

MG01

Particulars of a mortgage or charge



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LASERFORM

134184/26

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

WEDNESDAY



A1BXNDMB

A10

27/06/2012

#87

COMPANIES HOUSE

1

Company details

Company number 03128724

Company name in full Bighand Limited (the "Obligor")

4

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 20/06/2012

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

A pledge of equity interests dated 20 June 2012 between the Obligor and HSBC Bank plc as security trustee for itself and each of the Secured Parties (the "Security Trustee") (the "Agreement")

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Amount secured

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

Amount secured

All the Liabilities and all other present and future obligations at any time due, owing or incurred by the Obligor to any Secured Party under the Secured Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "Secured Liability")

Continuation page

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

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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	HSBC Bank plc		
Address	8 Canada Square		
	London		
Postcode	E	1 4 5 H Q	
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	Please see attached Continuation Page		

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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

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).

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Signature

Please sign the form here

Signature

Signature

X *Vincent Masera LLP* 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 **Leo Shaw**

Company name **Pinsent Masons LLP**

Address **30 Crown Place**

Post town **London**

County/Region

Postcode **E C 2 A 4 E S**

Country

DX **157620 Broadgate 3**

Telephone **020 7418 7050**

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

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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

1 SECURITY INTEREST

As general and continuing security for payment and performance of the Secured Liabilities, the Obligor pledged the Collateral to the Security Trustee and granted to the Security Trustee a security interest in all right, title and interest which the Obligor now has or may hereafter have in the Collateral

2 CONTINUING AGREEMENT

The Security created by the Agreement is continuing, to secure a current or running account, and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge of the Secured Liabilities in whole or in part Without limiting the foregoing, the Secured Liabilities may include advances and re-advances under revolving credit facilities, which permit borrowing, repayment of all or part of the amount borrowed and re-borrowing of amounts previously paid

3 RESTRICTIONS ON SECURITY AND DISPOSITIONS

The Obligor shall not create, assume, incur or permit the existence of any Security on the Collateral except as permitted in the Secured Finance Documents

SCHEDULE

SPECIFIC EQUITY INTERESTS

ISSUER	NUMBER AND CLASS OF EQUITY INTERESTS	CERTIFICATE NO.
Bighand software Inc	1 common	1

DEFINITIONS

"Agent" means HSBC Bank plc

"Arranger" means HSBC Bank plc

"Collateral" means all present and after-acquired undertaking, property and assets of the Obligor of the following kinds

- (i) all Equity Interests in the Issuer,
- (ii) with respect to the property described in item (i) all contracts, investment property, certificates, instruments and other rights and benefits in respect of or evidencing that property,

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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>(iii) with respect to the property described in items (i) to (ii) inclusive, all renewals, substitutions and replacements of that property and all increases and additions to that property, and</p> <p>(iv) with respect to the property described in items (i) to (iii) inclusive, all proceeds from that property, including property in any form derived directly or indirectly from any dealing with that property or proceeds from the property, and any payment made in total or partial discharge or redemption of an instrument or investment property</p> <p>Any reference to "the Collateral" in the Agreement shall be interpreted as referring to "the Collateral or any of it"</p> <p>"Company" means BH Bidco Limited</p> <p>"Delegate" means any delegate, agent, nominee, attorney or co-trustee appointed by the Security Trustee</p> <p>"Equity Interests" means securities of the Issuer in which the Obligor now or in the future has any right title or interest, participations or other equivalent rights in the Issuer's equity or capital, however designated and whether voting or non-voting, warrants, options or other rights to acquire any of the foregoing and securities convertible into or exchangeable for any of the foregoing</p> <p>"Guarantor" has the meaning given to that term in the Senior Facilities Agreement</p> <p>"Intercreditor Agreement" means an intercreditor agreement dated 18 May 2012 (as amended, modified, renewed or extended from time to time) made between, amongst others, the Agent, the Senior Lenders, the Hedge Counterparties, the Original Debtors (as each term is defined therein) and the Security Trustee</p> <p>"Issuer" means BigHand Software Inc</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver or other similar official of the whole or any part of the Secured Assets</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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Secured Finance Documents" has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement (as those agreements may be amended, supplemented, restated and replaced from time to time), and any reference to "the Secured Finance Documents" in the Agreement shall be interpreted as referring to "the Secured Finance Documents or any of them "</p> <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate the Agent, the Arranger and the Senior Creditors from time to time but, in the case of the Agent, Arranger or Senior Creditor, only if it is a party to the Agreement or (in the case of the Agent or a Senior Creditor) has acceded to the Agreement, in the appropriate capacity, pursuant to Clause 16.7 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>"Security Interest" means the Security created by the Obligor in favour of the Security Trustee under the Agreement</p> <p>"Senior Creditors" has the meaning given to that term in the Intercreditor Agreement</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 18 May 2012 between, among others, the Company, the Agent and the Security Trustee, and acceded to by the Obligor on the date hereof, as a Guarantor, as amended, supplemented, restated and replaced from time to time</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3128724
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE OF EQUITY INTERESTS
DATED 20 JUNE 2012 AND CREATED BY BIGHAND LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO ANY SECURED PARTY 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 27 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JUNE 2012

D7



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES