

037272/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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

SATURDAY



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03/09/2011

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COMPANIES HOUSE

| | | | |
|----------------------|---|---------------|--|
| 1 | Company details | | For official use |
| Company number | 0 | 5 4 1 4 5 5 8 | → Filing 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 | AB Software Consulting Limited (the "Company") | | |
| 2 | Date of creation of charge | | |
| Date of creation | d | 0 2 m | 0 9 y |
| | | | 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 | Guarantee and Debenture between the Company (1) and Lucien Bartram as security trustee (the "Trustee") (2) dated 2 SEPTEMBER 2011 | | |
| 4 | Amount secured | | |
| | Please give us details of the amount secured by the mortgage or charge | | Continuation page Please use a continuation page if you need to enter more details |
| Amount secured | See Part 2 of the attached schedule | | |

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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

Lucien Bartram

Address

111 Park Street, Camberley, Surrey

Postcode

G U 1 5 2 J B

Name

Address

Postcode

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

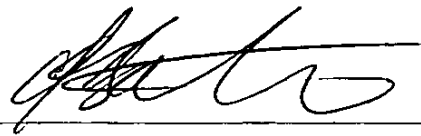
Please use a continuation page if you need to enter more details

Short particulars

See Part 3 of the attached schedule which refers to all assets over which security is taken and to covenants by and restrictions on the Company which protect the charge created by the Debenture

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| | | |
|----------------------------------|---|--|
| 7 | Particulars as to commission, allowance or discount (if any) | |
| 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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> | |
| 8 | Delivery of instrument | |
| 9 | Signature | |
| Signature | <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p> | |

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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 **Jeremy Eden**

Company name **EMW**

Address **Seebeck House, 1 Seebeck Place,**

Knowlhill

Post town **Milton Keynes**

County/Region **Buckinghamshire**

Postcode **M K 5 8 F R**

Country **United Kingdom**

DX **151620 Milton Keynes 18**

Telephone **0845 074 2522**



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

**Schedule to Form MG01 relating to the Debenture granted by AB Software Consulting Limited
(Company No: 05414558)**

Part 1

1 DEFINITIONS

1.1 In this Form MG01 and this Schedule

"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,

"Debenture" means a guarantee and debenture between the Company (1) and the Trustee (2) dated 2 SEPTEMBER 2011

"Parent" means Globe Holdings Limited (company number: 04774817) whose registered office is at Unit D7 Sandown Industrial Estate, Mill Road, Esher, Surrey KT10 8BL

"Property" means the leasehold property known as Suites A, B and C Aston House, Portsmouth Road, Ripley, Woking, Surrey GU23 6EW

"Secured Liabilities" means all moneys now or at any time hereafter which shall have become due or owing by the Parent to any or all of the Secured Parties pursuant to the terms of the Secured Loan Note Instrument or pursuant to Part 2 of this Schedule

"Secured Loan Note Instrument" means the instrument constituting the Secured Loan Convertible Notes and/or any loan note instruments or other securities issued as a result of the conversion of Secured Loan Notes or in connection with the redemption of Secured Loan Notes

"Secured Loan Notes" means the £325,000 Secured Convertible Loan Notes of the Parent constituted by an instrument dated 11 July 2011 and/or any loan notes or other securities issued as a result of the conversion of the £325,000 Secured Convertible Loan Notes of the Parent or in connection with the redemption of the £325,000 Secured Convertible Loan Notes of the Parent

"Secured Parties" means the holders of Secured Loan Notes from time to time

Part 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- 1 All moneys which are now or at any time hereafter shall have become due or owing by the Parent to any or all of the Secured Parties pursuant to the terms of the Secured Loan Note Instrument; or
- 2 All moneys which are now or at any time hereafter shall have become due or owing by the Company to the Trustee as agent and trustee of the Secured Parties pursuant to clause 1 of the Debenture whereby the Company guarantees to the Trustee as agent and trustee for the Secured Parties that it shall on demand pay to the Trustee all moneys which are now or at any time hereafter shall have become due or owing by the Parent to any or all of the Secured Parties pursuant to the terms of the Secured Loan Note Instrument

Part 3

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

1 DEBENTURE

1 1 The Company with full title guarantee hereby charges to the Trustee (as security trustee for the Secured Parties) as a continuing security for the payment or discharge of the Secured Liabilities -

1 1 1 by way of legal mortgage all estates or interests in the Property together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,

1 1 2 by way of fixed charge -

- (a) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 1 1.1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,
- (b) 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 and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,
- (c) all present and future plant and machinery not otherwise charged under this clause 1 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),
- (d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,
- (e) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,
- (f) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use

of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

- (g) all the Company's goodwill and uncalled capital for the time being;
- (h) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 1 1 2(e)),
- (i) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),

1.1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1 1 2)

1 2 The Company with full title guarantee hereby assigns in favour of the Trustee (as security trustee for the Secured Parties) (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities)

1 2 1 all the right, title and interest of the Company in and to the Investment Agreement,

1 2 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 provision of the Debenture

1 3 To the extent that any such right, title and interest as is referred to in clause 1 2 is not assignable or capable of assignment, the assignment thereof purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

1 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Trustee shall have priority over the floating charge created by this Debenture, except insofar as the Trustee shall declare otherwise whether at or after the time of creation of such fixed security

1 5 The Trustee may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 1 1 3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Trustee, automatically be converted with immediate effect into a fixed charge -

1 5 1 in respect of any Assets which become subject to a fixed charge in favour of any other person,

1 5 2 in respect of all the Assets charged under sub-clause 1 1.3 if and when the Company ceases to carry on business or to be a going concern, and

1 5 3 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

2 **FURTHER ASSURANCE**

2 1 The Debenture contains covenants for further assurance

2 2 The Company applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] [●] 20[●] in favour of [chargee] referred to in the Charges Register or their authorised signatory"

2 3 The Company (at its own cost) will on demand in writing by the Trustee execute and deliver in such form as the Trustee may reasonably require -

2 3 1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by sub-clause 1 1 1 and of any freehold or leasehold property acquired by the Company after the date of the Debenture,

2 3 2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

2 3 3 a fixed charge or assignment in security of any Asset subject to a floating charge under sub-clause 1 1 3,

2 3 4 a chattel mortgage over such chattels, plant and machinery as the Trustee may specify, and

2 3 5 a notice of any assignment of its right, title and interest to any of the agreements referred to in clause 1 2 above,

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 the Trustee 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 the Trustee hereunder

2 4 The Company shall get in and realise the Company's book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for the Trustee

3 **NEGATIVE PLEDGE**

3 1 The Debenture contains negative pledges

3 2 The Company will not without the previous written consent of the Trustee -

3 2 1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or

3 2 2 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 any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading), or

3 2 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5414558
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 2 SEPTEMBER 2011 AND CREATED BY AB SOFTWARE
CONSULTING LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE PARENT TO ANY OR ALL OF THE
SECURED PARTIES UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE OR ALL MONIES DUE OR TO BECOME DUE FROM
LUCIEN BARTRAM TO THE TRUSTEE AS AGENT AND TRUSTEE
OF THE SECURED PARTIES 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 3 SEPTEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 SEPTEMBER
2011

