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**MG01**

Particulars of a mortgage or charge

THURSDAY



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01/04/2010

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COMPANIES HOUSE

**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

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**1 Company details**

Company number 0 2 7 5 4 7 4 0

Company name in full FINAGRA (UK) LIMITED (the "Borrower")

23 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 d2 d6 m0 m3 y2 y0 y1 y0

**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 "Deed")

**4 Amount secured**

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

Amount secured

4  
£  
All monies obligations and liabilities whatsoever whether for principal interest or otherwise which may at the date of the Deed or at any time in the future be due owing or incurred by the Borrower to the Bank whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses and so that interest shall be computed and compounded according to the usual practice of the Bank as well after as before any demand or judgment ("Secured Liabilities").

(see continuation pages)

**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 ISRAEL DISCOUNT BANK LIMITED (the "Bank")  
Address Nightingale House, 65 Curzon Street, London

Postcode W 1 J 8 P E

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

1 SECURITY

1 1 The Borrower with full title guarantee and to the intent that the security created by the Deed shall rank as a continuing security for all the Secured Liabilities charged to the Bank

1 1.1 by way of legal mortgage all estates and interests in any freehold and/or leasehold property referred to in the schedule to the Deed (if any) and all building fixtures (including trade fixtures) and fixed plant and machinery owned by the Borrower and from time to time on or in such freehold and/or leasehold property (together the "Legally Mortgaged Property") and/or the proceeds of sale of the Legally Mortgaged Property,

1 1 2 by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) at the date of the Deed and at any time during the continuance of the security belonging to or charged to the Borrower and all licences at or after the date of the Deed held by the Borrower to enter upon or use land and the benefit of all other agreements relating to land to which the Borrower is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Borrower and from time to time on or in any freehold or leasehold property an interest in which is charged under the Deed (together the "Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property,

1 1.3 by way of fixed charge all book debts and other debts at the date of the Deed and from time to time due or owing to the Borrower and all the proceeds thereof (the "Book and other Debts"),

1 1 4 by way of fixed charge all credit balances of the Borrower with other bankers or other third parties (the "Credit Balances"),

(see continuation pages)

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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 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 N/A Piper UK LLP

X

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

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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 Alasdair Hinds

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 020 7796 6107



### 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](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)

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

Amount secured

## NOTE

In this form

**"Associated Company"** means a company which would be a subsidiary within the meaning of section 1159 of the 2006 Act if the relevant holding of equity share capital were more than 20 per cent (rather than half) in nominal value

**"Expenses"** means on a full indemnity basis all interest commission fees expenses and other sums expended paid incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Deed or the recovery of any of the indebtedness or other liabilities of the Borrower by the Bank or by a Receiver including (but without prejudice to the generality of the foregoing) remuneration payable to a Receiver and all costs charges and expenses incurred in the protection realisation or enforcement of the security constituted by or pursuant to the Deed.

"Holding Company" and "Subsidiary" are respectively as defined in section 1159 of the 2006 Act.

"**Receiver**" means any receiver, receiver and manager or administrative receiver appointed by the Bank under the Deed

## SCHEDULE

### Legally Mortgaged Property

Registered Land  
Administrative Area  
Title Number(s):  
Class of Title:  
Property

(and so that references to the Property shall include the whole or any part or parts thereof)

Unregistered Land  
The Freehold/Leasehold property [ ]  
known as: [ ]

comprised in the following documents

Date	Documents	Parties
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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	<p>1.1 5 by way of fixed charge all stocks shares and/or other securities (together the "<b>Securities</b>") at the date of the Deed or at any time during the continuance of the security belonging to the Borrower (including without prejudice to the generality of the foregoing loan capital indebtedness or liabilities on any account or in any manner owing to the Borrower) in each of the following categories:</p> <p>(a) in (or from) any Subsidiary or Associated Company of the Borrower, and/or</p> <p>(b) which or the certificates of which are at the date of the Deed or may at any time after the date of the Deed be deposited with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or its nominee,</p> <p>and all rights in respect of or incidental to the Securities specified above,</p> <p>1 1.6 by way of fixed charge the goodwill licences patents patent applications trademarks copyrights rights in the nature of copyright registered designs and all other intellectual property rights at the date of the Deed or at any time during the continuance of the security belonging to the Borrower (together the "<b>Goodwill and Intellectual Property</b>"),</p> <p>1 1 7 by way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge (the "<b>Property charged by way of Floating Charge</b>") and together with the Legally Mortgaged Property the Equitably Charged Property the Book and other Debts the Credit Balances the Securities the Goodwill and Intellectual Property and all other property mortgaged or charged by the Deed collectively called the "<b>Charged Property</b>" which expression may be taken to refer to the real and/or the personal or incorporeal property mortgaged or charged by the Deed as the context may require or admit.</p> <p><b>2. LEGALLY MORTGAGED PROPERTY AND EQUITABLY CHARGED PROPERTY</b></p> <p>With reference to the Legally Mortgaged Property and the Equitably Charged Property the Borrower covenanted and agreed</p> <p>2.1 that the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors by sections 99 and 100 of the LPA shall not be exercised by the Borrower without the consent in writing of the Bank but the Bank may grant or accept surrenders of leases without restriction,</p> <p>2.2 not to create or purport to create any mortgage charge lien or other security interest without the prior written consent of the Bank;</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

2 3 not to part with possession of the Legally Mortgaged Property or the Equitably Charged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy it or any part thereof without the consent in writing of the Bank,

2 4 that no person other than the Borrower shall be registered under the Land Registration Act 1925 or any Act amending or replacing the same as proprietor of the Legally Mortgaged Property or the Equitably Charged Property or any part thereof without the consent in writing of the Bank and the costs incurred by the Bank of lodging from time to time a caution against registration thereof (if unregistered) or any part thereof shall be an expense properly incurred in relation to the security

#### 3 SECURITIES

3 1 With reference to the Securities the Borrower covenanted and agreed

3 1 1 that the charge shall include all dividends or interest paid on the Securities after the date of the Deed and all rights monies or property accruing or offered at any time (by way of redemption bonus splitting preference option or otherwise) to or in respect of such Securities and the Borrower undertakes to lodge with the Bank on receipt all such dividends and interest and to lodge with the Bank all documents received by the Borrower after the date of the Deed in relation to any such rights monies or property,

3 1 2 not without the consent in writing of the Bank to create any mortgage charge or other security interest over the Securities or any part of or any interest in the same.

#### 4 PROPERTY CHARGED BY WAY OF FLOATING CHARGE

With reference to the Property charged by way of Floating Charge

4 1 the Borrower agreed that it shall not without the consent in writing of the Bank create any mortgage charge or other security interest ranking in priority to pari passu with or subsequent to that charge, and/or

4 2 sell or otherwise dispose of the whole or except in the ordinary course of business and for full value any part of the Borrower's undertaking save as the Bank may have expressly agreed in writing,

4 3 the Bank may by notice to the Borrower convert the floating charge into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a Receiver thereof;

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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	<p>4 4 the Bank may also convert the floating charge into a specific charge in respect of any assets on the making of an order for the Borrower's compulsory winding up, on the convening of a meeting for the passing of a resolution for the Borrower's voluntary winding up or the taking of any steps (including without limitation the making of an application or the giving of any notice) by the Borrower or any other person for the appointment of an administrator in respect of the Borrower</p> <p>4 5 Paragraph 14 of Schedule B1 to the 1986 Act applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying charge for the purposes of the 1986 Act)</p> <p><b>6 CONTINUING SECURITY OF DEBENTURE</b></p> <p>The security created by the debenture shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security (whether by way of mortgage equitable charge or otherwise howsoever) which the Bank may at the date of the Deed or at any time after the date of the Deed hold on all or any part of the assets of the Borrower for or in respect of all or any part of the indebtedness and liabilities secured by the Deed.</p> <p><b>7. POWER OF ATTORNEY</b></p> <p>The Borrower irrevocably appointed each of the Bank and any person nominated in writing under the hand of any officer or manager of the Bank including every Receiver appointed under the Deed as attorney of the Borrower with full power of substitution for the Borrower and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any of the purposes of the security</p> <p><b>8. SET-OFF</b></p> <p>The Bank shall further be entitled (as well before as after demand under the Deed) to set off against any liability of the Borrower secured by the Deed to the Bank any financial obligation to or any sum held received or receivable on behalf of the Borrower by the Bank such rights extending (without limitation to the generality of the foregoing) to the set off of credit balance(s) on any account(s) (whether current or otherwise or subject to notice or not) and further provided that if the liability or any part thereof is in different currency from any financial obligation or sum (including a credit balance) against which the Bank seeks to set it off the Bank shall be entitled to utilise currency of such financial obligation or sum for the purchase at the spot rate of exchange of an amount in the currency of the liability not exceeding the amount of such liability and also to pay out any additional sum which the United Kingdom Government may require the Bank to pay for such currency.</p>	





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

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

**COMPANY NO. 2754740  
CHARGE NO. 23**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MARCH  
2010 AND CREATED BY FINAGRA (UK) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ISRAEL DISCOUNT BANK 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 1 APRIL 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2010**



**Companies House**  
— for the record —

*DX/DT*



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