

MG01

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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

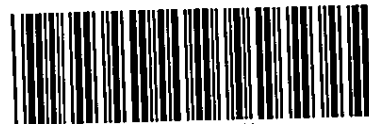
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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

SATURDAY



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05/01/2013

#224

COMPANIES HOUSE

1

Company details

Company number

0 7 1 0 3 9 7 4

Company name in full

Intela Global Limited (the Company)

3

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

d 2 0 m 1 2 y 2 0 y 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

Deed of variation of debenture dated 24 December 2009 between the Company and Bestport
Ventures LLP

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Amount secured

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

Amount secured

The Company has undertaken that it shall on demand pay, or
discharge, as the case may be, to the Security Trustee in its capacity
as security trustee for the Stockholders, all the Secured Liabilities
when the Secured Liabilities become due

(Please see continuation sheets for definitions)

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

Bestport Ventures LLP (the **Security Trustee**)

Address

(Registered No OC305130)

29 Gloucester Place, London

Postcode

W 1 U 8 H X

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

Continuation page

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

Short particulars

1 SECURITY

By way of continuing security in favour of the Security Trustee for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Security Trustee (subject to any Permitted Security Interest) the property set out below in the manner set out below

1.1 Property

By way of first fixed charge, the Property and all Rights relating to such Property

1 2 Intellectual Property

By way of first fixed charge, all the Intellectual Property owned by the Company

1 3 Shares

By way of first fixed charge, the Shares and Derivative Assets

1.4 Goodwill

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company

1 5 Floating Charge

1 5 1 By way of first floating charge, all the undertaking and assets of the Company whatsoever, (including but without limitation the Contracts, the Book Debts, the Plant and Machinery and the Shares and Derivative Assets) wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 1 1 (Property) to 1 4 (Goodwill) (inclusive) of the Debenture) (the **Floating Charge Property**)

1 5 2 The floating charge created by the Debenture is a qualifying debenture for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986

(continued)

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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 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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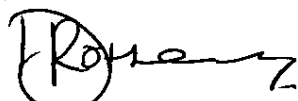
Signature

Please sign the form here

Signature

Signature

X



for and on behalf of Speechly Bircham 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

David Rothera

Company name

Speechly Bircham LLP

Address

6 New Street Square

Post town

London

County/Region

Postcode

E C 4 A 3 L X

Country

DX

DX 54 Chancery Lane

Telephone

020 7427 6400



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



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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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>2 NEGATIVE PLEDGE</p> <p>The Company has undertaken that it shall not without the prior written consent of the Security Trustee or as otherwise permitted by the terms of the Finance Documents</p> <p>2 1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest,</p> <p>2 2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Database or any Charged Property (other than the Database or Floating Charge Property in the ordinary course of business to third parties on arms length terms and the grant of licences over Intellectual Property (including the Database) other than in the ordinary course of business to third parties on arms length terms),</p> <p>2 3 permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property other than the Floating Charge Property in the ordinary course of business,</p> <p>2 4 knowingly, do, cause or permit to be done anything which may in the opinion of the Security Trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee (whether monetary or otherwise) of the whole or any part of the Charged Property other than Floating Charge Property in the ordinary course of business or as permitted above,</p> <p>2 5 release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts except in the ordinary course of business, or</p> <p>2 6 take any steps for the appointment of an administrator without first giving the Security Trustee 10 Business Days' notice of its intention to do so</p> <p>(continued)</p> | |

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Particulars of a mortgage or charge

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|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>DEFINITIONS</p> <p>Book Debts means (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets),</p> <p>Borrower means the Company and Intela Networks Limited,</p> <p>Contracts means all the Company's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Company is a party,</p> <p>Charged Property means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Security Trustee pursuant to the Security Documents,</p> <p>Database means the databases owned by the Company or any of its subsidiaries of all e-mail contacts and records and other associated information on consumers utilised by the Borrower and their subsidiaries in their business,</p> <p>Debenture means a debenture dated 24 December 2009 to which the Company and the Security Trustee are party,</p> <p>Derivative Assets means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described,</p> <p>Finance Documents means the Loan Stock Deed and the Security Agreement and any other document entered into in connection with the Loan Stock Deed of the Security Agreement,</p> <p>Fixtures means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Borrowers and deemed by the law to be immovable property,</p> <p>Intela Networks Limited (registered in England and Wales under company number 06661813),</p> <p>(continued)</p> | |

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Particulars of a mortgage or charge

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|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Intellectual Property means the intellectual property presently or in the future owned by the Company in any part of the world including without limitation subsisting patents and subsisting rights of a similar nature to patents, application for patents and such rights, divisions, prolongations, renewals, extensions, supplementary protection certificates and continuations of the Company in any part of the world including without limitation subsisting patents and subsisting rights of a similar nature to patents, applications for patents and such rights, divisions, prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information, confidential information, know how, business names, trade names, brand names, domain names, database rights, copyright and rights in the nature of database rights and copyright, design rights, semiconductor topography rights, get up and any uniform resource identifiers and any similar rights existing in any country and all legal equitable and other rights in any of them, and the benefit (subject to the burden) of any and all agreements and licences (where such agreements and licences permit the creation of security) in connection with any of the foregoing and all present and future rights and causes of action whenever and wherever accrued to the Company in respect of the infringement of the foregoing intellectual property rights including rights and causes of action arising out of the agreements, arrangements and licences in connection with the foregoing,</p> <p>Junior Creditors means Bestport LP Fund a limited partnership incorporated in England and Wales with registration no LP011201, Rockridge Investments SA a company incorporated in Panama under number 597278, JM Portfolio Inc a limited liability company incorporated in the State of Colorado, USA with registration number 20061048672, Mr Simon Poole and the Security Trustee,</p> <p>Junior Security means together each debenture granted by the Borrowers to the Security Trustee,</p> <p>Loan Stock Deed means the deed entered into between the Company and the Security Trustee dated on or about the date of the Debenture,</p> <p>New Loan Stock Deed means the loan stock deed dated 20 December 2012 and made between the Company and the Security Trustee pursuant to which up to £1,000,000 Secured Loan Stock 2014 is created,</p> <p>Permitted Invoice Discounting means any invoice discounting, factoring or other similar arrangement up to a maximum principle amount of US\$1,000,000,</p> <p>(continued)</p> | |

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Particulars of a mortgage or charge

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|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Permitted Security Interest means</p> <ul style="list-style-type: none"> (a) the Security Interests constituted by the Security Documents, (b) any first priority Security Interest granted by the Borrowers over its accounts receivable in connection with any Permitted Invoice Discounting (provided that intercreditor arrangements satisfactory to the Security Trustee (acting reasonably) are put in place with such beneficiary of such Security Interest), (c) the Security Interests constituted by the Junior Security, (d) the rent deposit deed dated 25 September 2009 made between (1) Quest Search and Selection Limited and (2) Intela Networks Limited, (e) liens arising by operation of law in the ordinary course of business, (f) any Security Interest granted to a financing party over any equipment, the purchase of which has been or is to be funded by such financing party and the purchase of which has been approved with the prior written consent of the Security Trustee, (g) Security Interests created with the prior written consent of the Security Trustee such consent to be in the absolute discretion of the Security Trustee, and <p>any licence granted over any Intellectual Property in the ordinary course of business,</p> <p>Plant and Machinery means all plant and machinery, equipment, fittings, installations and apparatus, inventory, furniture, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Company,</p> <p>Property means all estate and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Security Documents become, the property of either of the Company or Intela Networks Limited, all proceeds of sale derived from such property and all the benefit of all covenants to which either of the Company or Intela Networks Limited is entitled in respect of such property,</p> <p>Rights means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest),</p> <p>Security Agreement means</p> <ul style="list-style-type: none"> (a) the debenture creating fixed and floating charges entered into by Intela Networks Limited in favour of the Security Trustee on or around the date of the Loan Stock Deed, (b) the Debenture, (c) the guarantee given by Intela Networks Limited, (d) certain US security and guarantees to be entered into in terms agreed by Intela LLC, and (e) any other security or quasi-security document entered into by a group company to secure the loan stock), <p>Security Documents means any document (including, without limitation, each debenture made between the Borrower and the Security Trustee) entered into by any person from time to time creating any guarantee or Security Interest, directly or indirectly, for the obligations of the Borrower under the Loan Stock Deed,</p> <p>(continued)</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

Security Interest means any mortgage, charge, assignment, pledge, lien, contractual right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold back" or "flawed asset" arrangement together with any preferential right, retention of title other than in a supply contract entered into in the ordinary course of business, deferred purchase where the obligation to pay is deferred for more than 90 days, leasing, sale and leaseback any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security,

Secured Liabilities means all moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Stockholders and the Security Trustee on any current or other account whatsoever pursuant to the Finance Documents or the New Loan Stock Deed in each case

- (a) whether present or future,
- (b) whether alone or jointly with another person,
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, firm or style,
- (f) in whatsoever currency denominated, or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Security Trustee for or at the request of the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges,

Shares means all stocks, shares and other securities held by the Company or any nominee of the Company, and

Stockholders means the holders of loan stock issued pursuant to the Loan Stock Deed or the New Loan Stock Deed from time to time



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7103974
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF VARIATION OF
DEBENTURE DATED 20 DECEMBER 2012 AND CREATED BY
INTELA GLOBAL LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE
STOCKHOLDERS AND BESTPORT VENTURES LLP (THE
SECURITY TRUSTEE) 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 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2013

OX



Companies House



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