

MG01

110687 / 13



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 reg  
particulars of a charge for a Sci  
company To do this, please us  
form MG01s

FRIDAY



\*A10XQ05V\*  
A11 20/01/2012 #123  
COMPANIES HOUSE

**1** Company details

Company number 0 1 2 6 2 3 5 4

Company name in full DODS PARLIMENTARY COMMUNICATIONS LIMITED (the "Company")

For official use

→ **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 d1 d1 m0 m1 y2 y0 y1 y2

**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") between the Company and Bank of Scotland plc  
("BoS")

**4** Amount secured

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

Amount secured All or any money or 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 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 in  
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 judgement or decree obtained under  
or in relation to the Debenture (the "Secured Liabilities")

All capitalised terms used in this form MG01 shall have the  
meanings set out in Schedule 2 of this Form MG01

**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 See Schedule 1 of the attached continuation sheet

# MG01

## 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

None

### 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 *Olswang LLP*

X

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

# 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 Zach Skaife

Company name OLSWANG LLP

Address 90 High Holborn

Post town London

County/Region London

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



### 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)**

<p>In accordance with Section 860 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies) Act 2006 Regulations 2009</p>	<p><b>MG01 - continuation page</b> Particulars of a mortgage or charge</p>	
<p><b>6</b></p>	<p><b>Short particulars of all the property mortgaged or charged.</b></p>	
	<p>Please give the short particulars of the property mortgaged or charged</p>	
<p>Short particulars</p>	<p style="text-align: center;"><b>SCHEDULE 1</b></p> <p><b>1 COVENANT TO PAY</b></p> <p>1 1 The Company, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable</p> <p>1 2 If the Company shall fail to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS</p> <p><b>2 SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</b></p> <p>2 1 Under clause 2 1 of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities the Company, with full title guarantee charged</p> <p>2 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,</p> <p>2 1 2 by way of fixed charge -</p> <p>2 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,</p> <p>2 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,</p> <p>2 1 2 3 the benefit of all other agreements relating to land which the</p>	

In accordance with Section 860 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies) Act 2006 Regulations 2009	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
<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	
	<p>Company is or may become party to or otherwise entitled,</p> <p>2 1 2 4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of clause 2 1 of the Debenture,</p> <p>2 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,</p> <p>2 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,</p> <p>2 1 2 7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),</p> <p>2 1 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),</p> <p>2 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 now 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,</p> <p>2 1 2 10 the benefit of all agreements and licences now or in the future</p>	

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	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>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,</p> <p>2 1 2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,</p> <p>2 1 2 12 all present and future book debts of the Company,</p> <p>2 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),</p> <p>2 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,</p> <p>2 1 2 14 1 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),</p> <p>2 1 2 15 all rights, money or property accruing or payable to the Company now 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</p> <p>2 1 2 16 all the Company's goodwill and uncalled capital for the time being,</p> <p>2 1 3 by way of floating charge all the Assets not effectively otherwise</p>	

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	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>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 of the Debenture)</p> <p>2 2 The Company with full title guarantee assigned 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>2 2 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>2 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 provisions of the Debenture,</p> <p>3 <b>NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</b></p> <p>3 1 The Company will not without the prior written consent of BoS</p> <p>3 1 1 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>3 1 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 in terms of a Permitted Disposal), or</p> <p>3 1 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p>	



<p>In accordance with Section 860 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies) Act 2006 Regulations 2009</p>	<p><b>MG01 - continuation page</b> Particulars of a mortgage or charge</p>	
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	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p style="text-align: center;"><b>SCHEDULE 2</b></p> <p><b>DEFINITIONS</b></p> <p><b>"Assets"</b> 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</p> <p><b>"Default Rate"</b> means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment</p> <p><b>"Fixed Charge Asset"</b> 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</p> <p><b>"Group"</b> means the Company and each of its Subsidiaries and <b>"Group Company"</b> shall be construed accordingly</p> <p><b>"Permitted Disposal"</b> means</p> <ul style="list-style-type: none"> <li>(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,</li> <li>(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,</li> <li>(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</li> </ul> <p><b>"Subsidiary"</b> 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 <b>"Subsidiaries"</b> shall mean all or</p>	

In accordance with Section  
860 of the Companies Act  
2006 as applied by the Limited  
Liability Partnerships  
(Application of Companies)  
Act 2006 Regulations 2009

## MG01 - continuation page

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

any of them, as appropriate



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

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

**COMPANY NO. 1262354  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 JANUARY  
2012 AND CREATED BY DODS PARLIAMENTARY  
COMMUNICATIONS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF  
SCOTLAND 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 20 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2012

*Dr*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES