph 1 1 shall not apply to an Excluded Property until the Chargor obtains any relevant consent, or waiver of prohibition, to the creation of security over that Excluded Property</p> <p data-bbox="331 817 1086 846">(b) In relation to each Excluded Property, the Chargor undertook to</p> <p data-bbox="331 873 1461 958">(i) apply for the relevant consent or waiver of prohibition within five Business Days of the date of the Debenture, and to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible,</p> <p data-bbox="331 985 1286 1014">(ii) keep the Lender informed of its progress in obtaining such consent or waiver, and</p> <p data-bbox="331 1041 1471 1093">(iii) immediately on receipt of such consent or waiver, provide the Lender with a copy of that consent or waiver</p> <p data-bbox="331 1120 1452 1182">(c) Immediately on receipt by the Chargor of the relevant consent or waiver, that Excluded Property shall become the subject of a mortgage or charge (as appropriate) pursuant to paragraph 1 1</p> <p data-bbox="331 1209 1471 1294">(d) Immediately following receipt of that consent or waiver, the Chargor shall, at its own cost, prepare and execute any further document and take any further action the Lender may require, in its absolute discretion, for perfecting its security over that Excluded Property</p> <p data-bbox="331 1321 592 1350"><b>2 NEGATIVE PLEDGE</b></p> <p data-bbox="331 1377 1436 1429">The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets, other than Permitted Security</p> <p data-bbox="331 1456 1021 1485"><b>3 RESTRICTIONS ON DEALING WITH CHARGED ASSETS</b></p> <p data-bbox="331 1512 1452 1626">(a) The Chargor agreed that it will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets (other than Floating Charge Assets) or agree to do so</p> <p data-bbox="331 1653 1394 1704">(b) The Chargor agreed that it will not dispose of any Floating Charge Assets other than in the ordinary course of its business</p> <p data-bbox="331 1731 1461 1845">(c) The Chargor agreed that it shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same</p>	



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 369 1023 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 421 644 450"><b>4 FURTHER ASSURANCE</b></p> <p data-bbox="336 479 1102 508">The Chargor agreed that it shall, if and when required by the Lender</p> <p data-bbox="336 535 1458 674">(a) execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by the Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same, and</p> <p data-bbox="336 701 1442 786">(b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Debenture</p> <p data-bbox="336 813 453 842"><b>Definitions</b></p> <p data-bbox="336 869 1426 898">"Accounts" means any account of the Chargor with any bank, financial institution or other person</p> <p data-bbox="336 925 1458 981">"Assigned Agreements" means those agreements specified in Schedule 1 (if any) of the Debenture, which at the time of its creation was the following</p> <p data-bbox="336 1008 1458 1093">(a) the trademark assignment agreement dated 10 January 2012 between SmartLegalForms Inc (a Delaware corporation whose registered office is at 9 E Lockerman Street, Suite 205, Dover, Delaware 19901, USA) ("SmartLegalForms") as the assignor and the Chargor as the assignee,</p> <p data-bbox="336 1120 1474 1176">(b) the security agreement dated 10 October 2012 between SmartLegalForms as the grantor and the Chargor as the secured party, and</p> <p data-bbox="336 1202 1458 1258">(c) the promissory note dated 10 October 2012 between SmartLegalForms as the borrower and the Chargor as the lender,</p> <p data-bbox="336 1285 1161 1314">together with any other agreements subsequently assigned to the Lender</p> <p data-bbox="336 1341 1442 1397">"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing or registration</p> <p data-bbox="336 1424 1458 1509">"Book Debts" mean all present (at the date of the Debenture) and future book and other debts, and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them</p> <p data-bbox="336 1536 1474 1592">"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London</p> <p data-bbox="336 1619 1418 1704">"Charged Assets" means all the undertaking, property and assets of the Chargor described in paragraph 1 1 (Fixed charge), paragraph 1 2 (Assignment) and paragraph 1 3 (Floating charge) including any part thereof and any interest therein</p> <p data-bbox="336 1731 1458 1816">"Collateral Instruments" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person</p> <p data-bbox="336 1843 1466 1928">"Excluded Property" means each leasehold property held by the Chargor under a lease which either precludes absolutely, or requires consent of a third party to, the creation of a Security interest over the Chargor's leasehold interest in that property</p>

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Finance Documents" means the documents governing the terms of the Secured Liabilities</p> <p>"Floating Charge Assets" means the assets of the Chargor in paragraph 1 3 (Floating charge)</p> <p>"Hedging Agreement" means an agreement or instrument entered into by the Chargor in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction</p> <p>"Insurances" means all contracts or policies of insurance in which the Chargor has an interest</p> <p>"Intellectual Property" means any patents, utility models, rights to inventions, trade marks and service marks, trade names, business names and domain names, copyrights and neighbouring and related rights, moral rights, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), rights in computer software, topographical or similar rights, rights in plant varieties, and other intellectual property rights and interests, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist at the date of the Debenture or in the future in any part of the world together with all fees, royalties and other rights derived from, or incidental to, the foregoing rights</p> <p>"Investments" means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p>"LPA" means the Law of Property Act 1925</p> <p>"Permitted Security" means</p> <p>(a) any Security granted in favour of the Lender,</p> <p>(b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor,</p> <p>(c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,</p> <p>(d) 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 the Chargor 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 the Chargor, or</p> <p>(e) any Security permitted by the Lender in writing</p> <p>"Properties" means the Excluded Properties and the assets of the Chargor described in paragraphs 1 1(a) and 1 1(b)(i) (Fixed charge) at the date of the Debenture or thereafter vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (each a Property)</p> <p>"Related Rights" means in respect of any Investment</p> <p>(a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise),</p> <p>(b) all shares, investments or other assets derived from that Investment, and</p> <p>(c) all rights derived from or incidental to that Investment</p> <p>"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</p>

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X DMH Shallard LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# 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

Emma Day (Ref: 0926/236660-2)

Company name

DMH Stallard LLP

Address

Gainsborough House

Pegler Way

Post town

Crawley

County/Region

West Sussex

Postcode

R H 1 1 7 F Z

Country

United Kingdom

DX

57102 Crawley

Telephone

01293 605024



### 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)



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

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

**COMPANY NO 4265146  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 JANUARY  
2013 AND CREATED BY EPOQ GROUP LTD FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
THE GROUP MEMBERS (OR ANY OF THEM) ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 JANUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2013



**Companies House**



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