

MG01

Particulars of a mortgage or charge

7 35813/104

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

THURSDAY



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A17

03/03/2011

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COMPANIES HOUSE

For official use

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→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 1 6 0 0 9 1 0

Company name in full B I B (DARLINGTON) LIMITED (the "Company")

2 Date of creation of charge

Date of creation d 2 d 2 m 0 m 2 y 2 y 0 y 1 y 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 Deed of Accession (the "Deed of Accession") to a debenture dated 14 September 2010 between
Cullum Capital Ventures Limited (the "Parent"), each of the companies named therein as Original
Chargors and Bank of Scotland plc as agent and trustee for itself and the Secured Parties (the
"Security Trustee") (the "New Debenture")

4 Amount secured

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

Amount secured The present, future, actual and contingent liabilities of the Chargors
(including the Company) to any Secured Party under or pursuant to
the Finance Documents and or the PGC Loan Note and PGC Loan
Note Instrument (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

Name	Bank of Scotland plc (as agent and trustee for itself and the Secured
Address	Parties)
	c/o Lloyds TSB Bank plc 25 Gresham Street London
Postcode	E C 2 V 7 H N

Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

See attached Continuation Sheets

Continuation page

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

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

Short particulars

1 DEFINITIONS

In the interpretation of this Form MG01 the following words and expressions shall have the respective meanings given to them -

"Additional Chargor" means a member of the Group which becomes a Chargor by executing a Deed of Accession,

"Acquisition Agreement" means any sale and purchase agreement or asset purchase agreement relating to an Acquisition together with any related agreements giving any Group Company a right or claim against any vendor or any third party in connection with any Acquisition or transferring title to any Group Company of any asset acquired under those agreements (but, for the avoidance of doubt, shall not include any disclosure letter),

"Charged Property" means the Chargors' assets (and every part of them) mortgaged, assigned or charged to the Security Trustee by or pursuant to the New Debenture,

"Chargor" means the Original Chargors and any Additional Chargor,

"Deed of Accession" means a deed substantially in the form of schedule 6 of the New Debenture executed, or to be executed by an Additional Chargor;

"Facility Agreement" means a facility agreement dated 30 June 2006 and made between (1) the Parent, (2) the companies listed in part 3 of schedule 2 therein, (3) Bank of Scotland plc as mandated lead arranger, (4) Bank of Scotland plc as original lender, (5) Bank of Scotland as Agent and (6) Bank of Scotland as Security Trustee,

"Finance Document" means the Facility Agreement, the Intercreditor Agreement, any Fee Letter, the Hedging Strategy Letter, the Syndication Side Letter, the Ancillary Documents, any Accession Letter, any Hedging Agreement, any Transfer Certificate, or any Security Document and any other document designated as such by the Agent,

"Floating Charge Property" has the meaning given to that term in clause 3.1.7 of the New Debenture,

"Intercreditor Agreement" means the intercreditor deed dated 14 September 2010 between certain debtors, certain senior creditors, certain hedge counterparties, the original PGC creditor, certain intra-group creditors, certain intra-group debtors, the Security Trustee and the Agent,

"Legally Mortgaged Property" has the meaning given to that term in clause 3.1.1 of the New Debenture, "Lenders" means each Lender and shall be deemed to include a Lender in its capacity as a party to any Hedging Agreement, and Lender shall be construed accordingly,

"PGC Creditor" has the meaning given to that term in the Intercreditor Agreement to the extent only that such person is party to or has acceded to and is bound by the Intercreditor Agreement,

"PGC Loan Note" means any loan notes issued by Cullum Capital Ventures Limited to the PGC Creditor under the PGC Loan Note Instrument,

"PGC Loan Note Documents" means the PGC Loan Note and the PGC Loan Note Instrument,

"Receiver" means a receiver appointed pursuant to the New Debenture or any applicable law and includes a receiver and manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver;

"Secured Party" means each of the Finance Parties (as defined in the Facility Agreement) and the PGC Creditor;

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,

"Security Document" means each of the documents described in schedule 10 (Security Documents) of the Facility Agreement and any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the obligations of the Obligors under the Finance Documents, each in form and substance satisfactory to the Agent,

(See Continuation Sheet 2)

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

Short particulars

"Security Period" means the period starting on the date of the Facility Agreement and ending on the date on which all of the liabilities of the obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present, future, actual or contingent, in relation to the Facility,

"Security Trustee" includes all successor security trustees appointed under the Facility Agreements and the Intercreditor Agreement from time to time and the Security Trustee is agent and trustee for the Secured Parties, and

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

All other defined terms carry the same meaning as in the Facility Agreement

Any document or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, varied, novated, restated, supplemented or replaced from time to time

2 MORTGAGES, FIXED CHARGES AND FLOATING CHARGE

2.1 The Company as a Chargor has charged in favour of the Security Trustee (as agent and trustee for the Secured Parties), as continuing security for the payment of the Secured Liabilities and with full title guarantee (a) by way of first legal mortgage all estates or interests in the freehold property (if any) as at 22 February 2011 belonging to it and as specified in Schedule 2 of the New Debenture and the proceeds of sale of them and all buildings and trade and other fixtures on that property which belong, or are charged, to the Company (the "Legally Mortgaged Property"),

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property which belong to the Company at 22 February 2011 or at any time during the Security Period (other than the Legally Mortgaged Property) and the proceeds of sale of them and all buildings and trade and other fixtures from time to time on any such property which belong, or are charged, to it including without limitation the leasehold property known as 26a Market Place, Bedale, North Yorkshire DL8 1EQ registered at HM Land Registry with title no NYK341209 and the leasehold property known as 150-154 Northgate, Darlington, County Durham DL1 1QU,

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by it at 22 February 2011 or in the future,

(d) by way of fixed charge

(i) all stocks, shares (including, but not limited to the shares specified in schedule 3 of the New Debenture and schedule 2 of the Deed of Accession), debentures, bonds, notes and loan capital of the Company in any Subsidiary and in any other body corporate, and

(ii) all rights to subscribe for or otherwise acquire, redeem or convert any other securities or loan capital,

which at 22 February 2011 or in the future belong to it, and all dividends, interest and other income and all other rights of any kind deriving from or incidental to any rights and property listed in paragraph (i) or (ii) above,

(e) by way of fixed charge its present and future goodwill and its present and future uncalled capital,

(f) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at 22 February 2011 or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions (including, without limitation, those intellectual property rights specified in schedule of the New Debenture and schedule 3 of the Deed of Accession including without limitation the domain names www.bibinsurance.co.uk, www.bibifa.co.uk, www.scanlaninsurance.co.uk, www.bibmail.com, www.bibfs.co.uk, www.taxinsurers.com, www.insurepet.co.uk, and

(g) by way of floating charge all of the Company's assets and undertaking, present and future, other than any assets from time to time or for the time being effectively mortgaged, assigned or charged by way of fixed charge to the Security Trustee (collectively the "Floating Charge Property")

(See Continuation Sheet 3)

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

Short particulars

2 2 The Company has assigned to the Security Trustee (as agent and trustee for the Secured Parties) by way of security and with full title guarantee (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) all of its present and future rights, title and interest in and to each Acquisition Agreement

2 3 The security constituted by or pursuant to the New Debenture is in addition to and independent of every other Security Document and no prior security held by the Security Trustee or any other Secured Party over the Charged Property or any part of it shall merge in the security created by or under the New Debenture

2 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the New Debenture

3 NEGATIVE PLEDGE

3 1 Without the prior written consent of the Security Trustee the Company shall not nor shall it agree or purport to

(a) create or permit to subsist any Security whether in any such case ranking in priority to or pari passu with or after the security created by the New Debenture other than as permitted under the Facility Agreement, or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Agreement

4 FURTHER ASSURANCE

4 1 The Company as Chargor has agreed, at its own expense, to promptly take whatever action and execute in favour of the Security Trustee (or as it may direct) whatever further legal assignments, transfers, securities and other documents the Security Trustee may require (acting reasonably unless an Event of Default has occurred and is continuing) in order to

(a) perfect or improve the security intended to be conferred on the Security Trustee by or pursuant to the New Debenture, or

(b) facilitate the realisation of all or any of the Charged Property and to exercise all rights and powers conferred on the Security Trustee, any receiver, any administrator or any delegate in connection with that realisation

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 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

Please sign the form here

Signature

Signature

X

BMH Hallard 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

Helen Ripley

Company name

DMH Stallard LLP (Ref hlr/142585-21)

Address

Gainsborough House

Pegler Way

Post town

Crawley

County/Region

West Sussex

Postcode

R H 1 1 7 F Z

Country

England

DX

57102 Crawley

Telephone

01293 605097



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1600910
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 22
FEBRUARY 2011 AND CREATED BY B.I.B. (DARLINGTON)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGORS (INCLUDING THE COMPANY) TO
ANY 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 MARCH 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2011



Companies House
— for the record —



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