


MG01

Particulars of a mortgage or charge

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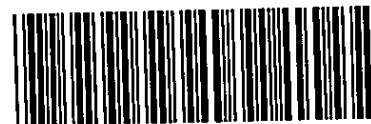
A fee is payable with this form.

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
company. To do this, please use
form MG01s

WEDNESDAY



A17 *A8AA6XQV* 24
21/09/2011
COMPANIES HOUSE

1 Company details

Company number 0 7 7 4 6 7 9 5
Company name in full Nemo Acquisitions Trading Limited (the "Chargor")

For official use
→ **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 0 9 / 0 9 / 2 0 1 1

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 (the "Debenture") dated 9 September 2011 and made between the Chargor and HSBC Bank plc
(the "Security Trustee") as Agent and Trustee for the Finance Parties

4 Amount secured

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

Amount secured All present and future moneys, obligations and liabilities, whether actual or
contingent and whether owned jointly or severally, as principal or surety
and/or in any other capacity whatsoever, owed by the Chargor to any one or
more of the Finance Parties under or in connection with Finance Documents
and shall include interest on the above from the date of demand until the
date of payment in full (as well as after as before any judgment) calculated on
a daily basis at the default interest rate, and in the manner described, in the
Facilities Agreement (the "Secured Obligations")

All definitions used in this form shall have the meaning set out in the
Debenture

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

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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	HSBC Bank plc as Agent and Trustee for the Finance Parties									
Address	8 Canada Square									
	London									
Postcode	E	1	4		5	H	Q			
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	<p>1 1 <u>Charges</u> The Chargor with full title guarantee charged in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations</p> <ul style="list-style-type: none"> (a) by way of legal mortgage, the Real Property, (b) by way of fixed charge, any Real Property now or at any time after the date of the Debenture belonging to the Chargor (other than any property charged under Clause 1 1(a) above), (c) by way of fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Chargor, both present and future, (d) by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Chargor with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights, (e) by way of fixed charge all present and future Receivables, (f) by way of fixed charge all present and future Investments, (g) by way of fixed charge, all present and future Intellectual Property, (h) by way of fixed charge, the goodwill of the Chargor and its uncalled capital both present and future, (i) by way of fixed charge insofar as any provision of the assignment by way of security referred to in Clause 1 3(a) and (b) below shall not be effective, all rights and interest in and claims under all Insurance Policies (save in respect of Excluded Insurance Proceeds, as defined in the Facility Agreement) and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Chargor is entitled under any of the Material Contracts, (j) by way of floating charge, the whole of the Chargor's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Debenture <p>1 2 <u>Qualifying Floating Charge</u> Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by the Debenture</p> <p>(Continued on continuation sheet C3 attached)</p>
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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

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 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).

9

Signature

Please sign the form here

Signature

Signature

X *Wagers to Ltd* X

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

CHFP025

03/11 Version 5.0

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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 Chris Gayle/2057380

Company name Wragge & Co LLP

Address 55 Colmore Row

Post town Birmingham

County/Region

Postcode B 3 2 A S

Country United Kingdom

DX DX 13036 BIRMINGHAM 1

Telephone 0870 903 1000



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

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

- 1 3 **Security Assignment**
The Chargor with full title guarantee assigned to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to
- (a) the Insurance Policies, and
 - (b) the Material Contracts
- 2 **Negative Pledge**
Except as permitted under the Debenture
- 2 1 The Chargor shall not create or permit to subsist any Security over any of its assets
- 2 2 The Chargor shall not
- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor,
 - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - (c) enter 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
 - (d) enter into any preferential arrangement having a similar effect, 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 (together "Quasi Security")
- 2 3 Paragraphs 2 1 and 2 2 above do not apply to any Security or (as the case may be) Quasi-Security, which is
- (a) Permitted Security, or
 - (b) a Permitted Transaction



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7746795
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9
SEPTEMBER 2011 AND CREATED BY NEMO ACQUISITIONS
TRADING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY ONE OR MORE
OF THE FINANCE PARTIES 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 21 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES