



Registration of a Charge

Company name: **MYSOCIETY LIMITED**

Company number: **05798215**

Received for Electronic Filing: **06/07/2016**



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Details of Charge

Date of creation: **30/06/2016**

Charge code: **0579 8215 0002**

Persons entitled: **UK CITIZENS ONLINE DEMOCRACY**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ABI BROOM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5798215

Charge code: 0579 8215 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2016 and created by MYSOCIETY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2016 .

Given at Companies House, Cardiff on 7th July 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 30th June 2016

mySociety Ltd

and

UK Citizen's Online Democracy

DEBENTURE

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DEBENTURE

This Agreement is made on

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BETWEEN

- (1) mySociety Ltd, a company limited by shares, incorporated in England and Wales under company registration number 5798215 whose registered office is at 483 Green Lanes, London N13 4BS (the "**Chargor**"); in favour of
- (2) UK Citizens Online Democracy, a company limited by guarantee, incorporated in England and Wales under company registration number 03277032 whose registered office is at 483 Green Lanes, London N13 4BS (the "**Chargee**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

2. Definitions

In this Debenture the following expressions have the following meanings, unless the context otherwise requires:

"Assigned Intellectual Property"

means such of the Intellectual Property as is assigned to the Chargee under this Debenture;

"Book Debts"

means :

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), and all other monies due and owing to it and which may become due and owing to it, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, securities, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

"Charged Property"

means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned

to the Chargee under this Debenture;

“Costs”

means all reasonable costs, charges or expenses of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements;

“Environment”

means all of the air, water and land including air within buildings and other natural or man-made structures above or below ground;

“Environmental Authorisations”

means all permits, licences, consents or other authorisations or approvals required at any time under any Environmental Legislation for the occupation or use of the Property by any person;

“Environmental Claim”

means any notice or other order requiring compliance with the terms of any Environmental Authorisation or Environmental Legislation or any other claim, notice, prosecution, action, official warning or other demand relating to:

- (a) the generation, disposal, treatment, storage, transportation or handling of any waste (as defined by the Environmental Protection Act 1990) or of any other substance which is toxic, hazardous, flammable, radioactive, highly reactive or explosive or otherwise capable of causing harm to human health or welfare or harm to any living organism or damage to the Environment;
- (b) any other act, default or phenomenon which is allegedly causing harm to human health or welfare or harm to any living organism or damage to the Environment;

“Environmental Legislation”

means all applicable statutes, statutory instruments, common law, treaties, regulations, directives, codes of conduct, circulars, guidance notes, orders, notices, demands and other measures imposed by any relevant authority to which the Chargor or the Property is or has been or may be or may have been subject which relate to the pollution or protection of the Environment or the protection of the health of any living organism or the protection of public health or welfare;

“Finance Documents”

means the loan agreement of even date herewith between the Chargor and the Chargee and any future loan or loan facility agreement made between the Chargor and the Chargee that expressly states that security is to be given under this Debenture;

“Fixtures”	means all assets of whatsoever nature, apart from land and buildings forming part of any Freehold or Leasehold property owned by the Chargor and deemed by law to be immovable property other than tenant’s fixtures;
“Insurances”	means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which the Chargor has an interest;
“Insured Property Assets”	means the Premises and all the Chargor's other assets of an insurable nature in the Premises;
“Intellectual Property”	means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, domain name registrations, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, know how, business names, trade names, brand names, copyright and rights in the nature of copyright, database right, design rights and get up and any similar rights existing in any country (including rights in computer software), all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor and relating to its business, which is not in the public domain, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;
“Mortgaged Shares”	means the shares details of which are set out at Schedule 1;
“Occupational Leases”	means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licenses and agreements for leases) in existence from time to time relating to the whole or any party of the Property, the immediate reversion to which is vested in the Chargor;
“Permitted Security Interest”	means the security constituted by this Debenture and liens arising by operation of law in the ordinary course of business;
“Planning Acts”	means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation

Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980 and the Ancient Monuments and Archaeological Areas Act 1979;

“Plant and Machinery”

means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of the Chargor at the date of this Debenture or which become the property of the Chargor after the date of this Debenture;

“Premises”

means all buildings and erections included in the definition of Property;

“Property”

means all estates, all rights under any license or other agreement giving the Chargor a right to occupy or use property and all other interests in any freehold, leasehold or other immovable property (including, without limitation, all fixtures (other than tenant’s fixtures) on such property) which are the property of the Chargor at the date of this Debenture (including all those properties listed at Schedule 2 hereof) or which become the property of the Chargor after the date of this Debenture, all proceeds of sale derived from that property and the benefit of all covenants to which the Chargor is entitled in respect of that property and any moneys paid or payable in respect of such covenants;

“Receiver”

means any receiver, an administrative receiver or administrator appointed pursuant to this Debenture;

“Rights”

means all the Chargor’s rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Chargor’s rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);

“Security”

means any security created under this Debenture;

“Secured Liabilities”

means all money, liabilities and obligations now or in the future owed or incurred by the Chargor to the Chargee of any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Chargee was the original creditor in respect thereof, and including (without limitation) interest, commission, costs, charges

and expenses charged by the Chargee at rates agreed between it and the Chargor; and, in particular includes all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Chargee under the Finance Documents together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any of them;

“Security Documents”

means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the Secured Liabilities including, without limitation, this Debenture;

“Security Interest”

means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any “hold-back” or “flawed asset” arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security; and

“Shares”

means all stocks, shares debentures, warrants, coupons and other securities and investments now or in the future owned or held by the Chargee and all rights, dividends, distributions interest and other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purpose, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares previously described.

3. Interpretation

- 3.1.1 In this Debenture:
 - 3.1.1.1 the contents page and clause headings are included for convenience only and do not affect the construction of this Debenture;
 - 3.1.1.2 words denoting the singular include the plural and vice versa;
 - 3.1.1.3 words denoting one gender include each gender and all genders.
- 3.1.2 In this Debenture, unless the context otherwise requires, references to:
 - 3.1.2.1 persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
 - 3.1.2.2 document, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to

- such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
- 3.1.2.3 receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
 - 3.1.2.4 the terms the “Chargee” and the “Receiver” include, where the context so admits, references to any delegate of any such person;
 - 3.1.2.5 a party to this Debenture includes references to its successors, transferees and assignees;
 - 3.1.2.6 Recitals and Clauses are references to recitals to this Debenture and clauses of this Debenture;
 - 3.1.2.7 statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
 - 3.1.2.8 a time of day is a reference to London time; and
 - 3.1.2.9 the words “including” or “in particular” are to be construed as being by way of illustration or emphasis only and are not to be construed as limiting the generality of any preceding words.

4. Execution

The parties intend that this Debenture takes effect as a deed notwithstanding the fact that the Chargee may only execute this Debenture under hand or not at all.

5. Incorporation

The terms of the other Finance Documents are incorporated herein to the extent necessary for any proposed disposition to be valid and in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

6. Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

7. Enterprise Act 2002

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this Deed.

8. COVENANT TO PAY

The Chargor shall on demand pay to the Chargee or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

9. INTEREST

The Chargor shall pay to the Chargee interest (“default interest”) on the Secured Liabilities from the date of demand (or, in the case of Costs, from the date they are incurred), after as well as before any judgement obtained or the liquidation or administration of the Chargor, at the highest rate from time to time agreed in any Finance Document to be payable by the Chargee on unpaid sums. The Chargee may compound default interest if it is not paid when due. In the absence of other agreement any compounding of unpaid default interest will take effect on an annual basis in accordance with the usual practice of the Chargee from time to time.

10. SECURITY

11. Fixed and Floating Charges

By way of continuing security in favour of the Chargee for the payment, discharge and performance of the Secured Liabilities, the Chargor with full title guarantee hereby charges to the Chargee the property set out below in the manner set out below:

- 11.1.1 by way of fixed charge, the Property and all Rights relating to it not effectively mortgaged in the Chargee's favour as security for the Secured Liabilities subject, in the case of any leasehold properties, to any necessary consents to such charge being granted (in which case the charge of such leasehold property shall take effect immediately on such consent being obtained);
- 11.1.2 by way of first fixed charge, the Book Debts;
- 11.1.3 by way of fixed charge, all the Intellectual Property for the time being owned, possessed or controlled by the Chargor which is not assigned to the Chargee, subject to any necessary third party's consent being obtained;
- 11.1.4 by way of fixed charge, the Plant and Machinery;
- 11.1.5 by way of fixed charge, the benefit of all present and future licenses, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of its assets which are the subject of a Security Interest in favour of the Chargee;
- 11.1.6 by way of fixed charge, all present and future goodwill and uncalled capital from time to time of the Chargor;
- 11.1.7 by way of fixed charge, all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
- 11.1.8 by way of floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being) and all the undertaking and assets of the Chargor referred to herein which are, for any reason, for the time being not otherwise subject to a valid mortgage, assignment or fixed charge in favour of the Chargee under this Debenture or any other Security Document.

12. Assignments

By way of continuing security in favour of the Chargee for the payment discharge and performance of the Secured Liabilities, the Chargor with full title guarantee on request by the Chargee hereby agrees to assign absolutely to the Chargee the property set out below:

- 12.1.1 the Insurances and the proceeds thereof;
- 12.1.2 all the Chargor's benefits in respect of any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause;
- 12.1.3 all the Chargor's present and future copyright, rights in the nature of copyright, design rights and get-up and similar rights existing in any country; and all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor which in each case relates to the software and content used in the operation of its websites and e-commerce activities;
- 12.1.4 the Chargor's present and future licences of software and content used in the operation of its websites and e-commerce activities;
- 12.1.5 the Chargor's present and future copyright in the object code and source code of any software and content used in the operation of its websites and e-commerce activities and the benefit of any escrow agreements relating to that code; and
- 12.1.6 all the Chargor's rights, title, interest and benefit in and to the Rental Income.

13. Charges on Shares

- 13.1.1 By way of continuing security in favour of the Chargee for the payment, discharge and performance of the Secured Liabilities, the Chargor with full title guarantee hereby charges to the Chargee the property set out below:
 - 13.1.1.1 By way of legal mortgage, the Mortgaged Shares; and
 - 13.1.1.2 By way of legal mortgage, all rights, dividends, distributions, interest and other property (whether of a capital or income nature) accruing, offered,

issued or deriving at any time by way of dividend, bonus, redemption, exchange, purpose, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to the Mortgaged Shares.

- 13.1.2 Whilst no Event of Default exists, the Chargor may receive and retain all dividends, interest and other income deriving from or received by it in respect of the Mortgaged Shares, and if the same is received by the Chargee shall promptly be forwarded to the Chargor;
- 13.1.3 Whilst no Event of Default exists all voting and other rights and powers attached to the Mortgaged Shares may be exercised by the Chargor, or at the direction of the Chargor if the Mortgaged Shares are not registered in the name of the Chargor, provided that the Chargor may not act in a way which may adversely affect the Mortgaged Shares or is otherwise inconsistent with this Debenture.

14. NEGATIVE PLEDGE

The Chargor shall not:

- 14.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest and any purchases by the Chargor of goods or services which are subject to retention of title arrangements; or
- 14.2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Chargee.

15. CONVERSION OF FLOATING CHARGE

16. Conversion by notice

The Chargee may by notice to the Chargor convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Chargee may specify (whether generally or specifically) in that notice (i) if it considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or (ii) on, or at any time after, this Debenture has become enforceable, or both.

17. Automatic conversion

If, without the prior written consent of the Chargee, the Chargor breaches or takes any step with a view to breaching any provision of Clause 5 ("Negative Pledge") in respect of any of the Charged Property which is subject to an uncrystallised floating charge under this Debenture, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of that Charged Property, the floating charge created by this Debenture over the Charged Property to which the breach or step relates will automatically, without notice, be converted into a fixed charge as soon as that breach occurs or that step is taken.

18. Small Company Moratorium

The floating charge created by this Debenture may not be converted into a fixed charge solely by reason of:

- 18.1.1 the obtaining of a moratorium; or
- 18.1.2 anything done with a view to obtaining a moratorium, under the Insolvency Act 2000.

19. FURTHER ASSURANCE

20. Grant of further security

The Chargor shall forthwith, at any time if so required by the Chargee, at the Chargor's expense execute and deliver to the Chargee such further Security Interests, authorities, notices and documents as the Chargee may in its discretion require of the whole or a specified part of the Charged Property, in whatever form the Chargee may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or part of the Charged

Property in the Chargee, the nominee of the Chargee or in any purchaser from the Chargee or the Receiver.

21. After-acquired property

- 21.1.1 The Chargor shall immediately notify the Chargee of any contract for the acquisition by the Chargor of any freehold or leasehold property, plant or machinery or other asset whatsoever of a value in excess of £50,000 (“after-acquired property”).
- 21.1.2 The Chargor shall forthwith, if so required by the Chargee, at the Chargor’s expense execute and deliver to the Chargee a legal mortgage in favour of the Chargee of that after-acquired property in whatever form the Chargee may in its discretion require to secure the payment or discharge of the Secured Liabilities. If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor will not be required to perform its obligation under this Clause unless and until it has obtained the landlord’s consent. The Chargor must use its best efforts to obtain the landlord’s consent.
- 21.1.3 The Chargor shall, in the case of any after-acquired property title to which (either before or after the acquisition of such property) is registered under the Land Registration Acts 1925 2002:
 - 21.1.3.1 promptly notify the Chargee of the title number(s); and
 - 21.1.3.2 at the same time as application is made to The Land Registry for the registration of the Chargor as the registered proprietor of such property, request the Chief Land Registrar to enter a notice of this Debenture and any legal mortgage granted pursuant to this Clause on the charges register of the after-acquired property.
- 21.1.4 The Chargor shall, forthwith after its acquisition, supply the Chargee with full details of any after-acquired property and deposit with the Chargee such documents relating to such assets as the Chargee may in its discretion require.

22. INTELLECTUAL PROPERTY

- 22.1 To the extent that it is consistent with pre-existing licences of the Assigned Intellectual Property, the Chargee grants a licence to the Chargor of the Assigned Intellectual Property to use and develop the Assigned Intellectual Property for the purpose of its business. The licence granted by this Clause is not assignable. Except as provided for in clause 22.7 below, the Chargor may not sub-license the Assigned Intellectual Property to any party without the prior written consent of the Chargee other than in the ordinary course of the Chargor’s business.
- 22.2 The Chargee may from time to time specify such arrangements, to be commercially reasonable, by which the Chargor shall inform it of any material Intellectual Property from time to time becoming part of the Charged Assets. The Chargor shall comply with any such arrangements and shall if requested by the Chargee execute further assignments of such Intellectual Property on substantially the terms of the assignments of Intellectual Property confirmed in this Debenture. The Chargor will bear the costs of such further assignments.
- 22.3 The Chargor represents and warrants to the Chargee on each day on which any of the Secured Liabilities remains outstanding that:
 - 22.3.1 the Intellectual Property owned, possessed or controlled by it is all of the Intellectual Property required by it in order for it to carry on its business in all material respects and it does not, in carrying on its business, infringe in any material respect any Intellectual Property of any third party; and
 - 22.3.2 to the best of its knowledge and belief, no Intellectual Property owned, possessed or controlled by it is being infringed, nor to the best of its knowledge is there any threatened infringement of any such Intellectual Property;
- 22.4 The Chargor shall:
 - 22.4.1 make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep any Intellectual Property owned, possessed or controlled by it in existence;
 - 22.4.2 maintain, update and develop all source code relating to its Intellectual Property and comply generally with all its obligations in respect of its Intellectual Property including its obligations under escrow agreements relating to the source code relating to its Intellectual

- Property;
- 22.4.3 take such reasonable steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing any Intellectual Property owned, possessed or controlled by it and (without prejudice to its other obligations under this Debenture) take all such reasonable steps as are necessary to maintain and preserve its interest in them; and
- 22.4.4 except with the prior consent of the Chargee, not permit any Intellectual Property owned, possessed or controlled by it to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non use or otherwise.
- 22.5 The Chargor shall at the request of the Chargee serve notices of assignment in such form as is reasonably required by the Chargee in respect of the Assigned Intellectual Property and will use reasonable efforts to procure an acknowledgement of each such notice in such form as is reasonably required by the Chargee.
- 22.6 The Chargee shall have no liability to the Chargor whatsoever for any breach of or omission relating to the Intellectual Property which is the subject of any Security Interest created pursuant to this Debenture.
- 22.7 Notwithstanding any other term of this agreement, the Chargor may, as agent for the Chargee, licence any of the Intellectual Property under one or more open licences, where an "open licence" is any licence complying in substance with the "open definition" published by the Open Knowledge Foundation from time to time.

