

374774/364  
**MG01**

Particulars of a mortgage or charge



**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

X **What this form is NOT for**  
You cannot use this form to re-  
register particulars of a charge for a S  
company. To do this, please use  
form MG01s

THURSDAY



\*ATO5EO86\*

A10 14/10/2010 220

COMPANIES HOUSE

**1**

**Company details**

Company number 6 5 2 8 9 6 5

Company name in full Inclusive Way Limited ("**Chargor**")

2

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 d0 d6 m1 m0 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

Composite guarantee and debenture dated 6 October 2010 between (1) the  
Original Chargors (as defined below) (including the Chargor) and (2)  
Agilo Master Fund Limited ("**Lender**") ("**Deed**")

**4**

**Amount secured**

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

Amount secured

All present and future monies, obligations and  
liabilities (whether actual or contingent and  
whether owned jointly or severally or alone, as  
principal, guarantor or surety or in any other  
capacity whatsoever) of any present or future  
member of the Group to the Lender ("**Secured  
Obligations**")

**Continuation page**

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

# 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							
Name	Agilo Master Fund Limited							
Address	Milton Gate, 60 Chiswell Street, London							
Postcode	E	C	1	Y		4	A	G
Name								
Address								
Postcode								

#### Continuation page

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

### 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. FIXED SECURITY

##### 1.1 Fixed charges

The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of the Secured Obligations, charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest.

(a) by way of first legal mortgage

(i) the Real Property specified in part 1 of schedule 3 (Details of Security Assets) of the Deed (more particularly described in part 1 of schedule 1 below), and

(ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, the Chargor (not charged by clause 5 1(a)(i) of the Deed (more particularly described at paragraph 1 1(a)(i) above)),

(b) 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 Deed (more particularly described at paragraph 1.1(a) above)),

(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;

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="308 342 1026 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="308 398 1497 521">(c) by way of first fixed charge all plant and machinery (not charged by clauses 5.1(a) or 5.1(b) of the Deed (more particularly described at paragraph 1 1(a) and 1 1(b) above)) and the benefit of all contracts, licences and warranties relating to the same,</p> <p data-bbox="308 555 834 589">(d) by way of first fixed charge</p> <p data-bbox="308 622 1497 712">(1) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Deed (more particularly described at paragraph 1 1(c) above)), and</p> <p data-bbox="308 745 1497 813">(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p data-bbox="308 846 834 880">(e) by way of first fixed charge</p> <p data-bbox="308 902 1497 992">(1) the Charged Securities referred to in part 2 of schedule 3 (<i>Details of Security Assets</i>) of the Deed (more particularly described in part 2 of schedule 1 below), and</p> <p data-bbox="308 1025 1497 1093">(11) all other Charged Securities (not charged by clause 5 1(e)(1) of the Deed (more particularly described at paragraph 1 1(e)(1) above)),</p> <p data-bbox="308 1126 1497 1249">in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p data-bbox="308 1283 834 1317">(f) by way of first fixed charge</p> <p data-bbox="308 1339 1497 1406">(1) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and</p> <p data-bbox="308 1440 1497 1563">(11) all accounts of the Chargor with any bank, financial institution or other person at any time not charged by clause 5.1(f)(1) of the Deed (more particularly described at paragraph 1 1(f)(1) above) and all monies at any time standing to the credit of such accounts,</p> <p data-bbox="308 1597 1497 1686">in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing,</p> <p data-bbox="308 1720 834 1753">(g) by way of first fixed charge</p> <p data-bbox="308 1776 1497 1877">(1) the Intellectual Property specified in part 4 of schedule 3 (<i>Details of Security Assets</i>) of the Deed (more particularly described in part 4 of schedule 1 below), and</p> <p data-bbox="308 1910 1497 2000">(11) all other Intellectual Property (if any) (not charged by clause 5 1 (g)(1) of the Deed (more particularly described at paragraph 1 1(g)(1) above)),</p>

# MG01 - continuation page

## 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

(h) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 (*Security assignments*) of the Deed (more particularly described at paragraph 1.2 below), by way of first fixed charge such Assigned Asset;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and

(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

#### 1.2 Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

(b) each of the following

(i) each present and future Key-man Policy,

(ii) all Insurances specified in part 6 of schedule 3 (*Details of Security Assets*) of the Deed (more particularly described in part 6 of schedule 1 below), and

(iii) all other Insurances (not assigned by clauses 5.2(b)(i) or 5.2(b)(ii) of the Deed (more particularly described at paragraphs 1.2(b)(i) or 1.2(b)(ii) above),

and all claims under the Insurances and all proceeds of the Insurances, and

(c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing; and

# MG01 - continuation page

## 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

(d) all other Receivables (not assigned under clauses 5.2(a) or 5.2(b) of the Deed (more particularly described at paragraphs 1.2(a) or 1.2(b) above))

To the extent that any Assigned Asset described in clause 5.2(b) of the Deed (more particularly described at paragraph 1.2(b) above) 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 Chargor to any proceeds of such Insurances

#### 2. FLOATING CHARGE

2.1 The Chargor charged and agreed to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5.1 (*Fixed charges*) of the Deed (more particularly described at paragraph 1.1 above), clause 5.2 (*Security assignments*) of the Deed (more particularly described at paragraph 1.2 above) or any other provision of the Deed, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

The Lender may by written notice to the Chargor convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice

2.2 The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

(a) in relation to any Security Asset which is subject to a floating charge if

(i) the Chargor creates (or attempts or purports to create) any Security on or over the relevant Security Asset without the prior written consent of the Lender, or

(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

<p><b>6</b></p>	<p><b>Short particulars of all the property mortgaged or charged</b></p>	
<p>Short particulars</p>	<p>Please give the short particulars of the property mortgaged or charged</p> <p><b>Note 1 - Restrictive Covenants</b></p> <p>1. The Chargor shall not do nor agree to do any of the following without the prior written consent of the Lender</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed, or</p> <p>(b) 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</p> <p>2 The Chargor shall not.</p> <p>(a) except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any Security Assets, and</p> <p>(b) do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)</p> <p>3 (a) The Chargor shall not, except with the prior written consent of the Lender.</p> <p>(1) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),</p> <p>(11) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or</p> <p>(111) grant any licence to assign or sub-let any part of the Real Property.</p> <p>(b) The Chargor shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Lender</p> <p>(c) The Chargor shall not do, nor knowingly permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.</p>	

# MG01 - continuation page

## 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

4 The Chargor shall:

(a) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any Chargor to use such property, and

(b) not discontinue the use of the Intellectual Property

5 The Chargor shall without prejudice to clause 12.1 (*Negative pledge and Disposals*) of the Deed (more particularly described at paragraph 1 of this Note 1 above) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable

6 The Chargor shall not, except with the prior written consent of the Lender, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract.

#### Note 2 - Receiver

The Deed contains the power to appoint a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets ("**Receiver**")

#### Note 3 - Power of Attorney

The Deed contains an irrevocable and several power of attorney by way of security in favour of the Lender each Receiver and any Delegate.

#### Note 4 - Further Assistance

The Chargor shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:

(a) creating, perfecting or protecting the Security intended to be created by the Deed; and

(b) facilitating the realisation of any Security Asset,

(c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender, or any Receiver or any Delegate in respect of any Security Asset, or

(d) creating and perfecting Security in favour of the Lender over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed

# MG01 - continuation page

## 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

This includes

(1) the re-execution of the Deed,

(11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee, and

(111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient.

#### Note 5 - Definitions

For the purposes of this form MG01, at all times the following terms have the following meanings

**"Accession Deed"** means an accession deed substantially in the form set out in schedule 7 (*Form of Accession Deed*) to the Deed,

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 5.2 (*Security assignments*) of the Deed (more particularly described at paragraph 1.2(b) above),

**"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) the securities specified in part 2 of schedule 3 (*Details of Security Assets*) in the Deed (more particularly described in part 2 of schedule 1 below); and

(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 Deed) now or in future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time,

**"Chargors"** means.

(a) the Original Chargors, and

(b) any other company which accedes to the Deed pursuant to an Accession Deed,



# MG01 - continuation page

## 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

**"Debenture Security"** means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver,

**"Group"** means the Parent and each of its Subsidiaries from time to time;

**"Insurances"** means all policies of insurance which are at any time held by, or written in favour of, the Chargor or in which the Chargor from time to time has an interest (including, without limitation:

(a) all present and future Key-man Policies, and

(b) the policies of insurance (if any) specified in part 6 of schedule 3 (*Details of Security Assets*) of the Deed (more particularly described in part 6 of schedule 1 below),

**"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 Chargor in, or relating to:

(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

(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 3 (*Details of Security Assets*) of the Deed (more particularly described in part 4 of schedule 1 below));

**"Key-man Policy"** means each key-man life assurance policy (in form and substance reasonably satisfactory to the Lender and with such insurer as the Lender may reasonably approve) taken out and maintained by the Chargor in respect of the death and disability and/or critical illness of the key individuals specified by the Lender and any substitute or replacement policy entered into relating to the same,

**"Original Chargors"** means the companies listed in schedule 1 to the Deed (more particularly described in schedule 2 below) including the Chargor;

