

MG01

Particulars of a mortgage or charge



481134/26

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 a company. To do this, please use form MG01s

THURSDAY



LD2

LPN55J6W

15/04/2010

17

COMPANIES HOUSE

1

Company details

Company number

0 6 6 2 8 8 3 5

Company name in full

North East Technology (GP) Limited (the "Company")

2

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

3 1 0 3 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

An assignment agreement made between the Assignor and the Bank (as each is defined below) (the "Assignment")

4

Amount secured

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

Amount secured

All the Borrower's obligations and liabilities to the Bank of any kind and in any currency under or in connection with the Credit Documents whether present or future, actual or contingent and whether owed by the Assignor as principal or surety or incurred solely or jointly or in any other capacity and whether owed to the Bank as original obligee or as transferee or as a result of any amalgamation or acquisition by the Bank including (without limitation) interest, fees, banking charges, commission and sums due in relation to costs and expenses (the "Liabilities")

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

Continuation page

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

Name	✓ European Investment Bank
Address	100 Boulevard Konrad Adenauer, Luxembourg-Kirchberg
	Grand Duchy of Luxembourg (the "Bank")
Postcode	L - 2 9 5 0
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 Undertaking to Pay**
 - 1 1 Subject to Clause 1 2, the Assignor undertakes to pay all the Liabilities when due in accordance with the terms of the Credit Documents or, on demand at any time after the due date for payment provided in the Credit Documents, in accordance with the terms of the Credit Documents
 - 1 2 The Bank acknowledges that the Assignor has no liability or obligation in respect of the Liabilities except to the extent of the Secured Assets and that, other than the enforcement of the Secured Assets and the exercise of rights expressly conferred on them by the Assignment, the Bank shall have no recourse to the Assignor to recover or otherwise enforce the Liabilities
- 2 Security**
 - 2 1 General
 - (a) All the security created under the Assignment
 - (i) is created in favour of the Bank,
 - (ii) is security for the payment of all the Liabilities except for any Liabilities which, if secured by the Assignment would cause such security to be unlawful or prohibited by any applicable law, and
 - (iii) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1989

see continuation sheet

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

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 SS Benin UP

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 CANB / JALC

Company name SJ Berwin LLP

Address 10 Queen Street Place

Post town London

County/Region

Postcode E C 4 R 1 B E

Country

DX DX 255 LONDON/CHANCERY LANE

Telephone +44 (0)20 7111 2222



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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) If the rights of the Assignor under a document cannot be charged or assigned without the consent of a party to that document
- (i) the Assignor shall notify the Bank promptly,
 - (ii) until the consent is obtained, the Assignment will secure all amounts of any nature which the Assignor may now or in future receive under or in connection with that document but exclude rights under the document itself,
 - (iii) the Assignor shall use reasonable endeavours to obtain the consent of the relevant party to rights under that document being secured in accordance with the Assignment, and
 - (iv) the Assignor shall promptly supply the Bank with a copy of any consent obtained by it

2 2 Contracts

The Assignor assigns absolutely, by way of security, subject to reassignment by the Bank in accordance with Clause 13 of the Assignment (Discharge of Security) all its rights in respect of the Contracts provided that if any of those rights are not effectively assigned by this sub-clause, the assignment shall instead operate as an assignment of all sums, of any nature, which the Assignor may derive from those rights

2 3 Miscellaneous

The Assignor charges by way of first fixed charge

- (a) all rights to recover any value added tax on any supplies made to it relating to any Secured Asset and any sums so recovered, and
- (b) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation payable in relation to any authorisation

3 Negative Undertakings

3 1 The Assignor shall not create or permit to subsist any Security Interest over the Secured Assets other than pursuant to the Assignment or as permitted by the Finance Contract

3 2 The Assignor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, assign or otherwise dispose of any of the Secured Assets, save as permitted by the Finance Contract

NOTE:

The Company is the general partner of The North East Technology Fund L P (registered number LP 13737) (the "Assignor") pursuant to a limited partnership agreement dated 31 March 2010

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>In this form MGO1 the following terms shall have the following meanings</p> <p>"Account Charges" means the fixed and/or floating legal charges granted by the Borrower or (if relevant) the Product Funds to the Bank over the Charged Accounts</p> <p>"Borrower" means <u>North East Finance (Holdco) Limited</u> (company number 07000577) whose registered office is at Central Square South, Orchard Street, Newcastle Upon Tyne, NE1 3XX</p> <p>"Borrower Debenture" means the debenture granted by the Borrower to the Bank on 27 November 2009</p> <p>"Charged Accounts" means the Loan Facility Account, the Initial Disbursement Account, the Returns Account and the Product Fund Return Accounts (as each is defined in the Finance Contract)</p> <p>"Company Product Funds" means any Subsidiary of the Borrower</p> <p>"Contracts" means each of the Fund Management Agreements (whether in existence at the date of this deed or in the future), all guarantees, warranties and indemnities issued in relation to any Contract and any other agreement designated in writing as a Contract by the Bank and the Assignor</p> <p>"Credit Documents" means the Finance Contract, the Security Documents and any other document designated as such by the Bank and the Borrower</p> <p>"Finance Contract" means the finance contract relating to the JEREMIE North East Fund dated 27 November 2009 and entered into between the Borrower and the Bank</p> <p>"First Scheduled Disbursement Date" means 1 December 2009</p> <p>"Fund Management Agreement" means an agreement to be entered into for the provisions of fund management services in respect of a Product Fund and made between that Product Fund (1) and the relevant Fund Manager (2) and "Fund Management Agreements" shall mean all such agreements</p> <p>"Fund Management Assignment Agreements" means assignments by way of security by each of the Product Funds of all of the rights and interests of such Product Fund under its Fund Management Agreement</p> <p>"Fund Manager" means any fund manager to be appointed with the prior written consent of the Bank in order to manage one or more of the Product Funds and, subject to the prior written consent of the Bank, any subcontractor appointed by such fund managers</p> <p>"Initial Disbursement Period" means the period commencing on the First Scheduled Disbursement Date and ending on the date on which the Borrower meets conditions set out in Schedule D2 of the Finance Contract to the satisfaction of the Bank</p> <p>"New Product Funds" means any Company Product Fund or Partnership Product Fund incorporated or established after the expiry of the Initial Disbursement Period</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	<p>"Partnership Product Funds" means any limited partnership in which the Borrower is admitted as a limited partner</p> <p>"Product Funds" means each of the Company Product Funds and the Partnership Product Funds together with all New Product Funds</p> <p>"Related Rights" means, as regards any Secured Asset, all present and future</p> <p>(a) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured Asset, and</p> <p>(b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of the Assignor's interest in or ownership or operation of the Secured Asset</p> <p>"Secured Asset" means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security Interests created or expressed to be created by the Assignment or any document entered into pursuant or supplemental to the Assignment</p> <p>Unless the context otherwise requires, a reference to a Secured Asset includes</p> <p>(a) any part of that Secured Asset,</p> <p>(b) any present and future assets of that type, and</p> <p>(c) all Related Rights relating to that Secured Asset</p> <p>"Security Documents" means the Account Charges, the Borrower Debenture and the Fund Management Assignment Agreements and all documents, acknowledgements, notices and other agreements from time to time delivered in connection with any of the foregoing</p> <p>"Security Interest" includes any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, in relation to financial statements of the Borrower and its Subsidiaries, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6628835
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT AGREEMENT
DATED 31 MARCH 2010 AND CREATED BY NORTH EAST
TECHNOLOGY (GP) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM NORTH EAST FINANCE (HOLDCO)
LIMITED TO EUROPEAN INVESTMENT BANK 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 15 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2010



Companies House
— for the record —

DX 105



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES