

MG01

Particulars of a mortgage or charge

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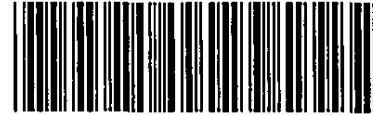
IRIS
LASERFORM

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 on a
company. To do this use form
MG01s

WEDNESDAY



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01/08/2012

#13

COMPANIES HOUSE

ase
.uk

For official use

1

Company details

Company number 0 7 0 3 1 6 0 9

Company name in full MOSHEN LIMITED

→ **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 0 1 1 0 7 2 0 1 2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Debenture

4

Amount secured

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

Amount secured

1. All obligations and liabilities of the Borrower to the Lender of any kind in respect of the Obligations (whether present or future, actual or contingent).
2. The Expenses.
3. Interest on any amount payable in respect of the Expenses from the date of demand by the Lender.

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 INTERACTIVE DIGITAL ENTERTAINMENT HOLDINGS LIMITED

Address FESTIVAL BUSINESS CENTRE, 150 BRAND STREET

GLASGOW, SCOTLAND

Postcode G 5 1 1 D H

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

As specified in the continuation pages of this form.

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security

- 1 As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Borrower:-
 - 1.1 charges to the Lender by way of legal mortgage all the Property now vested in or charged to the Borrower, including the property (if any) specified in the schedule to the Debenture;
 - 1.2 charges to the Lender by way of fixed charge all estates and interests in any other Property now and in the future vested in or charged to the Borrower;
 - 1.3 assigns to the Lender the benefit of all covenants, rights, claims and guarantees relating to the Borrower's present and future Property or that Property's construction, use or title and the benefits of all easements serving or relating to such property, subject to reassignment on redemption;
 - 1.4 charges to the Lender by way of fixed charge all rights and interests in and claims under all policies of insurance and assurance now or in the future held, to be held or insuring to the Borrower's benefit and all rights and claims to which the Borrower is now or may in the future be entitled under any contracts;
 - 1.5 charges to the Lender by way of fixed charge all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Borrower and assigns to the Lender all right, title and interest of the Borrower under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption;
 - 1.6 charges to the Lender by way of fixed charge all the goodwill and uncalled capital of the Borrower present and future;
 - 1.7 charges to the Lender by way of fixed charge all shares, stock and other securities (whether certificated or uncertificated, represented as units or balance in an account within any clearing or settlement system) now and in the future belonging to the Borrower;
 - 1.8 charges to the Lender by way of fixed charge all intellectual property rights now and in the future belonging to the Borrower;
 - 1.9 charges to the Lender by way of fixed charge all book and other debts now and in the future owing to the Borrower and the benefit of all the Borrower's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (except as charged in accordance with paragraph 1.4 above;
 - 1.10 charges to the Lender by way of fixed charge all present and future bank

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Short particulars

accounts, cash at bank and credit balances of the Borrower with the Lender, any bank or any other person and all rights relating to or attaching to them; and

- 1.11 charges to the Lender by way of floating charge all the undertaking and all property, assets and rights of the Borrower present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture.

Floating Charge

- 2.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture.

- 2.2 The Lender may at any time by written notice to the Borrower convert the floating charge created by the Debenture into a fixed charge as regards any of the Charged Property specified in the notice and the floating charge created by the Debenture will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge:-

- 2.2.1 in respect of any Charged Property which becomes subject to a fixed charge in favour of any other person other than with the prior written consent of the Lender;

- 2.2.2 In respect of any Charged Property charged in accordance with paragraph 1.11 above if and when the Borrower ceases to carry on business as a going concern;

- 2.2.3 In respect of any Charged Property which is subject to any step by any third party to levy any distress, attachment, execution or other legal process on it; and

- 2.2.4 in respect of all the Charged Property on the making of an order for the compulsory winding up of the Borrower, on the convening of a meeting for the passing of a resolution for the voluntary winding up of the Borrower or taking of any step (including the making of an application or the giving of any notice) by the Borrower or any other person for the appointment of an administrator in respect of the Borrower.

- 2.3 Any mortgage, fixed charge or other fixed security created by the Borrower in favour of the Lender will have priority over the floating charge created in accordance with paragraph 1.11 above, unless the Lender states otherwise on or after its creation.

Definitions

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Borrower	Moshen Limited (CN: 07031609)
Charged Property	the assets and undertaking charged or assigned by clause 2;
Debenture	the debenture entered into by the Borrower and the Lender on [] July 2012 (as the same may be amended, varied or restated from time to time);
Expenses	<p>(a) all expenses (on a full indemnity basis) incurred by an administrator of the Borrower in carrying out his statutory functions and that administrator's remuneration; and</p> <p>(b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Lender or any receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing this deed or in exercising any right or power under this deed or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred;</p>
Interest	Interest at the highest rate from time to time payable in respect of the Loan;
Lender	Interactive Digital Entertainment Holdings Limited CRN: (SC368537)
Loan	the loan made by the Lender to the Borrower in accordance with the Loan Agreement;
Loan Agreement	the loan agreement in respect of the Loan entered into between the Lender and the Borrower on [11 th] July 2012 (as the same may be amended, varied or restated from time to time);

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Short particulars

Obligations

all the Borrower's obligations and liabilities to the Lender of any kind and in any currency (whether present or future actual or contingent and whether as principal or surety or incurred alone or jointly with another) including, without limitation, any amount from time to time outstanding in respect of the Loan and all other sums covenanted to be paid by the Borrower in the Debenture;

Property

any freehold and/or leasehold land and buildings from time to time owned or occupied by the Borrower;

VAT

Value Added Tax or any other tax on added value or on turnover for the time being in force;

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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

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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 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).

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Signature

Please sign the form here.

Signature

Signature

X  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 FAO SQUARE ONE LAW LLP

Company name
SQUARE ONE LAW LLP

Address ANSON HOUSE

FLEMING BUSINESS CENTRE

BURDON TERRACE, JESMOND

Post town NEWCASTLE UPON TYNE

County/Region TYNE AND WEAR

Postcode N E 2 3 A E

Country UK

DX 62566

Telephone 0843 224 7900

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7031609
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 JULY 2012
AND CREATED BY MOSHEN LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
INTERACTIVE DIGITAL ENTERTAINMENT HOLDINGS LIMITED
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 1 AUGUST 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 AUGUST 2012

DX



Companies House
— for the record —



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