**"Parent"** means Yellowhammer Bars Limited (company number 6528971),

# MG01 - continuation page

## 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><b>"Planning Acts"</b> means (A) the Town and Country Planning Act 1990, (B) the Planning (Listed Buildings and Conservation Areas) Act 1990, (C) the Planning (Hazardous Substances) Act 1990, (D) the Planning (Consequential Provisions) Act 1990, (E) the Planning and Compensation Act 1991, (F) any regulations made pursuant to any of the foregoing and (G) any other legislation of a similar nature,</p> <p><b>"Quasi-Security"</b> means an arrangement or transaction described below.</p> <p>(a) the sale transfer or other disposal of any of the Chargors' assets on terms whereby they are or may be leased to or re-acquired by any of the Chargors;</p> <p>(b) the sale, transfer or other disposal of any of its receivables on recourse terms,</p> <p>(c) the entry 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</p> <p>(d) the entry into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset,</p> <p><b>"Real Property"</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 3 (<i>Details of Security Assets</i>) of the Deed (more particularly described in part 1 of schedule 1 below)), together with</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,</p> <p>(b) all easements, rights and agreements in respect thereof, and</p> <p>(c) the benefit of all covenants given in respect thereof,</p>	

# MG01 - continuation page

## 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

**"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 Chargor (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;

**"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

(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;

**"Relevant Contract"** means each agreement specified in part 5 of schedule 3 (*Details of Security Assets*) of the Deed (more particularly described in part 4 of schedule 1 below) or specified in any Accession Deed as a "Relevant Contract" together with each other agreement supplementing or amending or novating or replacing the same,

**"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,

**"Security Account"** means such specially designated account(s) with the Lender as the Lender may from time to time direct, or such other account (s) with such other bank as the Lender may from time to time direct (together with all additions to or renewals or replacements thereof (in whatever currency) in respect of each such account(s)),

**"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 Deed; and

**"Subsidiary"** of a company or corporation means any company or corporation:

(a) which is controlled, directly or indirectly by the first-mentioned company or corporation;

## MG01 - continuation page

### 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

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or

(c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

# MG01 - continuation page

## 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

#### Schedules to the Deed

#### SCHEDULE 1: DETAILS OF SECURITY ASSETS

##### Part 1: Real Property

Freehold

None

Leasehold

Charging Company	Address	Administrative Area	Title No.
Inclusive Way Limited	Leasehold interest in 1st/2nd Floor, The Whitehall, London Road, East Grinstead, RH19 1AP	Mid Sussex	WSX290719

##### Part 2: Charged Securities

None

# MG01 - continuation page

## 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

#### Part 3: Security Accounts

##### Security Accounts

Account Holder	Account No.	Account Bank	Account bank, branch address and sort code
----------------	-------------	--------------	--

[Intentionally blank]

#### Part 4: Intellectual Property

##### Part 4A - Trade marks

Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
--------------------------	-----------	----------------------------------	---------	-----------

[Intentionally blank]

#### Part 5: Relevant Contracts

Date of Relevant Contract	Parties	Details of Relevant Contract
------------------------------	---------	---------------------------------

[Intentionally blank]

#### Part 6: Insurances

Insurer	Insured risks	Policy number
---------	---------------	---------------

[Intentionally blank]

# MG01 - continuation page

## 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

#### SCHEDULE 2: ORIGINAL CHARGORS

	Company Name	Company Number
1.	Yellowhammer Bars Limited	6528971
2.	Company Time Limited	6473516
3.	Will Work Limited	6529015
4.	Inclusive Way Limited	6528965
5.	Register Response Limited	6529159
6	Ask for Information Limited	6528913
7	Dedicated People Limited	6528918
8	Most Cases Limited	6528899
9	Back to Paper Limited	6528907
10	Business Wants Limited	6528986
11	Major Communications Limited	6528978
12	Time Register Limited	6529171
13	Annual Date Limited	6528983
14	Deliver Information Limited	6529001
15.	Have Had Limited	6808710
16.	Have Been Limited	6808798
17.	Flash Past Limited	6847821
18.	System Structure Limited	6732648
19.	Document Hold Limited	6529206
20	Confident Market Limited	6528961
21	Knowledge Register Limited	6529201
22	Improve Work Limited	6529085
23	Business Conduct Limited	6529166

## MG01 - continuation page

### 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

	Company Name	Company Number
24	Track Document Limited	6529163
25	Townhouse Living Limited	6047733
26	Sports Café 2008 (Operations) Limited	6466362
27	Sports Café 2008 (London) Limited	6473518
28.	Sports Café 2008 (Birmingham) Limited	6466372



# MG01

## 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 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 *DNA Piper UK LLP* X

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

# MG01

## 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 Emma Lees

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region

Postcode L S 1 4 B Y

Country

DX DX. 12017 LEEDS

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](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. 6528965  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 6 OCTOBER 2010 AND CREATED BY  
INCLUSIVE WAY LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE GROUP TO AGILO MASTER  
FUND LIMITED ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 14 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 OCTOBER  
2010

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES