

MG01

Particulars of a mortgage or charge

022233/91

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

FRIDAY



A35 *A23OSDBU* 08/03/2013 #184
COMPANIES HOUSE

| | | | | | | | | | | | | | | | | |
|---|---|---|------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Company details | | For official use | | | | | | | | | | | | | |
| Company number | 0 | 7 | 9 | 6 | 7 | 8 | 6 | 5 | | | | | | | | |
| Company name in full | PDGI Limited (the "Obligor") | | | | | | | | | | | | | | | |
| → 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 | 0 | d | 4 | m | 0 | m | 3 | y | 2 | y | 0 | y | 1 | y | 3 |
| 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 | Composite Guarantee and Debenture | | | | | | | | | | | | | | | |
| 4 | Amount secured | | | | | | | | | | | | | | | |
| Please give us details of the amount secured by the mortgage or charge | | | | | | | | | | | | | | | | |
| Amount secured | All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever) owed by the Obligor to the Lender together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights (the "Secured Obligations") "Lender" means Santander UK PLC | | | | | | | | | | | | | | | |
| 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

| | |
|----------|--|
| Name | Santander UK PLC (Company Number 02294747) |
| Address | 2 Tnton Square, Regent's Place |
| | London |
| Postcode | N W 1 3 A N |
| Name | |
| Address | |
| Postcode | |

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars See continuation sheets

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

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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

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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
Shoosmiths LLP

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

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☒ **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 | DEBRA MITCHELL HILL ON WILSON |
| Company name | Shoosmiths LLP |
| Address | 7th Floor |
| | 125 Colmore Row |
| Post town | Birmingham |
| County/Region | |
| Postcode | B 3 3 S H |
| Country | England |
| DX | 701863 Birmingham 6 |
| Telephone | 0370 0864000 |

☒ **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

i 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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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|-------------|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>By way of fixed charge, any Real Property now or at any time after the date of the Composite Guarantee and Debenture belonging to that Obligor (other than property charged to the Lender by way of legal mortgage under clause 4 1 1 of the Composite Guarantee and Debenture)</p> <p>By way of fixed charge, all Plant and Machinery owned by the Obligor and its interest in any Plant and Machinery in its possession</p> <p>By way of fixed charge, all present and future Receivables owned by the Obligor, other than those validly and effectively assigned to the Lender under clause 4 3 of the Composite Guarantee and Debenture</p> <p>By way of fixed charge, other than those validly and effectively assigned under clause 4 3 of the Composite Guarantee and Debenture,</p> <ul style="list-style-type: none"> • all present and future Investments owned by the Obligor, • all Investment Derivative Rights owned by the Obligor; and • where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment <p>By way of fixed charge, all present and future Intellectual Property Rights owned by the Obligor</p> <p>By way of fixed charge, all of the rights in respect of any amount standing to the credit of any Accounts held by the Obligor and the debt represented by those Accounts</p> <p>By way of fixed charge, the Obligor's goodwill</p> <p>By way of fixed charge, the uncalled capital of the Obligor</p> <p>By way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 4 3 of the Composite Guarantee and Debenture</p> <p>By way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 4 3 of the Composite Guarantee and Debenture</p> <p>By way of fixed charge, the benefits of all licences, consents and authorisations held in connection with the Obligor's business or the use of any Charged Property, and the right to any compensation in respect of any of them</p> <p>By way of fixed charge, all rights, interests and claims in any pension fund now or in the future</p> <p>By way of floating charge, the whole of the Obligor's undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Composite Guarantee and Debenture (the "Floating Charge Property")</p> | Page 1 of 3 |

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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

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"Account" means the accounts (if any) with the details listed under the heading "Accounts" in Schedule 2 to the Composite Guarantee and Debenture or such other account or accounts as the Lender may from time to time designate in writing and all Related Rights

"Charged Property" means all the assets of each Obligor 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 the Composite Guarantee and Debenture

"Insurance Policy" means any policy of insurance and cover note in which an Obligor may from time to time have an interest

"Intellectual Property Rights" means all present and future 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 (including any specified opposite its name under the heading "Intellectual Property Rights" in Schedule 2 to the Composite Guarantee and Debenture), the benefit of all applications and rights to use such assets and all Related Rights

"Investment Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment

"Investments" means any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of an Obligor or by any trustee, fiduciary or clearance system on its behalf (including any specified opposite its name under the heading "Shares" in Schedule 2 or in any Accession Deed to the Composite Guarantee and Debenture) and all Related Rights (including all rights against any trustee, fiduciary or clearance system)

"Material Contracts" means the agreements (if any) listed opposite its name under the heading "Material Contracts" in Schedule 2 to the Composite Guarantee and Debenture, any other contract entered into by an Obligor that may from time to time be identified in writing by the Lender as a Material Contract and all Related Rights

"Plant and Machinery" means all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of the Composite Guarantee and Debenture become, the property of an Obligor and all Related Rights

"Real Property" means any freehold, leasehold or other immovable property (including the property (if any) specified opposite its name in Schedule 2 to the Composite Guarantee and Debenture) and any buildings, erections, fixtures or fittings from time to time situated on or forming part of such property (including any trade fixtures and fittings) and all Related Rights

"Receivables" means all present and future book and other debts and monetary claims owing to an Obligor and all Related Rights

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--------------------|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Related Rights" means the proceeds of sale of any part of that asset, all rights under any licence, agreement for sale or agreement for lease in respect of that asset, all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset and any income, moneys and proceeds paid or payable in respect of that asset</p> <p>Note The Composite Guarantee and Debenture contains covenants by the Obligor that the Obligor shall not</p> <p>a) create or permit to subsist any security over any of the Charged Property, other than the Permitted Security (as defined in the Term Loan and Revolving Facilities' Agreement entered into on 4 March 2013), or</p> <p>b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property save for any Permitted Disposal (as defined in the Term Loan and Revolving Facilities' Agreement entered into on 4 March 2013)</p> | <p>Page 3 of 3</p> |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7967865
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 4 MARCH 2013 AND CREATED BY PDGI
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGOR TO THE LENDER ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2013

Dr