23. DEPOSIT OF DOCUMENTS AND TITLE DEEDS

- 23.1 The Chargor shall on request by the Chargee deposit with the Chargee (and the Chargee during the continuance of this security may hold and retain):
- 23.1.1 all deeds and documents of title relating to the Property including, without limitation, all Occupational Leases;
- 23.1.2 all object code and source code of any software and consents created or owned by it or used in the operation of its websites and e-commerce activities and the benefit of any escrow relating to that code;
- 23.1.3 all stock or share certificates or other documents of title to or representing the Shares together with such duly executed transfers or assignments with the name of the transferees, date and consideration left blank as the Chargee may require;
- 23.1.4 all such deeds and documents of title (if any) relating to the Book Debts as the Chargee may from time to time specify; and
- 23.1.5 copies of all the contracts and collateral warranties assigned absolutely to the Chargee under this Debenture certified to be true copies by one director of or a solicitor acting for the Chargor.
- 23.2 The Chargor shall on request by the Chargee:
- 23.2.1 whilst this Debenture is enforceable procure the registration of the transfer of the Shares to the Chargee (or its nominees as the Chargee may require), the entry of the Chargee (or its nominees as the Chargee may require) in the register of members of the relevant company as the holder or holders of the Shares, and the issue of new share certificates in respect of the Shares to the Chargee (or its nominees as the Chargee may require); and
- 23.2.2 whilst this Debenture is enforceable upon the accrual, issue or receipt of any additional Shares deliver or pay to the Chargee or procure the delivery or payment to the Chargee of all such additional Shares or the stock or share certificates or other documents of title to or representing them together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Chargee may require.

24. THE BOOK DEBTS ACCOUNT

- 24.1 Until all the security constituted by this Debenture is discharged the Chargor shall collect all Book Debts in the ordinary course of its business. The Chargor shall hold the proceeds of collection and realisation of the Book Debts upon trust for the Chargee pending payment of those proceeds into its trading account for the time being.
- 24.2 The Chargor shall not factor, release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts except as expressly provided in this Debenture.

25. SHARES

26. Trustee powers

The Chargee may at its discretion (in the name of the Chargor or otherwise) whilst this Debenture is enforceable, and without any consent or authority on the part of the Chargor) exercise all the powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 (as amended by section 9 of the Trustee Investments Act 1961) in respect of those Shares subject to a trust.

27. Custody

The Chargee shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Chargee or its nominees at the expense of the Chargor and shall not be responsible for any loss of or damage to those certificates and documents.

28. UNDERTAKINGS

29. Duration

The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Debenture.

30. To comply with statutes

The Chargor shall comply with all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.

31. To provide information

The Chargor shall promptly provide to the Chargee whatever information, documents or papers relating to the Charged Property as the Chargee may from time to time request.

32. Insurance

The Chargor shall:

- 32.1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Chargee in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or a similar business and in the same or similar localities such risks and contingencies as the Chargee shall from time to time request;
- 32.1.2 procure that the interest of the Chargee is noted on all its policies of insurance in such manner as the Chargee may in its absolute discretion require;
- 32.1.3 duly and punctually pay all premiums and any other moneys necessary for maintaining its insurance in full force and effect;
- 32.1.4 if required by the Chargor ensure that every one of its policies of insurance contains a first loss payee clause and a standard mortgagee clause, whereby such insurance will not be invalidated, vitiated or avoided as against a mortgagee in the event of any misrepresentation, act, neglect or failure to disclose on the part of the insured;
- 32.1.5 produce to the Chargee on request copies of all policies and all receipts for the current premiums with respect to its insurance; and
- 32.1.6 immediately give notice to the Chargee of any occurrence which gives rise, or might give rise, to a material claim under any of its policies of insurance and, except with the prior written consent of the Chargee, the Chargor shall not agree to settlement of any such material claim.

33. Insurance monies

The Chargor shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Chargee in its discretion so requires, towards discharge of the Secured Liabilities. The Chargor shall ensure that all such monies which are not paid directly by the insurers to the Chargee shall be held by the recipient upon trust for the Chargee and be applied by the Chargor in accordance with this Clause.

34. To repair

The Chargor shall:

- 34.1.1 at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections and structures on and in the Property;
- 34.1.2 keep all Plant and Machinery in good repair, working order and condition and fit for its purpose; and
- 34.1.3 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

35. Environment

The Chargor shall:

- 35.1.1 and shall procure that any occupier of the Property shall, obtain and maintain in full force and effect all Environmental Authorisations and ensure that the Property, itself and any such occupier complies with all Environmental Legislation; and
- 35.1.2 promptly on becoming aware of it inform the Chargee of any Environmental Claim which has been made or threatened against the Chargor or any of its officers or any occupier of the Property or any requirement of any relevant authority, Environmental Authorisation or applicable Environmental Legislation to make any investment or expenditure or take or desist from taking any action which might, if substantial, have a material adverse effect on the financial condition of the Chargor, the ability of the Chargor to perform its obligations under the Finance Documents or the value or marketability of the Property.

36. COSTS INDEMNITY

The Chargor shall on demand pay to the Chargee or the Receiver, as the case may be, and discharge all reasonable Costs incurred by the Chargee in connection with this Debenture (including Costs incurred by the Chargee in performing covenants which the Chargor has failed to perform in accordance with the terms of this Debenture) on a full and unlimited indemnity basis, together with interest at the rate specified in and calculated in accordance with Clause 3 (Interest) from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Chargee or the Receiver, as the case may be, until full discharge of such Cost.

37. ENFORCEMENT

- 37.1 This Debenture will become enforceable when (i) any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of the Loan Agreement and/or this Debenture; or (ii) the Chargor requests the Chargee to appoint a receiver over the whole or any part of its undertaking or assets .
- 37.2 This Debenture will not become enforceable solely as a result of:
 - 37.2.1 the obtaining of a moratorium; or
 - 37.2.2 anything done with a view to obtaining a moratorium, under the Insolvency Act 2000.

38. STATUTORY POWER OF SALE

- 38.1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Law of Property Act 1925 (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due when the security created by this Debenture becomes enforceable and section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale) and section 93 of the Law of Property Act 1925 (Restriction on consolidation of mortgages) will not apply.
- 38.2 The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to

lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Chargee may in its discretion think fit. The Chargee is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Law of Property Act 1925.

38.3 Each of the Chargee and the Receiver may exercise their respective statutory powers of sale in respect of the whole or any part of the Property.

39. RECEIVER

40. Appointment of Receiver

40.1.1 At any time after the security constituted by this Debenture has become enforceable, whether or not the Chargee has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture:

40.1.1.1 the Chargee may, by writing under the hand of any authorised officer of the Chargee, appoint any person to be a receiver (which expression shall include, without limitation, an administrative receiver) of the Charged Property and that person shall, with effect from the date of such appointment, be a “Receiver”;

40.1.1.2 the Chargee may, from time to time, in similar manner, remove the Receiver and appoint another in his place;

40.1.1.3 the Chargee may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver;

40.1.1.4 the Chargee and any nominee wheresoever situate may, without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale), exercise in respect of all or any part of the Shares and the Derivative Assets all the powers and rights exercisable by the registered holder of the Shares and all other powers conferred on mortgages by the Law of Property Act 1925 as varied or extended by this Debenture; and

40.1.1.5 the Chargee and any nominee wheresoever situate may apply any dividends, interest or other payments received or receivable by the Chargee or by any nominee in respect of the Shares as if they were proceeds of sale.

None of the restrictions imposed by the Law of Property Act, 1925 in relation to the appointment of receivers, the giving of notice of otherwise shall apply.

40.1.2 The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit. The Chargee shall not be liable to the Chargor for any loss or damage arising from any act, default, neglect or misconduct of the Chargee’s delegates.

