

050493/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

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

WEDNESDAY



A1BXNOFM
A13 27/06/2012 #327
COMPANIES HOUSE

1 Company details

Company number 0 6 5 3 9 4 8 4

Company name in full SCENTRICS INFORMATION SECURITY TECHNOLOGIES LIMITED

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 d0 d8 m0 m6 y2 y0 y1 y2

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")

4 Amount secured

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

Amount secured Under the terms of the Debenture, Scentric Information Security Technologies Limited ("the Borrower") shall on demand pay Epona Trustees Limited ("the Lender") and discharge the Secured Liabilities (as defined in this Form MG01) when they become due.

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 EPONA TRUSTEES LIMITED

Address Pentera Chambers, P.O. Box No 79, Century Buildings

Patriotic Place, St Helier, Jersey

Postcode J E 4 8 P S

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 Under the terms of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee

1 charges to the Lender, by way of first fixed charge

1 1 all right, title estate and other interests of the Borrower in any freehold or leasehold property (which for the purpose of this Debenture shall include the equivalent property in any other jurisdiction) wheresoever situated and whether now owned or subsequently acquired by the Borrower during the Security Period,

1 2 all the Fixtures, together with vehicles, computers and other equipment of the Borrower both present and future and all spare parts, replacements, modifications and additions and the full benefit of all warranties and contracts relating to the same but excluding stock-in-trade or work in progress of the Borrower,

1 3 all stocks shares and other securities in any subsidiary of the Borrower now or at any time during the Security Period belonging to the Borrower,

1 4 its present and future uncalled capital and goodwill,

1 5 all licences, patents, copyrights and service marks, names and styles whether or not registered or registrable and rights in confidential information know-how systems and techniques or intellectual property of any description now or at any time belonging to the Borrower,

1 6 all present and future contracts or policies of insurance (including life policies) in which the Borrower now or hereafter has an interest and all moneys from time to time payable thereunder including any refund of premiums,

2 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 1 above

MG01

Particulars of a mortgage or charge

7 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

None.

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 *Sam Williams* X

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

MG01

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 Sean Williams

Company name Fox Williams LLP

Address Ten Dominion Street

Post town London

County/Region

Postcode E C 2 M 2 E E

Country

DX

Telephone 020 7614 2541



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

4

Amount secured

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

Amount secured

Under the terms of the Debenture, the Borrower shall not at any time, except with the prior written consent of the Lender:

1. create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interests created by the Debenture,

2. sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under the Debenture; or

3. create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party

Definitions in this Form MG01

"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to Charged Property include references to any part of it).

"Loan Agreement" means the loan agreement dated the same date as the Debenture between the Borrower and the Lender for the provision of a loan secured by the Debenture

"Secured Liabilities" means all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Loan Agreement or the Debenture together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Period" means the period starting on the date of the Debenture and ending on the date on which all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6539484
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 JUNE 2012
AND CREATED BY SCENTRICS INFORMATION SECURITY
TECHNOLOGIES LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO EPONA
TRUSTEES LIMITED 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 27 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JUNE 2012

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