

MG01

Particulars of a mortgage or charge



104176/117

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 reg-
ister particulars of a charge for a Sc
company To do this, please us
form MG01s

THURSDAY



ALOWJTHK
A53 21/04/2011 11
COMPANIES HOUSE

1 Company details

Company number 0 1 8 3 3 5 2 1

Company name in full Three X Communication Limited (the "Company")

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 ^d1 ^d5 ^m0 ^m4 ^y2 ^y0 ^y1 ^y1

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 Mortgage of Shares (the "Deed")

4 Amount secured

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

Amount secured

1 1 Pursuant to clause 2 of the Deed, the Deed is continuing
security for the whole and each and every part of the debt
mentioned in clause 3 of the Deed ("the Debt")

1 2 Pursuant to clause 3 of the Deed, the Debt is all money and
liabilities whatever, whenever and however incurred whether
now or in the future due, or becoming due, from the
Company to the Bank

This includes, but is not limited to

(a) overdrafts, personal and other loans or facilities and
further advances of money,

(See MG01 C1 for continuation of this Section 4)

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 (the "Bank")	
Address	Securities Processing Centre, Po Box 3924, 79 Hoyle Street	
	Sheffield	
Postcode	S 1 9 B D	
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>Pursuant to clause 5(a) of the Deed, the Company has, with full title guarantee, charged to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)</p> <ul style="list-style-type: none">(a) all stock, shares, bonds, debentures, debenture stock, loan stock, unit trust investments, certificates of deposit and other securities of any description and in whatever form described in the Schedule to the Deed,(b) all dividends, interest or other distributions paid or payable in respect of them,(c) all allotments, accretions, offers, rights, benefits and advantages whatever at any time arising in respect of them,(d) all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of them, and(e) all cash, debentures or other obligations, shares, stocks, securities or other valuable consideration arising under clause 7 (c) of the Deed, <p>("the Securities") but so that the Bank shall not in any circumstances incur any liability whatever in respect of any calls, instalments or otherwise in connection with the Securities For the avoidance of doubt, the Securities shall include "Uncertificated Securities" (if any) "Uncertificated" in connection with Securities means Securities the relevant title to which, under The Uncertificated Securities Regulations 2001 ("the Regulations"), is not required to be evidenced by a certificate or which is otherwise transferable under the Regulations</p> <p>(See MG01 C3 for continuation of this section 6)</p>	

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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

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 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

Burgess Salmon 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 Doye Balogun

Company name Burges Salmon LLP

Address One Glass Wharf

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX

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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<ul style="list-style-type: none">(b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities,(c) discount, commission and other lawful charges and expenses,(d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,(e) money agreed to be paid by the Company under clause 23 of the Deed	1 3 Pursuant to clause 4 of the Deed, the Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Company and the Bank

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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

Definitions

For the purposes of Section 4 of this Form MG01, the "Schedule" is as follows

SCHEDULE

Description of Shares

57421 Ordinary shares		Three X Business Solutions Limited (02102576)
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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

Additional information on the Deed

1 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED ASSETS

Pursuant to clause 9(a) of the Deed, the Company has covenanted that it will not, without the Bank's written consent

- (i) except as set out in the Deed, in any way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest (including a mortgage) in the Securities,
- (ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Securities

2 FURTHER ASSURANCE

2 1 Pursuant to clause 9(c) of the Deed, the Company has covenanted that it will do everything necessary to help the Bank to

- (i) confirm or protect its interest in the Securities, and
- (ii) exercise any of its rights under the Deed

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires (including, without limitation, permitting such access to such computer systems as the Bank may require in respect of Uncertificated Securities pursuant to the rights granted to the Bank under the Deed) whether or not the Deed has become enforceable

3 POWER OF ATTORNEY

3 1 Pursuant to clause 15 of the Deed the Company has irrevocably appointed the Bank, and/or each and every receiver appointed by the Bank, as its attorney and in its name and on its behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any receiver may think fit

- (a) in the exercise of any powers or in respect of any of the Company's obligations under the Deed, and
- (b) (i) in the making of any payments, or
- (ii) in doing other things or bringing, settling or defending any proceedings in the Company's name and at its expense

3 2 Pursuant to clause 16 the Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971



FILE COPY

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

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

**COMPANY NO. 1833521
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED 15
APRIL 2011 AND CREATED BY THREE X COMMUNICATION
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC BANK PLC 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 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 APRIL 2011

RM



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES