

MR01

Particulars of a charge

013815/13

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

FRIDAY



A06

A3901VTT

30/05/2014

#141

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 4 2 0 5 2 2 8

Company name in full hibu (UK) Limited

For official use

7

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d8 m0 m5 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Global Loan Agency Services Limited (and its
successors in title and permitted transferees).

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Land

The Additional Property which includes the following leasehold property Title Number N/A - tenure from 07/03/2014 to 06/03/2019 at 2nd Floor (South), 50 Eastcastle Street, London, W1W 8EA

Definitions

"Additional Property" means all of the Company's rights, title and interest from time to time in and to the freehold and/or leasehold property specified in Schedule 1 (Additional Property) of the Supplemental Charge, all Fixtures from time to time on that property and all Related Rights

Please see attached 2 continuation pages

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X 

X

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

MR01 - continuation page

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Continuation page 1 of 2

"Chargors" means the Company, Eagle Topco 2013 Limited, Eagle Midco 2013 Limited, Eagle Bidco 2013 Limited, YH Limited, hibu Asia Pacific Holdings Limited, Moonfruit Limited, Sitemaker Software Limited, hibu Global Limited, hibu Mediaworks Limited, hibu Sales Limited, hibu Studio Limited, hibu Finance (USD) Limited, hibu Finance (FX) Limited and Yell SIP Trustee Limited

"Company" means hibu (UK) Limited (Company number 04205228)

"Fixtures" means fixtures, fittings and fixed plant, machinery and apparatus

"Related Rights" means in relation to a Security Asset

(a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset,

(b) any moneys or proceeds paid or payable deriving from that Security Asset to the Company,

(c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset,

(d) any awards or judgments in favour of the Company in relation to the Security Asset, and

(e) any other assets deriving from, or relating to, that Security Asset

"Security" means mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Agent" means Global Loan Agency Services Limited

"Security Agreement" means the security agreement dated 3 March 2014 made between the Chargors and the Security Agent

Please see attached continuation page

MR01 - continuation page

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Continuation page 2 of 2

"Security Asset" means the assets which from time to time are, or are expressed to be, the subject of the Security Interests or any part of those assets

"Security Interests" means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to the Security Agreement

"Supplemental Charge" means the supplemental charge dated 28 May 2014 made between the Company and the Security Agent

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Antonia Robinson

Company name Herbert Smith Freehills LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 E G

Country

DX 28

Telephone 020 7374 8000



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4205228

Charge code: 0420 5228 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2014 and created by HIBU (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2014

15x

Given at Companies House, Cardiff on 6th June 2014



Companies House



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



HERBERT
SMITH
FREEHILLS

WE HEREBY CERTIFY
THIS TO BE A TRUE AND
ACCURATE COPY OF
THE ORIGINAL

[Signature]
HERBERT SMITH FREEHILLS LLP
Exchange House
Primrose Street
London EC2A 2EG

Date 29 May 2014

28 May 2014

hibu (UK) Limited

as chargor

and

Global Loan Agency Services Limited

as security agent

SUPPLEMENTAL CHARGE

Herbert Smith Freehills LLP

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THIS SUPPLEMENTAL CHARGE is made on 28 May 2014
BETWEEN:

- (1) hibu (UK) Limited (a company registered in England and Wales with registration number 04205228) whose registered office is at One Reading Central, Forbury Road, Reading, Berkshire, RG1 3YL (the "**Company**"), and
- (2) Global Loan Agency Services Limited as security agent for each of the Secured Parties (the "**Security Agent**")

BACKGROUND

- (A) Pursuant to the Original Debenture (as defined below), the Company charged by way of fixed and floating charges all of its assets as security for payment of the Secured Liabilities
- (B) The Company has acquired interests in real property and, in accordance with clause 5 4(b) (*Future Real Property*) of the Original Debenture (as defined below), the Company has agreed to enter into this Supplemental Charge
- (C) This Supplemental Charge is supplemental to the Original Debenture (as defined below)

IT IS AGREED as follows

1 DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1 1 Definitions

- 1 1 1 Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Charge or unless a contrary intention appears, bear the same meaning when used in this Supplemental Charge and the following terms have the following meanings:

"**Additional Property**" means all of the Company's right, title and interest from time to time in and to the freehold and/or leasehold property specified in Schedule 1 (*Additional Property*), all Fixtures from time to time on that property and all Related Rights

"**Original Debenture**" means the security agreement between among others (1) the Company and (2) the Security Agent dated 3 March 2014 pursuant to which the Company and certain other chargors granted security over their assets to the Security Agent for the payment of the Secured Liabilities.

- 1 1 2 Unless a contrary intention appears and subject to Clause 1 1 1, words defined in the Companies Act 2006 have the same meanings in this Supplemental Charge

1 2 Construction and Third Party Rights

- 1 2 1 The provisions of clause 1 2 (*Construction*) of the UK/US Facilities Agreement apply to this Supplemental Charge as though they were set out in full in this Supplemental Charge except that references to "this Agreement" in the UK/US Facilities Agreement are to be construed as references to this Supplemental Charge

- 1 2 2 No term of this Supplemental Charge is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Supplemental Charge

1.3 Security Trust Provisions

The Security Agent holds the benefit of this Supplemental Charge for the benefit of the Secured Parties on the terms of the Finance Documents.

1.4 Implied Covenants for Title

The obligations of the Company under this Supplemental Charge shall be in addition to the covenants relevant to a disposition of property with full title guarantee deemed to be included in this Supplemental Charge by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994

1.5 Effect as a Deed

This Supplemental Charge is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only

1.6 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition in this Supplemental Charge of the assets hereby mortgaged, charged or assigned to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Charge are incorporated into this Supplemental Charge.

2 SECURITY

2.1 The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Security Agent by way of legal mortgage all of the Company's rights to and title and interest from time to time in the Additional Property

2.2 The Company acknowledges and agrees that the Additional Property shall henceforth form part of the Real Property and the Security Assets for the purpose of all covenants, undertakings, representations and warranties and all other provisions contained in the Original Debenture

2.3 Upon request by the Security Agent, the Company shall promptly make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) of the Additional Property (and any unregistered properties comprising all or part of the Additional Property subject to compulsory first registration at the date of this Supplemental Charge) of a restriction in the form specified by the Security Agent and the obligation to make further advances

3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties

The Company makes the representations and warranties set out in clauses 20.2 (*Status*) to clause 20.9 (*No filing or stamp taxes*), (inclusive), clause 20.11 (*No default*), clause 20.14 (*No proceedings pending or threatened*) to clause 20.16 (*Environmental laws*), clause 20.18 (*Anti-corruption law*) to clause 20.22 (*Legal and beneficial ownership*) (inclusive) and clause 20.32 (*No adverse consequences*) of the UK/US Facilities Agreement to the Security Agent on the date of this Supplemental Charge except that (i) reference to "Finance Documents", "Transaction Documents" and "Transaction Security Documents" are to be construed as references to this Supplemental Charge, and (ii) references to "this Agreement" are to be construed as references to the UK/US Facilities Agreement.

4 INCORPORATION

The provisions of clause 3 (*Restrictions on dealing with Security Assets*) and clause 4 (*Further Assurance*) of the Original Debenture apply to this Supplemental Charge as though they were set out in full in this Supplemental Charge except that (i) references to "this Deed" in the Original Debenture are to be construed as references to this Supplemental Charge and (ii) any reference in those clauses to "Security Assets" or "Real Property" are to be construed in this Supplemental Charge as a reference to the Additional Property.

5 CONTINUATION

- 5 1 Except insofar as supplemented hereby, the Original Debenture will remain in full force and effect
- 5 2 The Company agrees that the execution of this Supplemental Charge shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture
- 5 3 References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as amended and supplemented by this Supplemental Charge and to this Supplemental Charge
- 5 4 This Supplemental Charge is designated a Finance Document

6. COUNTERPARTS

This Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Charge.

7 GOVERNING LAW

This Supplemental Charge and any non-contractual obligations arising out of or in connection with it are governed by English law

8 ENFORCEMENT

- 8 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Charge (including a dispute relating to the existence, validity or termination of this Supplemental Charge or any non-contractual obligation arising out of or in connection with this Supplemental Charge) (a "Dispute").
- 8 2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- 8 3 This Clause 8 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

IN WITNESS whereof this Supplemental Charge has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1
ADDITIONAL PROPERTY

PART 1

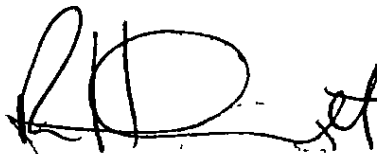
Tenant	Location	Address	Lease start	Lease end	Title Number
hibu (UK) Limited	London	2 nd Floor (South), 50 Eastcastle Street, London, W1W 8EA	07/03/2014	06/03/2019	None – term less than 7 years

EXECUTED AS A DEED BY

hibu (UK) Limited

acting by RICHARD HANSCOTT
a director
in the presence of

Director



Signature of witness



Name of witness

(in **BLOCK CAPITALS**) CHRISTOPHER HUGH GEOFFREY NEALE

Address of witness hibu (UK) LTD, ONE READING CENTRAL,
FORBURY ROAD, READING RG1 3YL

EXECUTED AS A DEED BY

Global Loan Agency Services Limited

acting by . . .
a director
in the presence of

Director

Signature of witness

Name of witness

(in **BLOCK CAPITALS**)

Address of witness

EXECUTED AS A DEED BY

hibu (UK) Limited

acting by

a director

in the presence of.

)

)

)

)

)

Director

Signature of witness

Name of witness

(in **BLOCK CAPITALS**)

Address of witness

EXECUTED AS A DEED BY

Global Loan Agency Services Limited

acting by

a director

in the presence of

)

)

)

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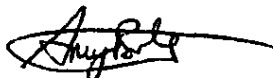
)

Director

MIA DRENNAN

DIRECTOR

Signature of witness



Name of witness

(in **BLOCK CAPITALS**) AMY BOWLEY

Address of witness

GLOBAL LOAN AGENCY SERVICES LIMITED

2 LONDON WALL BUILDINGS

LONDON

EC2M 5UU