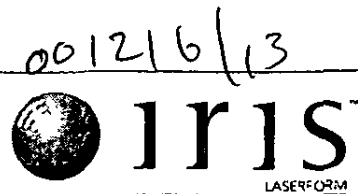


MG01

Particulars of a mortgage or charge



\*AF0HEJ58\*

A30

14/04/2010

340

COMPANIES HOUSE

WEDNESDAY

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

refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

1

Company details

Company number

03769590

Company name in full

DECOMO UK Limited

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

13/04/2010

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

4

Amount secured

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

Amount secured

07  
All present and future indebtedness, obligations and liabilities of the Company to the Bank whether actual, contingent, joint or several including (without limitation) all expenses, legal fees, taxes and any charges or costs incurred by the Bank in relation to any loans or credit facilities, hedging facilities, foreign exchange facilities or other banking facilities which the Bank may from time to time agree to grant or continue to make available to the Company or any guarantee, indemnity or other credit support undertaking given by the Company to the Bank in respect of any other person's liabilities (present or future, actual or contingent, joint or several) owed to the Bank

Continuation page

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

MG01

## Particulars of a mortgage or charge

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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	Fortis Bank, S A /N.V., UK Branch
Address	5, Aldermanbury Square London (the "Bank")
Postcode	E C 2 V 7 H R
Name	
Address	
Postcode	

## 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

The Company

1 charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any land,

2 mortgages or (if or to the extent that the DeBenture does not take effect as a mortgage) charges by way of fixed charge all its Investments including (without limitation) those held for it by a nominee,

3 charges by way of fixed charge (a) the IP Rights, and (b) all other rights of every kind (including, without limitation, fees and royalties) deriving from the IP Rights now or at any time afterwards belonging to the Company arising or subsisting in any jurisdiction and whether registered or not,

4 charges by way of fixed charge its goodwill,

5 charges by way of fixed charge its uncalled capital;

6. charges by way of fixed charge the benefit of each authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration held in relation to any Security Asset,

7 charges by way of first fixed charge the Deposit and all its rights, title and interest in the Deposit,

8 pledges all of its right, title and interest in and to the Pledged Assets,

9 assigns absolutely all its rights, title and interest in and to each Receivable,

10 assigns absolutely all its rights and interests under all contracts and policies of insurance,

11 assigns absolutely all rights under any agreement to which it is a party that are not mortgaged, charged by way of fixed charge or assigned under the DeBenture,

12 charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge, assigned or pledged under the DeBenture

# MG01

## Particulars of a mortgage or charge

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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

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

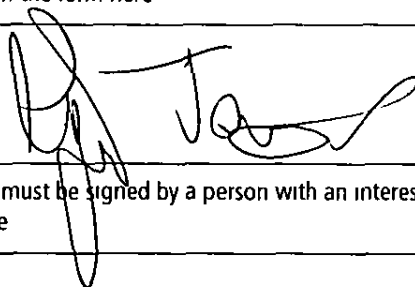
### Signature

Please sign the form here

Signature

Signature

X



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 Jo Lynch-Gardner

Company name Hugh James

Address Hodge House

114-116, St Mary Street

Post town Cardiff

County/Region

Postcode C F 1 0 1 D Y

Country

OX 33000 Cardiff 1

Telephone 02920 224871



### 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)

# MG01 - continuation page

## Particulars of a mortgage or charge

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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 Debenture provides that the Company will not, without the written consent of the Bank, create or permit to subsist any Security Interest over any Security Asset except Security Interests entered into under the Debenture and Security Interests over Pledged Assets that are permitted under paragraph 14 3(n) of the Debenture

#### Definitions

"Accounts" means each and every bank account of the Company held with the London Branch of the Bank and any new account opened pursuant to paragraph 12 of the Debenture (in each case, as those accounts may from time to time be replaced, re-designated or re-numbered) and any sub-accounts of those accounts

"Deposit" means all or any of the amounts now or from time to time standing to the credit of the Accounts, together with any interest accrued or accruing from time to time on any of those amounts and all the other rights and claims of the Company in respect of any of those amounts and the Accounts

"Investments" means

(a) all stocks, shares, debentures, bonds, notes, securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments,

(b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them, and

(c) all dividends, interest and other distributions paid or payable on or in respect of them

"IP Rights" means all patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property

"Pledged Assets" means the Pledged Documents and the Pledged Goods

"Pledged Documents" means all bills of exchange, promissory notes, securities and other negotiable instruments, all bills of lading, mate's receipts, warrants, delivery orders, forwarder's certificates of receipt, holding certificates, wharfinger's or other warehouse-keeper's warrants or receipts, all policies and certificates of insurance and all other documents of title and other documents relating to any Pledged Goods

"Pledged Goods" means all goods from time to time in the possession of, or stored in the name of, or received by, or deposited or lodged with, or transferred to or otherwise held by, or to the order of, or under the control of, the Bank or its agent or nominee (either directly or indirectly and whether for safe keeping, collection, security or otherwise and whether in England or elsewhere)

"Receivable" means a debt that is owed or will become due to the Company that

(a) has arisen or will arise from or is in any way related to any transaction for which the Bank has provided finance (whether directly or indirectly), and/or

continued

MG01 - continuation page  
Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continued

(b) is designated as such by the Company and the Bank, together in each case with all ancillary rights including (without limitation) insurance, guarantees, letters of credit, indemnities or other credit support, and contractual claims relating to that receivable

"Security" means the Security Interests created or intended to be created under the Debenture

"Security Asset" means any asset of the Company which is the subject of any Security

"Security Interests" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, 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 any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired by the person selling it (or a person connected to the person selling it)



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

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

**COMPANY NO. 3769590  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 APRIL 2010  
AND CREATED BY DECOMO UK LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
FORTIS BANK, S.A./N.V., UK BRANCH 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 14  
APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2010



*Companies House*  
— for the record —

DX/DJ



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES