

MG01

Particulars of a mortgage or charge

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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

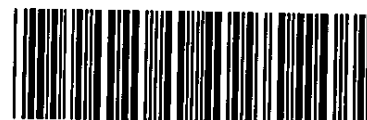
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NO

You cannot use this for
particulars of a charge
company. To do this, p
form MG01s

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06/11/2010

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COMPANIES HOUSE

USE

1

Company details

Company number

5 3 0 6 5 0 4

Company name in full

WEBFUSION LIMITED (the "Company")

→ 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

✓ 2 8 1 0 2 0 1 0

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 (the "Deed")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent, and whether owed
solely or jointly and whether as principal or
surety or in any other capacity whatsoever), of the
Company to BoS under or pursuant to any Finance
Document and including interest, discount,
commission and other lawful charges or expenses
which BoS may in the course of its business charge
or incur in respect of any of those matters or for
keeping the Company's account, and so that interest
shall be computed and compounded according to the
usual BoS rates and practice (or otherwise agreed
in writing) after as well as before any demand made
or judgment or decree obtained under or in relation
to the Deed ("**Secured Liabilities**")

Continuation page

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

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Particulars of a mortgage or charge

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 BANK OF SCOTLAND PLC ("BoS")

Address THE MOUND

EDINBURGH

Postcode E H 1 1 Y Z

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

1 Charging provisions

1 1 The Company with full title guarantee charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities -

1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule hereto together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;

1 1.2 by way of fixed charge -

1.1.2 1 all estates or interests in any freehold or leasehold property belonging to the Company as at 28 October 2010 or at any time after 28 October 2010 (other than any property charged in terms of clause 2.1 1 of the Deed) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

1.1.2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,

1 1.2 3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled,

1 1.2 4 all plant and machinery of the Company as at 28 October 2010 or in the future attached to property which is charged by the foregoing provisions of clause 2.1 of the Deed,

continued on the continuation page

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7 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 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 DLA PIPER UK LLP X

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

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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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p> <p>1.1 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Deed, whether by way of dividend, distribution, interest or otherwise,</p> <p>1.1 2 7 all rights and interests in and claims under all insurance contracts or policies as at 28 October 2010 or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),</p> <p>1.1.2 8 all rights and interest and claims under all other insurance or assurance contracts or policies as at 28 October 2010 or in the future held by or insuring to the benefit of the Company (including all money payable under them),</p> <p>1.1 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case as at 28 October 2010 or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,</p> <p>1.1 2 10 the benefit of all agreements and licences as at 28 October 2010 or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2 9 of the Deed but owned by others,</p> <p>1 1.2 11 all the Company's rights as at 28 October 2010 or in the future in relation to trade secrets, confidential information and know how in any part of the world,</p> <p>1.1 2 12 all present and future book debts of the Company,</p> <p>1 1 2.13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1.2.7 or 2.1 2 8 of the Deed);</p> <p>1 1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,</p> <p>1.1 2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 1.2 16 all rights, money or property accruing or payable to the Company as at 28 October 2010 or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2 1 of the Deed, and</p> <p>1.1 2 17 all the Company's goodwill and uncalled capital for the time being;</p> <p>1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Deed, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.1 2 of the Deed)</p> <p>1 2 The Company with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)</p> <p>1 2.1 1 all the right, title and interest of the Company in and to any interest rate hedging agreements as at 28 October 2010 or in the future entered into with any person; and</p> <p>1 2.1.2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Deed,</p> <p>1.3 To the extent that any such right, title and interest as is referred to in clause 2 2 of the Deed is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p> <p>1 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by the Deed, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security</p> <p>1 5 BoS may at any time following the security constituted by the Deed becoming enforceable, by notice to the Company, immediately convert the floating charge created under clause 2 1 3 of the Deed into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge -</p> <p>1.5 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge;</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 5.2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,</p> <p>1 5 3 in respect of all Assets charged under clause 2 1 3 of the Deed if and when the Company ceases to carry on business or to be a going concern, and</p> <p>1.5 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company</p> <p>1.6 Clause 2.5 of the Deed will not apply -</p> <p>1.6 1 to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/or</p> <p>1 6 2 solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000</p> <p>1 7 The Company will not without the prior written consent of BoS.-</p> <p>1.7 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS), or</p> <p>1 7 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or</p> <p>1 7 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset,</p> <p>other than where permitted in accordance with the terms of the Senior Finance Documents.</p> <p>1.8 The obligation on the part of BoS to make further advances to the Company is deemed to be incorporated in the Deed and the Company applies to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.9 The Company will, subject to any prior obligations under any Finance Document (as such term is defined in the Senior Facilities Agreement), immediately upon request by BoS, deliver to BoS (or as it shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in clause 2.1.2.5 of the Deed together with stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. Once the security constituted by the Deed has become enforceable, BoS may at any time after 28 October 2010 complete the instruments of transfer on behalf of the Company in favour of itself or such other person as it shall select.

1.10 The Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require -

1.10.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2.1.1 of the Deed and of any freehold or leasehold property acquired by the Company after 28 October 2010,

1.10.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

1.10.3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 2.1.3 of the Deed,

1.10.4 a chattel mortgage over such chattels, plant and machinery as BoS may specify, and

1.10.5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 2.2 of the Deed,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Deed or for facilitating the realisation of the Assets or the exercise of any rights of BoS under the Deed.

1.11 The Company shall

1.11.1 get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for BoS, and

1.11.2 if called upon to do so by BoS execute a legal assignment of all or any of the Receivables to BoS.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 12 If BoS releases, waives, or postpones its rights in respect of any Receivables to enable the Company to factor or discount them to any third party (the "factor"), the charges created by the Deed shall in all other respects remain in full force and effect. All amounts becoming due to the Company from the factor and any Receivables re-assigned, or due to be re-assigned to the Company, shall be subject to the relevant fixed charge created by the Deed, subject only to any defences or rights of set-off which the factor may have against the Company;</p> <p>1.13 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Deed</p> <p>2 Continuing Security</p> <p>This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.</p> <p>3 Undertakings</p> <p>Save to the extent that the provisions of this clause are inconsistent with or conflict with the terms of any facility letter entered into between (inter alia) the Company and BoS from time to time, or with the terms of the Senior Finance Documents, the Company will:-</p> <p>3 1 not make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties,</p> <p>3 2 not grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same;</p> <p>3 3 not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties;</p> <p>3 4 not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 5 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets

4 Power of Attorney

4 1 The Company irrevocably and by way of security appointed BoS (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Deed or may be required or deemed proper in the exercise of any rights or powers conferred on BoS or any Receiver under the Deed or otherwise for any of the purposes of the Deed.

4 2 The Company ratified and confirmed and agreed to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 8 1 of the Deed.

5 Set-off

5 1 The Company agreed that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as BoS may select

5 2 If BoS exercises any rights in respect of any money as referred to in clause 13 1 of the Deed (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Company and that liability or any part of it is in a different currency from any credit balance against which BoS seeks to exercise its rights, BoS may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing BoS spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by BoS in connection with that purchase

5 3 BoS shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by BoS

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form:</p> <p>"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,</p> <p>"Counter Indemnity" means the counter indemnity entered into by the Company in favour of BoS dated on 28 October 2010 in respect of an indemnity entered into by BoS in favour of FDR Limited pursuant to a Processing Agreement between FDR Limited, HBOS plc and First Data Merchant Services Limited dated 27 November 2002,</p> <p>"Finance Document" means the Counter Indemnity and the Deed,</p> <p>"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2 2, 2 3 of the Deed or (with effect from the date of its creation) any security created pursuant to clause 2 10 of the Deed,</p> <p>"Permitted Disposal" means</p> <p>(a) the disposal of stock subject only to the floating charge created by clause 2 1 3 of the Deed on an arm's length basis in the ordinary course of trading,</p> <p>(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company,</p> <p>(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality;</p> <p>"Properties" means at any time the freehold, heritable and leasehold properties of the Company at that time or any of them as the context requires,</p> <p>"Receivables" means all sums of money as at 28 October 2010 or in the future receivable by the Company which consist of or are derived from any Asset referred to in clauses 2 1 1, 2.1.2, 2 2 or 2 3 of the Deed or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to clause 2 10 of the Deed,</p> <p>"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Deed in respect of the Company or over all or any of the Assets charged by or pursuant to the Deed;</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 14 September 2010 and entered into between (1) HEL Midco Limited as</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

Parent, (2) HEL Bidco Limited as Company, (3) the entities listed in part 1 of schedule 1 as Original Borrowers, (4) the entities listed in part 1 of schedule 1 as Original Guarantors, (5) Clydesdale Bank PLC, Commerzbank Aktiengesellschaft, HSBC Bank plc, IKB Deutsche Industriebank AG, Lloyds TSB Bank plc and Société Générale as Arrangers, (6) the financial institutions listed in part 2 of schedule 1 as Original Lenders, (7) the persons listed in part 3 of schedule 1 as Original Hedge Counterparties, (8) Lloyds TSB Bank plc as Agent and (9) Lloyds TSB Bank plc as Security Agent; and

"Senior Finance Documents" means "Finance Documents" as such term is defined in the Senior Facilities Agreement.

The Schedule

Freehold and leasehold property

None as at 28 October 2010



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5306504
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 OCTOBER
2010 AND CREATED BY WEBFUSION LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO BANK OF SCOTLAND PLC 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 6 NOVEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER
2010**

Handwritten signature



Companies House
— for the record —



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