

MG01

Particulars of a mortgage or charge

192972/52



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
particulars of a charge for a
company. To do this, please
form MG01s

SATURDAY



A19 *AD62GUBG*

21/05/2011

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COMPANIES HOUSE

1	Company details	2	For official use
Company number	05050619	Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	
Company name in full	EBUYER HOLDINGS LIMITED (the "Company")		
2	Date of creation of charge		
Date of creation	16/05/2011		
3	Description		
Description	Debenture (the "Debenture")		
4	Amount secured		
Amount secured	The Company covenants that it will on demand pay or discharge to the Funder all moneys obligations and liabilities (whether present or future actual or contingent) which may now or at any time hereafter be or become due owing or incurred by the Company to the Funder on any account or otherwise howsoever (whether solely or jointly with any other person and whether as principal or surety) and whether or not the Funder shall have been an original party to the relevant transaction, including interest discount commission and other lawful charges or expenses so that interest shall be calculated and compounded as well after as before any demand made or judgment obtained hereunder (the "Secured Liabilities")	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	VIDA CAPITAL PARTNERS LIMITED (the "Funder")	
Address	Manor Farm, Main Street, Hotham, York	
Postcode	Y O 4 3 4 U D	
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>2 The Company with full title guarantee and as a continuing security charges with the payment or discharge of all moneys, obligations and liabilities hereby covenanted to be paid or discharged by the Company</p> <p>2 1 by way of legal mortgage all estates or interests in any freehold, leasehold or other immovable property referred to in the schedule to this Debenture including rents receivable at such property together with all buildings, trade and other fixtures plant and machinery of the Company from time to time therein (the "Legally Mortgaged Property") and the proceeds of sale thereof,</p> <p>2 2 by way of fixed charge all estates or interests in any freehold and leasehold property including rents receivable at such property (except the Legally Mortgaged Property) now or at any time hereafter belonging to the Company together with all buildings, trade and other fixed plant and machinery of the Company from time to time and the proceeds of sale thereof,</p> <p>2 3 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company,</p> <p>2 4 by way of fixed charge all stocks and shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all income and rights relating to the same and all income rights and interests of the Company in and claims under all policies of insurance and assurance and all other contracts now or hereafter held by or inuring to the benefit of the Company,</p> <p>2 5 by way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of any such intellectual property to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income,</p> <p>Please see attached continuation page</p>	

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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 <ul style="list-style-type: none"> - 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	Signature Please sign the form here Signature X Browne Jacobson 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 Daniel Whebell

Company name Browne Jacobson LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode B 2 4 B U

Country Great Britain

DX DX 727740 Birmingham 62

Telephone 0121 237 3944



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 6 by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under sub-clause 2 4 above),</p> <p>2 7 by way of fixed charge all the plant machinery including associated warranties and maintenance contracts and fixtures and fittings of the Company present and future,</p> <p>2 8 by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,</p> <p>2 9 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with clause 6 1 of the Debenture,</p> <p>2 10 by way of fixed charge the benefit of hedging arrangements, futures transactions or treasury instruments, and</p> <p>2 11 by way of floating charge its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any such specific charges as shall continue to be effective</p> <p>4 1 The Company hereby covenants with the Funder that it will not without the prior consent in writing of the Funder</p> <p>4 1 1 create or attempt to create or permit to subsist any mortgage, charge, lien, hypothecation or pledge or any other security interests, any arrangement or segregation of assets for the purpose of providing security or any other type of preferential arrangement (including without limitation title transfer and retention arrangements) having a similar effect over all or any part of its present or future property, assets or revenues</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5050619
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 MAY 2011
AND CREATED BY EBUYER HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO VIDA CAPITAL PARTNERS 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 21 MAY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2011

Dr



Companies House
— for the record —



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