

MG01

Particulars of a mortgage or charge

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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
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



A39 "ADSEIU9E" 228
19/05/2011
COMPANIES HOUSE

1

Company details

Company number

0 3 6 7 7 4 0 8

Company name in full

Ideaworks3D Limited (the "Company")

8

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

30 04 2011

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 between (1) the Company and (2) David Macmillan (the "Lender") (the "Debenture")

4

Amount secured

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

Amount secured

Each and every liability which the Company may now or after the
date of the Debenture have to the Lender, whether on any current or
other account under or pursuant to the Finance Documents
(including the Debenture) including any liability in respect of any
further advances made under the Finance Documents, whether
present or future, actual or contingent (and whether incurred solely or
jointly and whether as principal or as surety or in some other
capacity) (the "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

Continuation page

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

Name **David Macmillan**Address **5 Stanley Crescent****London**Postcode **W 1 1 2 N B**

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 Charges**1 1 Fixed charges**

- (a) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge, (which so far as it relates to land in England and Wales vested in the Company at the date of this Debenture shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to that mortgage or fixed charge from any third party) the Real Property (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)
- (b) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)
- (c) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)

(continued)

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Particulars of a mortgage or charge

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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

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)

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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 122362 3/SUAM

Company name
S J Berwin

Address 10 Queen Street Place

Post town London

County/Region Greater London

Postcode E C 4 R 1 B E

Country United Kingdom

DX 255 Chancery Lane

Telephone

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

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 1

- (d) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)
- (e) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Company (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)
- (f) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)
- (g) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise) (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)
- (h) The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)

(continued)

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>CONTINUATION PAGE 2</p> <p>1 2 Assignments</p> <p>The Company assigns and agrees to assign absolutely with full title guarantee to the Lender as Security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights (subject to obtaining any necessary consent to such assignment from any third party and subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)</p> <p>1 3 Floating Charge</p> <p>(a) The Company with full title guarantee charges in favour of the Lender with the payment and discharge of the Secured Obligations by way of floating charge all present and future assets and undertaking of the Company (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)</p> <p>(b) The floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Lender as Security for the Secured Obligations (subject to the prior ranking Security granted under the MTI Debenture, ARM Debenture and Blue Board Debenture and subject to the Pari Passu Deed)</p> <p>(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture</p> <p><i>(continued)</i></p>	

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>CONTINUATION PAGE 3</p> <p>3 Definitions</p> <p>In this MG01</p> <p>"Account" means any account opened or maintained by the Company with the Lender or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights</p> <p>"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the Security created or expressed to be created in favour of the Lender by or pursuant to this Debenture</p> <p>"Collateral Rights" means all rights, powers and remedies of the Lender provided by or pursuant to this Debenture or by law</p> <p>"Declared Default" means an Event of Default which has resulted in the Lender exercising its rights to demand repayment of the Principal Sum and all Outstandings under the Facility Agreement pursuant to Clause 2 7 of the Facility Agreement</p> <p>"Facility Agreement" means the convertible loan agreement dated on or about the date of this Debenture made between the Company and the Lender as amended, varied, novated or supplemented from time to time</p> <p>"Finance Document" means this Debenture, the Facility Agreement and any other document designated as a "Finance Document" by the Company and the Lender</p> <p>"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest (other than money payable to a third party)</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares), (b) all interests in collective investment schemes, and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b) <p>in each case whether held directly by or to the order of the Company or by any nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such nominee, fiduciary or clearance system)</p> <p><i>(continued)</i></p>	

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 4

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Pari Passu Deed" means the agreement between the Lender, the Company, Creditforce Limited and Simon Eysers dated on or about the date of the Debenture

"Real Property" means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Obligations" means all obligations covenanted to be discharged by the Company in as set out in section 4 of this Form MG01 (Covenant to pay)

"Shares" means all of the shares in the capital of Ideaworks3D Inc held by, to the order or on behalf of the Company at any time

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3677408
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 APRIL 2011
AND CREATED BY IDEAWORKS3D LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO DAVID MACMILLAN 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 19 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MAY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES