

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 for**

You cannot use this  
particulars of a charge  
company To do this  
form MG01s

THURSDAY



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19/01/2012

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COMPANIES HOUSE

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1

**Company details**

Company number 0 4 4 9 9 5 6 7

Company name in full Exponential-e 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 d 1 7 m 0 1 y 2 0 1 2

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

4

All or any money and liabilities which shall from time to time  
(and whether on or at any time after demand) be due, owing  
or incurred in whatsoever manner to Bank of Scotland plc  
("BoS") by the Company, whether actually or contingently,  
solely or jointly and whether as principal or surety (or  
guarantor or cautioner), including any money and liabilities of  
the Company to a third party which have been assigned or  
novated to or otherwise vested in BoS and including interest,  
discount, commission and other lawful charges or expenses  
which BoS may in the course of its business charge or incur  
in respect of any of those matters or for keeping the  
Company's account, and so that interest shall be computed  
and compounded according to the usual BoS rates and  
practice (or otherwise agreed in writing) after as well as  
before any demand made or judgment or decree obtained  
under or in relation to the Debenture (the "Secured  
Liabilities")

**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

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

Name Bank of Scotland plc

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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

Legal Mortgage

- 1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,

Fixed Charge

- 1 1 2 by way of fixed charge -

- 1 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Debenture or at any time after the date of the Debenture (other than any property charged in terms of clause 2 1 1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

- 1 1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,

- 1 1 2 3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled,

- 1 1 2 4 all plant and machinery of the Company at the date of the Debenture or in the future attached to property which is charged by the foregoing provisions of clause 2 1 of the Debenture,

(Continued)

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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

- 1 1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
- 1 1 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Debenture, whether by way of dividend, distribution, interest or otherwise,
- 1 1 2 7 all rights and interests in and claims under all insurance contracts or policies at the date of the Debenture or in the future held by or inuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
- 1 1 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies at the date of the Debenture or in the future held by or inuring to the benefit of the Company (including all money payable under them),
- 1 1 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
- 1 1 2 10 the benefit of all agreements and licences at the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2 9 of the Debenture but owned by others,
- 1 1 2 11 all the Company's rights at the date of the Debenture or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- 1 1 2 12 all present and future book debts of the Company,
- 1 1 2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1 2 7 or 2 1 2 8 of the Debenture or arising on fluctuating accounts with other Group Companies),
- 1 1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- 1 1 2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 1 1 2 16 all rights, money or property accruing or payable to the Company at the date of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2 1 of the Debenture, and
- 1 1 2 17 all the Company's goodwill and uncalled capital for the time being,

Floating Charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 349 1042 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="405 450 1495 568">1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 1 2 therein)</p> <p data-bbox="405 602 544 631"><u>Assignment</u></p> <p data-bbox="405 665 1495 784">1 2 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)</p> <p data-bbox="405 817 1442 875">1 2 1 1 all the right, title and interest of the Company in and to any interest rate hedging agreements at the date of the Debenture or in the future entered into with any person, and</p> <p data-bbox="405 909 1495 1028">1 2 1 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture,</p> <p data-bbox="405 1061 600 1090"><u>Negative Pledge</u></p> <p data-bbox="405 1124 1134 1153">The Company will not without the prior written consent of BoS -</p> <p data-bbox="405 1187 1495 1305">(i) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS), or</p> <p data-bbox="405 1339 1453 1397">(ii) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or</p> <p data-bbox="405 1431 1442 1489">(iii) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p data-bbox="405 1523 624 1552"><u>Further Assurance</u></p> <p data-bbox="405 1585 1461 1644">The Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require -</p> <p data-bbox="405 1677 1495 1765">(i) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2 1 1 of the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture,</p> <p data-bbox="405 1798 1495 1856">(ii) a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,</p> <p data-bbox="405 1890 1433 1948">(iii) a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 2 1 3 of the Debenture,</p> <p data-bbox="405 1982 1422 2011">(iv) a chattel mortgage over such chattels, plant and machinery as BoS may specify, and</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

(v) a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 2 2 of the Debenture,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of BoS under the Debenture

#### Definitions

**Assets** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

**Fixed Charge Asset** means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2 2, 2 3 or (with effect from the date of its creation) any security created pursuant to clause 2 11 of the Debenture

**Group** means the Company and each of its Subsidiaries and "Group Company" shall be construed accordingly,

#### **Permitted Disposal** means

(a) the disposal of stock subject only to the floating charge created by clause 2 1 3 of the Debenture on an arm's length basis in the ordinary course of trading,

(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company,

(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality

**Receiver** means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to the Debenture,

**Subsidiary** means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and "Subsidiaries" shall mean all or any of them, as appropriate

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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 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 Squire Sanders (UK) LLP X

This form must be signed by a person with an interest in the registration of the 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 **BB7/BAN 284-24**

Company name **Squire Sanders (UK) LLP**

Address **Trinity Court**

**16 John Dalton Street**

Post town **Manchester**

County/Region **Greater Manchester**

Postcode **M 6 0 8 H S**

Country **United Kingdom**

DX **DX 14347 Manchester 1**

Telephone **0161 830 5000**

**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. 4499567  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 JANUARY  
2012 AND CREATED BY EXPONENTIAL-E LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 JANUARY  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES