

MG01

Particulars of a mortgage or charge

007980 / 319



IRIS
LASERFORM

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

THURSDAY



A06

A1C08TU1

28/06/2012

#138

COMPANIES HOUSE

1

Company details

Company number

0 2 8 8 5 6 0 7

Company name in full

Touch Local Limited (the "Chargor")

7

For official use

Filing 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 d3 m0 m6 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 dated 13 June 2012 between (1) Touch Local Limited, Enable
Media Limited and Central Index Limited (as Chargors) (2) BMS Finance AB
Limited and (3) BMS Finance Limited (BMS Finance AB Limited and BMS
Finance Limited together as "Chargee")

4

Amount secured

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

Amount secured

All present and future liabilities and obligations
of the Chargors to the Chargee (whether actual or
contingent and whether owed jointly or severally or
as principal or as surety or in any other capacity
whatsoever and whether or not the Chargee was the
original creditor in respect thereof) including
without limitation interest, commission, costs,
charges and expenses charged by any Chargee at
rates agreed by it and the Chargors in the absence
of express agreement at the base rate of The Royal
Bank of Scotland plc from time to time

Continuation page

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

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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	BMS Finance AB Limited
Address	41-44 Great Queen Street, 4 th Floor, London
Postcode	W C 2 B 5 A D
Name	BMS Finance Limited
Address	41-44 Great Queen Street, 4th Floor, London
Postcode	W C 2 B 5 A D

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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

Part 1 - Short Particulars

1 Pursuant to clause 4 1 of the Debenture, the Chargor with full title guarantee charged to the Chargee all its right, title and interest from time to time in each of the following assets

1.1 by way of legal mortgage all Land vested in the Chargor at the date of the Debenture,

1 2 by way of fixed charge all other Land vested in the Chargor at the date of the Debenture (to the extent not effectively charged by Clause 4 1 1 of the Debenture) and all Land acquired by the Chargor after the date of the Debenture,

1 3 by way of fixed charge

- (a) the Securities,
- (b) the Intellectual Property,
- (c) the Monetary Claims,
- (d) the Fixed Plant and Equipment,
- (e) the Loose Plant and Equipment,
- (f) the Accounts,
- (g) the Insurances,
- (h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and
- (i) its present and future goodwill and uncalled capital.

Pursuant to clause 4.2 of the Debenture, the Chargor by way of first floating charge, charged the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Chargee

3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture.

4 Under clause 7.1 of the Debenture, the Chargor agreed, at its own expense, at any time when required by the Chargee, to execute and deliver to the Chargee

4 1 a valid legal mortgage of any Land at the date of the Debenture, or at any time thereafter, owned by the Chargor,

4 2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land at the date of the Debenture, or at any time thereafter, belonging to the Chargor,

4 3 a legal assignment or other fixed Security over all or any of the Charged Property,

4 4 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Chargee may require, and

4 5 a notice to any third party of any of the charges or assignments created by or pursuant to the Debenture,

in each case, to the Chargee and in such form as the Chargee may require

5 Under clause 7 2 of the Debenture, the Chargor agreed at its own expense, at any time when required by the Chargee, to do and concur in all acts or things as the Chargee may deem necessary or desirable for the purpose of the perfection, protection or maintenance of any of the Security intended to be created by the Debenture over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Chargee or any Receiver by the Debenture

Under clause 8 1 of the Debenture the Chargor undertook that it should not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Finance Documents

Under clause 8 2 of the Debenture the Chargor undertook that it should not (and should not agree to) at any time during the subsistence of the Debenture sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

the foregoing, provided that, until the floating charge created by Clause 4.2 of the Debenture has been converted into a fixed charge or the occurrence of an Event of Default, the Chargor may hold, enjoy and deal with the Charged Property which was not at the relevant time expressed to be subject to a fixed charge or mortgage

Part 2 - Definitions

"Account" means any account opened or maintained by the Chargor at any bank or financial institution,

"Charged Property" means all the assets and undertaking of the Chargor which from time to time were, or were purported to be, the subject of the security created in favour of the Chargee by or pursuant to the Debenture,

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Chargor of any kind which do not for any reason constitute a Fixture, but is from the date of the Debenture, or at any time thereafter, directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

"Fixtures" means all things of any kind as at the date of the Debenture or at any time thereafter affixed to land for any purpose, including, without limitation, trade and tenants fixtures;

"Insurances" means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy,

"Intellectual Property" means any of the following in which the Chargor has an interest

(a) any registered intellectual property right in any territory or jurisdiction including without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,

(b) any invention, copyright, design right or performance right;

(c) any trade secrets, know-how and confidential information, and

(d) the benefit of any agreement or licence for the use of any such right,

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes

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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>"Land" excludes heritable property situated in Scotland,</p> <p>"Loose Plant and Equipment" means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time thereafter owned by the Chargor as a capital asset other than the Chargor's stock in trade or work in progress and which is not Fixed Plant and Equipment,</p> <p>"Monetary Claims" means all book and other debts and monetary claims at the date of the Debenture or at any time thereafter owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,</p> <p>"Receiver" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p>"Related Rights" means in relation to any Charged Property·</p> <p>(a) the proceeds of sale of any part of that Charged Property,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,</p> <p>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and</p> <p>(d) any moneys and proceeds paid or payable in respect of that Property,</p> <p>"Securities" means all the right, title and interest of the Chargor, at the date of the Debenture or at any time thereafter, in any</p> <p>(a) stock, shares, bonds, debentures, loan stocks, or or other securities issued by any person;</p> <p>(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and</p> <p>(c) units or other interests in any unit trust or collective investment scheme,</p> <p>"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>

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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

N/a

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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)

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Signature

Please sign the form here

Signature

Signature

X *Ros Watt*

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 Chris Smedley

Company name Rosenblatt Solicitors

Address

Post town

County/Region

Postcode E C 4 A 3 A F

Country

DX DX 493 London/Chancery Lane

Telephone 020 7955 0880



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2885607
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 JUNE 2012
AND CREATED BY TOUCH LOCAL LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS
TO BMS FINANCE AB LIMITED AND BMS FINANCE LIMITED
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 28 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES