

# M

CHFP041

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in black type or  
bold block  
lettering\* Insert full name  
of company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.098752/26  
**395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number



03971244 ✓

Name of company

Miva (UK) Limited (the "Company")

Date of creation of the charge

7 November 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture /

Amount secured by the mortgage or charge

The Secured Liabilities

Note:All capitalised terms in this Form 395 have the meanings given to them in  
the continuation sheets attached

Names and addresses of the mortgagees or persons entitled to the charge

Bridge Bank, N A / of 55 Almaden Boulevard, A95113, United States of  
America (the "Bank")

Postcode

Presenter's name, address and  
reference (if any)Howard Kennedy  
19 Cavendish Square  
London  
W1A 2AWDX 42748 Oxford Circus  
North

Time critical reference

SP4/GV1/28176 1/h3354698

For official use (02/2006)

Mortgage Section

Post room

THURSDAY



\*AHHV14SH\*

A28

13/11/2008

216

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. By way of first fixed charge by way of legal mortgage the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture
2. By way of first fixed charge the Other Property and the Future Property and all Rights relating to the Other Property and the Future Property, and all Rights relating to the Scheduled Property coming into existence after the date of the Debenture.
- 3 By way of first fixed charge the Book Debts
4. By way of first fixed charge all the Chargor's rights, title, interest and benefit in the Book Debt Accounts

see Continuation Sheet 1

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Please complete legibly, preferably in black type or bold block lettering

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

+ Delete as appropriate

Particulars as to commission allowance or discount (note 3)

NIL

Signed Howard Kennedy

Date 11 November 2008

On behalf of ~~[company]~~ [mortgagee/chargee] <sup>†</sup>

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to Companies House
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

03971244

Please complete  
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bold block lettering

Name of company

Miva (UK) Limited (the "Company")

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Short particulars of all the property mortgaged or charged (continued)

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7. By way of first fixed charge all the Intellectual Property of the Company.
- 8 By way of first fixed charge, the Plant and Machinery
9. By way of first fixed charge the Future Plant and Machinery
- 10 By way of first fixed charge all the goodwill and uncalled capital for the time being of the Company
11. By way of first floating charge all the undertaking and assets of the Company whatsoever, where ever situate, whether moveable, immovable, present or future (including without limitation its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are for any reason not validly charged or assigned by way of fixed charge)

Note

- 1 The charges are given with full title guarantee
2. The Company agrees not to -
  - 2 1 create, purport to create or allow to subsist any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest,
  - 2 2 convey, assign, transfer or agree to convey, assign or transfer the whole or any part of the Charged Property other than Permitted Transfers, or
  - 2 3 permit any person to be registered at the Land Registry as proprietor if any interest (including any easement or overriding interest) in any of the Charged Property
3. In this Form 395 and in the Debenture:-

"Book Debts" means (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendors liens and all similar connected or related rights and assets)

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Lender under the Debenture,

See continuation sheet 2

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Forms Nos 395 and 410 (Scot)

Company number

03971244

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Name of company

Miva (UK) Limited (the "Company")

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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Short particulars of all the property mortgaged or charged (continued)

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**"Distribution Rights"** means 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 any Investments, and includes all dividends, interest and other distributions paid or payable on or in respect of them

**"Book Debts Account"** means means such separate and denominated account or accounts with National Westminster Bank plc or such bank as may be specified or approved in writing by the Bank for the purpose of holding funds and receiving payments of the proceeds of realisation and collection of Book Debts (the Borrower's accounts with National Westminster Bank plc (i) Sterling Account - Sort Code 50-00-00 Account Number 20566379; (ii) US Dollar Account - Sort Code 60-00-04 Account Number: 23758155; (iii) EURO Account - Sort Code: 60-00-04 Account Number 23758171; and (iv) Account Number 20709862 - Sort Code: 50-00-00, all being so approved at today's date); or such other accounts as the Bank may in its discretion, approve or require, as any such account may be redesignated or renumbered from time to time and "Book Debts Account" means any of them

**"Facility Documents"** has the meaning given to it in the Debenture,

**"Fixtures"** means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Chargor and deemed by law to be immovable property other than tenant's fixtures,

**"Future Property"** means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which become the property of the Company after the date of the Debenture, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property,

**"Future Plant and Machinery"** means all plant and machinery, equipment, fittings, installations, apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which become the property of the Company after the date of the Debenture.

**"Investments"** means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments as defined in the Regulations owned by the Company

**"Intellectual Property"** means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including but not limited to those listed in Schedule 1B), registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing  
(see continuation sheet 2)

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Forms Nos 395 and 410 (Scot)

Company number

03971244

Please complete  
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Name of company

Miva (UK)Limited (the "Company")

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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Short particulars of all the property mortgaged or charged (continued)

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**"Loan Agreement"** means the Loan Agreement dated the date of the Debenture made between the Bank and Miva Inc,

**"Occupational Leases"** means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company

**"Other Property"** means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are the property of the Company at the date of the Debenture and do not form part of the Scheduled Property, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property,

**"Permitted Lien"** has the same meaning as in the Loan Agreement;

**"Plant and Machinery"** means all plant and machinery, equipment fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are the property of the Company at the date of this Debenture.

**"Permitted Transfer"** means the conveyance, sale, lease, transfer or disposition by the Company of:

- (a) inventory in the ordinary course of business;
- (b) licenses and similar arrangements for the use of the property of the Company in the ordinary course of business;
- (c) worn-out or obsolete equipment;
- (d) assets subject to a floating charge under the Debenture on arms length terms in the ordinary course of business, and
- (e) permitted by the Loan Agreement.

**"Property"** means the Scheduled Property, the Other Property and the Future Property.

**"Rights"** means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements, which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest).

See continuation sheet 4

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 4  
to Forms Nos 395 and 410 (Scot)

Company number

03971244

Please complete  
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Name of company

Miva (UK) Limited (the "Company")

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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Short particulars of all the property mortgaged or charged (continued)

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**"Scheduled Property"** means all the property short particulars of which are set out in Schedule 1 (The Scheduled Property) of the Debenture (if any), including without limitation, all Fixtures on such property;

**"Secured Liabilities"** means all moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Bank on any current or other account whatsoever pursuant to the Facility Documents, in each case.

- (a) whether present or future,
- (b) whether alone or jointly with any other person,
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, form or style and whether not originally incurred by the Company to the Bank,
- (f) in whatsoever currency denominated, or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees indemnities, documentary or other credits or any instruments from time to time entered into by the Bank for or at the request of the Company together with interest to the date of payment at the rates set forth in the Loan Agreement and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

**"Security Interest"** means any mortgage, charge, assignment, pledge, lien, right of set-off (other than any arising by operation of law and not by contract or bankers rights of combination of accounts in each case in the ordinary course business), hypothecation encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold-back" or "flawed asset" arrangement together with any preferential right having the commercial or substantive effect of the creation of security, sale and leaseback arrangement, trust agreement declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

1



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 3971244  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 NOVEMBER  
2008 AND CREATED BY MIVA (UK) LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO BRIDGE BANK N.A. ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 13 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 NOVEMBER  
2008



*Companies House*  
— for the record —

*Dx mel*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES