

01-98.

MG01

Particulars of a mortgage or charge



105836/91

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
particulars of a charge for
company. To do this, please
use form MG01s

SATURDAY



1 Company details

Company number 5 4 3 3 4 8 6

Company name in full Direct Group Investment Limited ("Company")

8 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 d2 d5 m0 m5 y2 y0 y1 y0

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 Corporate guarantee and debenture (the "**Debenture**")

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 owned
jointly or severally or alone or in any other
capacity whatsoever) of any present or future member
of the Group to the Security Agent and/or the other
Secured Parties (or any of them) under or pursuant
to any Loan Note Document (including all monies
covenanted to be paid under the Debenture)

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

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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

Lloyds TSB Development Capital Limited

Address

1 Vine Street, London

Postcode

W 1 J 0 A H

Name

Address

Postcode

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1. Definitions

In this Form MG01

"**Accession Deed**" means an accession deed substantially in the form set out in schedule 5 (*Form of Accession Deed*) to the Debenture,

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 5 2 (*Security assignments*) of the Debenture,

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, or registration,

"**Charged Investments**" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"**Charged Securities**" means

- (a) (i) 300,000 Ordinary shares in Direct Group Property Services Limited,
- (ii) 5,000 Ordinary C shares in Direct Group Holdings Limited,
- (iii) 82,181 Preferred ordinary shares in Direct Group Holdings Limited,
- (iv) 5,698,000 Ordinary shares in Direct Group Holdings Limited,
- (v) 6,000 Ordinary B shares in Direct Group Holdings Limited,

Please see continuation sheet

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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

NIL

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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)

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Signature

Please sign the form here

Signature

Signature

X DLA Rper UK 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 Sara Levy

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode M 2 3 D L

Country

DX DX 14304 MANCHESTER

Telephone 0161 235 4196



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(vi) 104,288 Ordinary A shares in Direct Group Holdings Limited,</p> <p>(vii) 2,400 Ordinary B shares in Direct Group Holdings Limited,</p> <p>(viii) 100,000 Ordinary shares in Millenium Insurance Brokers Limited,</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,</p> <p>"Chargors" means the Company, Direct Newco Limited, Direct Group Holdings Limited, Direct Group Property Services Limited, Direct Group Limited, Millenium Insurance Brokers Limited and Evander Validation Services Limited and any other company which accedes to this Deed pursuant to an Accession Deed,</p> <p>"D Loan Note Instrument" means the instrument dated the same date as the Debenture pursuant to which the D Loan Notes are constituted,</p> <p>"D Loan Notes" means the £1,401,270 12 per cent fixed rate secured D loan notes due 2017 issued by Direct Newco Limited pursuant to the D Loan Note Instrument,</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture or any Accession Deed,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> <p>"Group" means the Chargors, any subsidiary or subsidiary undertaking of the Chargors, any holding company or parent undertaking of the Chargors and any subsidiary or subsidiary undertaking of such holding company or parent undertaking and references to a "member of the Group" or "Group Company" or "Group member" shall be construed accordingly,</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Company or in which the Company from time to time has an interest,</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),</p> <p>"Loan Note Documents" means the D Loan Note Instrument, the D Loan Notes, the Security Trust Deed, the Debenture and any other document entered into pursuant to them,</p>	

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Amount secured

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

Amount secured

Please see continuation sheet no 3

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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

"Party" means a party to the Debenture,

"Permitted Security" means the debenture dated 1 October 2009 executed by (1) Direct Newco Limited (2) the subsidiaries listed in schedule 1 therein and (3) Lloyds TSB Bank plc,

"Quasi-Security" means an arrangement or a transaction by any Chargor to

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the Group,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,
- (e) in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset,

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company or in which the Company has an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"Receiver" means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under this Deed,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and

Please see continuation sheet no 4

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4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,	
	<p>"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Loan Note Document (including all monies covenanted to be paid under the Debenture),</p>	
	<p>"Secured Parties" means the holders of the D Loan Notes from time to time and any Receiver or Delegate,</p>	
	<p>"Security" means a mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p>	
	<p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,</p>	
	<p>"Security Trust Deed" means the security trust deed dated the same as the Debenture and made between the Security Agent and the Security Beneficiaries as set out therein,</p>	
	2. Fixed security	
	2 1 By way of first legal mortgage	
	(i) the Real Property (if any) specified in part 1 of schedule 1 (<i>Details of Security Assets</i>) to the Debenture, and	
	(ii) all Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 5 1(a)(i) of the Debenture)	
	2 2 By way of first fixed charge	
	(i) all other Real Property and all interests in Real Property (not charged by clause 5 1(a) of the Debenture),	
	(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and	
	(iii) the proceeds of sale of all Real Property,	
	2 3 By way of first fixed charge all plant and machinery (not charged by clauses 5 1(b) or 5 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,	
	2 4 By way of first fixed charge	
	(i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Debenture), and	
	Please see continuation sheet no 5	

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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>(ii) the benefit of all contracts, licences and warranties relating to the same,</p> <p>2 5 By way of first fixed charge</p> <p>(i) the Charged Securities, and</p> <p>(ii) all other Charged Securities (not charged by clause 5 1(e)(i) of the Debenture),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>2 6 By way of first fixed charge all accounts of the Company with any bank, financial institution or other person at any time and all monies (other than any monies held on trust by the Company for any other party other than another Chargor) at any time standing to the credit of such accounts, in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>2 7 By way of first fixed charge all Intellectual Property (if any),</p> <p>2 8 To the extent that any Assigned Asset is not effectively assigned under clause 5 2 (Security assignments) of the Debenture, by way of first fixed charge such Assigned Asset,</p> <p>2 9 By way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p>(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and</p> <p>(ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it,</p> <p>2 10 By way of first fixed charge all of the goodwill and uncalled capital of the Company</p> <p>2 11 By way of assignment all the Company's present and future right title and interest in and to each of the following</p> <p>(i) all Insurances, and all claims under the Insurances and all proceeds of the Insurances, and</p> <p>(ii) all other Receivables (not assigned under clause 5 2(a) of the Debenture)</p> <p>To the extent that any Assigned Asset described in clause 5 2(a) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances</p>	<p>Please see continuation sheet no 6</p>

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Amount secured

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

Amount secured

- 2 12 By way of first floating charge all the Company's present and future
- (i) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clauses 5 1 (*Fixed charges*), and clause 5 2 (*Security assignments*) of the Debenture or any other provision of the Debenture, and
 - (ii) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland
3. **Negative Pledge**
- The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent
- (i) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Debenture and any Permitted Security, or
 - (ii) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset



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

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

**COMPANY NO. 5433486
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CORPORATE GUARANTEE AND
DEBENTURE DATED 25 MAY 2010 AND CREATED BY DIRECT
GROUP INVESTMENT LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
SECURITY AGENT AND/OR THE OTHER SECURED PARTIES (OR
ANY OF THEM) 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
5 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2010



Handwritten signature: P. well.