41. Powers of Receiver

The Receiver has all the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by section 109 of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by section 29 of the Insolvency Act 1986 (Definitions) and Schedule 1 to the Insolvency Act 1986 (Powers of administrator or administrative receiver), and in particular the Receiver may:

41.1.1 Carry on business
carry on, manage or concur in carrying on managing the whole or any part of the business of the Chargor as he may in his discretion think fit;

41.1.2 Protection of assets
41.1.2.1 manage, insure, repair, decorate, maintain, alter, improve, renew or add to the

- Charged Property or concur in so doing;
- 41.1.2.2 commence or complete any building operations on the Property;
- 41.1.2.3 apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences, in each case as he may in his discretion think fit;
- 41.1.3 Realisation of assets
sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit;
- 41.1.4 Let, hire or lease
41.1.4.1 let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- 41.1.4.2 grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property;
- 41.1.4.3 exchange or concur in exchanging the Charged Property;
in each such case, in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Chargor or otherwise;
- 41.1.5 Borrowing
for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any Costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Debenture or otherwise, and generally on such terms as he may in his discretion think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed;
- 41.1.6 Make calls
make, or require the directors of the Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital of the Chargor as the Receiver may in his discretion require and enforce payment of any call so made by action (in the name of the Chargor or the Receiver as the Receiver may in his discretion think fit) or otherwise;
- 41.1.7 Compromise
41.1.7.1 settle or compromise any claim by, adjust any account with, refer to arbitration and dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of the Chargor, as he may in his discretion think fit; and
- 41.1.7.2 settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit;
- 41.1.8 Proceedings

bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Property as he may in his discretion think fit;

41.1.9 Subsidiaries

41.1.9.1 promote the formation of any Subsidiary of the Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;

41.1.9.2 arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking of assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver may in his discretion think fit; and

41.1.9.3 arrange for such Subsidiary to trade or cease to trade as the Receiver may in his discretion think fit;

41.1.10 Employees

appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit;

41.1.11 Receipts

give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Charged Property;

41.1.12 Environment

conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Legislation or by the Chargee or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Legislation; and

41.1.13 General powers

do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

42. Receiver as agent of the Chargor

The Receiver is at all times and for all purposes the agent of the Chargor. Subject to the provisions of the Insolvency Act 1986, the Chargor is solely responsible for all the Receiver's acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and Costs, to the exclusion of liability on the part of the Chargee.

43. No obligation

The Receiver is not obliged to exercise any of the powers set out in this Clause.

44. Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Chargee specifies otherwise in the appointment of such Receiver.

45. Powers exercisable by the Chargee

45.1.1 The Chargee may exercise all powers granted to the Receiver by this Debenture, whether as attorney or the Chargor or otherwise.

45.1.2 The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Chargee as provided in Clause 15 (Statutory Power of Sale) or otherwise and so that, inter alia, such powers are and remain exercisable by the Chargee in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Chargee is from time to time subsisting.

46. Application of proceeds

The provisions of sections 99 to 109 inclusive of the Law of Property Act 1925 are varied and extended to the extent that all monies received by the Receiver be applied in the following order:

46.1.1 in full payment of his remuneration and the Costs of realisation including, without limitation, all Costs of, or incidental to, any exercise of any power referred to in this Debenture, including, without limitation, all outgoings paid by the Receiver;

46.1.2 providing for the matters specified in paragraphs (i) to (iii) inclusive of section 109 (8) of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receiver);

46.1.3 in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;

46.1.4 if so required by the Chargee in its discretion, in or towards satisfaction of the Secured Liabilities; and

46.1.5 to the person entitled to any surplus.

47. PROTECTION OF THIRD PARTIES

47.1 No person (including, without limitation, any purchaser, mortgagor or mortgagee) dealing with the Chargee shall be concerned to enquire:

47.1.1 whether all or some part of the Secured Liabilities has become due; or

47.1.2 whether a demand for such Secured Liabilities has been duly made; or

47.1.3 whether any power which the Chargee or the Receiver is purporting to exercise has become exercisable; or

47.1.4 whether any money remains due under the Finance Documents; or

47.1.5 how any money paid to the Chargee or the Receiver is to be applied.

48. NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Chargee nor the Receiver is, by virtue of entering into possession of any of the Charged Property, liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Chargee or the Receiver arising under this Debenture, not for any act, default, neglect, or misconduct of any nature whatsoever.

49. RELEASE AND REASSIGNMENT

Following the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this Debenture and shall reassign to the Chargee all its interest in any property, contracts and collateral warranties assigned absolutely to the Chargee under this Debenture.

50. POWER OF ATTORNEY

The Chargor irrevocably appoints, by way of security the Chargee, each person deriving title from the Chargee and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Chargor is, or may become, obliged to do pursuant to this Debenture. The Chargor ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to this Clause.

51. CUMULATIVE AND CONTINUING SECURITY

51.1 This Debenture is a continuing security to the Chargee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.

51.2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Chargee may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security Interest.

52. PRIOR CHARGES

At any time after this Debenture has become enforceable the Chargee may redeem any prior Security Interest or procure the transfer of that Security Interest to itself and may settle and pass the accounts of the person entitled to that Security Interest. Any accounts which are settled and passed by the Chargee are conclusive and binding on the Chargor. The Chargor shall reimburse the Chargee for any monies paid out and Costs incurred by the Chargee in exercise of its rights under this Clause.

53. OPENING A NEW ACCOUNT

If the Chargee receives notice of any subsequent Security Interest affecting the Charged Property the Chargee may open a new account for the Chargor in its books. If the Chargee does not open a new account then, unless the Chargee gives express written notice to the contrary to the Chargor, all payments by or on behalf of the Chargor to the Chargee will be treated from time of receipt of notice of the subsequent Security Interest by the Chargee as having been credited to a new account of the Chargor and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.]

54. SUSPENSE ACCOUNT

The Chargee may hold in a suspense or impersonal account on whatever terms the Chargee may think fit all monies received, recovered or realised by the Chargee pursuant to this Debenture until the Secured Liabilities have been irrevocably paid in full.

55. PAYMENTS AND WITHHOLDING TAXES

The Chargor shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Chargor and the Chargee, except to the extent that the Chargor is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Chargee an additional amount sufficient to ensure that the net amount received by the Chargee after the required deduction or withholding (including, without limitation, any required deduction or withholding on the additional amount) be equal to the amount that the Chargee would have received had no deduction or withholding been made. Any additional amount paid under this Clause shall be treated as agreed compensation and not as interest.

56. SET-OFF

The Chargor agrees the Chargee may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of the

Chargee or of the Chargor jointly with others (whether current, deposit, loan or any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

57. ASSIGNMENT

Neither the Chargee nor the Chargor may assign, transfer, novate or dispose of any of its rights and obligations under this Debenture except that the Chargee may assign, transfer, novate or dispose of any of its rights and obligations under this Debenture to any person to whom it assigns, transfers, novates or disposes of any of its rights and obligations under the Finance Documents.

58. WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

59. SEVERABILITY

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

60. NOTICES

60.1 Each party may give any notice, demand or other communication under or in connection with this Debenture by letter, telex, facsimile or comparable means of communication addressed to the other party at the address identified with its name below. Any such communication will be deemed to be given as follows:

- 30.1.1 if personally delivered, at the time of delivery;
- 30.1.2 if by letter, at noon on the Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities); and
- 30.1.3 if by facsimile transmission or comparable means of communication during the business hours of the addressee then on the day of transmission, otherwise on the next following Business Day.

60.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

61. RIGHTS OF THIRD PARTIES

This Agreement is not intended to convey a benefit on any person not a party to it and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

62. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of England and Wales and the Parties agree to submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF THIS DEBENTURE has been executed and delivered as a deed on the date written at the beginning of this Debenture.

SCHEDULE 1

Mortgaged Shares


Company	Shares
Mapumental Ltd registered in England and Wales under company no. 07088037 at 2nd Floor, Avebury House, 55 Newhall Street, Birmingham, B3 3RB	10 Ordinary Shares with a total value of £10

SCHEDULE 2

Mortgaged Property

There is no mortgaged property at the date of this agreement

Executed as a Deed by)
mySociety Ltd)
acting by a Director)
in the presence of:)


.....
Director

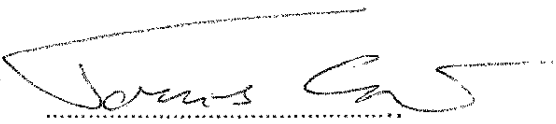
Signature: *ABloom*

Name: *ABI BROOM*

Address: *108B MAGDALEN ROAD OXFORD OX4 1RG*

Occupation: *ADMIN MANAGER*

Executed as a Deed by)
UKCOD)
acting by a Director)
in the presence of:)


.....
Director

Signature: *ABloom*

Name: *ABI BROOM*

Address: *108B MAGDALEN ROAD OXFORD OX4 1RG*

Occupation: *ADMIN MANAGER*