

# MG01

## Particulars of a mortgage or charge

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**iris**  
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 NOT for

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

TUESDAY



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\*A8HL4XPA\*

20/09/2011

254

COMPANIES HOUSE

1

### Company details

Company number

0 5 9 3 2 9 8 0

Company name in full

Indicia Results Limited (the "Company")

For official use



#### Filing 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

01 05 2009 20 09 11

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

Composite Guarantee and Debenture entered into between (1) the Company,  
(2) Indicia Group Limited, (3) Indicia Edinburgh Limited, (4) Indicia  
Limited (5) Make It Rain Limited and (6) the Chargee (the "Deed")

4

### Amount secured

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

Amount secured

All moneys and all obligations and liabilities at  
the date of the Deed or thereafter due, owing or  
incurred by the Company to the Chargee whether  
express or implied, present, future or contingent,  
joint or several, incurred as principal or surety,  
determined in whatever currency or incurred on any  
banking account whatsoever, including, without  
limitation, under or pursuant to any Finance  
Document, when the same become due for payment or  
discharge and interest (as well after as before  
judgment) to date of payment at such rates and upon  
terms as may from time to time be payable and all  
commission, fees, expenses and other charges and  
all legal and other costs when the same became due  
for payment or discharge, (the "Secured  
Obligations")  
(Please see continuation sheet)

#### Continuation page

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

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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	<u>Definitions</u>	<p><b>"Facility Agreement"</b> means the £300,000 facility agreement dated or to be dated on or about the date of the Deed between (1) the Chargee (as lender) and (2) Indicia Group Limited (as borrower);</p> <p><b>"Finance Documents"</b> means the Deed, the Series A Bond Instrument, the Series A Bonds, the Series B Bond Instrument, the Series B Bonds, the Facility Agreement, the scots law bond and floating charge dated or to be dated on or about the date of the Deed between Indicia Edinburgh Limited and the Chargee and any other document, certificate or instrument (1) executed in connection therewith or pursuant thereto or (11) otherwise designated a Finance Document by the Chargee,</p> <p><b>"Series A Bonds"</b> means the 1 A Bond and the 36 B Bonds (as such terms are defined in the Series A Bond Instrument) constituted and issued by Indicia Group Limited pursuant to the Series A Bond Instrument;</p> <p><b>"Series A Bond Instrument"</b> means the instrument made by way of deed poll by Indicia Group Limited and dated or to be dated on or about the date of the Deed pursuant to which the Series A Bonds were constituted;</p> <p><b>"Series B Bonds"</b> means the 1 A Bond and the 36 B Bonds (as such terms are defined in the Series B Bond Instrument) constituted and issued by Indicia Group Limited pursuant to the Series B Bond Instrument; and</p> <p><b>"Series B Bond Instrument"</b> means the instrument made by way of deed poll by Indicia Group Limited and dated or to be dated on or about the date of the Deed pursuant to which the Series B Bonds were constituted.</p>

**MG01****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 EPIC Investments LLP (the "Chargee")

Address Audrey House, 16-20 Ely Place

London

Postcode E C 1 N 6 S N

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

Fixed Charges

(a) by way of way of legal mortgage, the Company's Properties (if any) other than any Property in Scotland specified in Schedule 1 (Properties) of the Deed,

(b) by way of legal mortgage, all Properties (other than any property specified in Schedule 1 (Properties) of the Deed or any Property in Scotland) at the date of the Deed owned by the Company or in which the Company has an interest,

(c) by way of fixed charge (to the extent not the subject of a legal mortgage by virtue of (a) or (b) above) all present and future Properties at the date of the Deed or from time to time thereafter owned by the Company or in which the Company may have an interest;

(d) by way of fixed charge, all Equipment at the date of the Deed or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,

(e) by way of fixed charge, all Securities at the date of the Deed or from time to time thereafter owned by the Company or in which the Company has an interest;

(f) by way of fixed charge, all Debts at the date of the Deed or from time to time thereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it),

(g) by way of fixed charge, the proceeds of collection of all Debts and all moneys standing to the credit of the Receivables Account;

(Please see continuation sheet)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(Fixed Charges)</p> <p>(h) by way of fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Accounts;</p> <p>(i) by way of fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums;</p> <p>(j) by way of fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in (f), (g), (h) or (i) above;</p> <p>(k) by way of fixed charge, the goodwill and uncalled capital of the Company;</p> <p>(l) by way of fixed charge, the Intellectual Property (if any) specified in Schedule 2 (Intellectual Property) of the Deed; and</p> <p>(m) by way of fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 2 (Intellectual Property) of the Deed), at the date of the Deed or from time to time thereafter owned by the Company or in which the Company may have an interest,</p> <p>((a) to (m) above, together the "Fixed Charge Assets")</p> <p><u>Floating Charges</u></p> <p>By way of floating charge the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 (Fixed Charges) of the Deed or otherwise pursuant to the Deed but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland</p> <p>(the Fixed Charges and the Floating Charges above, together the "Charged Assets").</p> <p><u>Negative Pledge</u></p> <p>The Company covenants that it will not</p> <p>(a) dispose of all or any of its Properties;</p> <p>(b) dispose of all or any of its Equipment except for disposals for which the Chargee's consent has been requested in the form set out in Schedule 5 Part 1 (Disposal of Charged Assets) of the Deed and expressly granted by the Chargee in the form set out in Schedule 5 Part 2 (Disposal of Charged Assets) of the Deed,</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

(c) dispose of all or any of its Fixed Charge Assets without the prior written consent of the Chargee,

(d) dispose of any of its Charged Asset the disposal of which is not otherwise restricted by the express terms of the Deed otherwise than for full value in the ordinary course of business;

(e) without limiting the generality of the foregoing provisions of these paragraphs (a) - (f) dispose of, or create or attempt to create or permit to subsist or arise any Security Interest (except Permitted Security) on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(c) (Debts) of the Deed, or

(f) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Security Interest on or affecting the Charged Assets or any part thereof except Permitted Security

#### Further Assurance

The Company shall if and when at any time required by the Chargee execute such further Security Interests and assurances in favour of or for the benefit of the Chargee and do all such acts and things as the Chargee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Chargee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

#### Definitions

"Account" means each account other than the Receivables Account from time to time opened or maintained by the Company at such branch of the Account Bank as the Chargee may approve and all rights, benefits and proceeds in respect of such account;

"Account Bank" means a bank with which the Company maintains the Receivables Account or one or more Accounts,

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest,

"Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security Interests, Collateral Instruments and any other rights relating thereto

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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>(whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3.1(g) or 3.1(h) of the Deed;</p> <p>"<b>Equipment</b>" means machinery, equipment, furniture, furnishings, fittings and fixtures and other <u>tangible personal property</u> (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP,</p> <p>"<b>Fixtures</b>" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), <u>fixed plant and machinery</u> and other items attached to that property, whether or not constituting a fixture at law,</p> <p>"<b>GAAP</b>" means accounting principles which are for the time being generally acceptable in the United Kingdom;</p> <p>"<b>Insurances</b>" means, in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest;</p> <p>"<b>Intellectual Property</b>" means, in relation to the Company, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property, in each case at the date of the Deed or from time to time thereafter owned by the Company, including any renewals, revivals or extensions thereof and wherever in the world subsisting;</p> <p>"<b>Inventory</b>" means inventory, goods and merchandise, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description and wherever located used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them;</p> <p>"<b>Permitted Security</b>" means any Security Interest permitted to subsist by the terms of the Series A Bond Instrument or the Series B Bond Instrument;</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

"**Property**" means, in relation to the Company, freehold, heritable and leasehold property wherever situate, and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires,

"**Receivables Account**" means the account with any bank, financial institution or other person to which the proceeds of realisation of Debts are to be paid pursuant to clause 5.1(c) of the Deed;

"**Securities**" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof; and

"**Security Interest**" 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

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## Particulars of a mortgage or charge

### 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 Nil

### 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 870)

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 866) 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 *Squire, Sanders & Densley (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 Sam Morton

Company name Squire, Sanders & Dempsey  
(UK) LLP

Address Trinity Court

16 John Dalton Street

Post town Manchester

County/Region

Postcode M 6 0 8 H S

Country United Kingdom

DX DX 14347 Manchester 1

Telephone +44 (0)161 830 5000



### 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](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)



FILE COPY

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

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

COMPANY NO. 5932980  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 15 SEPTEMBER 2011 AND CREATED BY  
INDICIA RESULTS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO EPIC  
INVESTMENTS LLP 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 20 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER  
2011

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES