

MG01

Particulars of a mortgage or charge

193967 / 13

FRIDAY



A06 \*A1MA1SQH\* #80  
23/11/2012  
COMPANIES HOUSE

**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

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

1

**Company details**

1 2 For official use

Company number 0 1 9 2 3 5 7 1

Company name in full QUILTER & CO LIMITED (the "Mortgagor")

→ **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 d2 m1 m1 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 MORTGAGE OF DEPOSIT ACCOUNT WITH THIRD PARTY BANK dated 12 November 2012  
between the Mortgagor and the Security Agent (the "Irish Deposit Account Mortgage")

4

**Amount secured**

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

Amount secured All money or liabilities due, owing or incurred to any Secured Party  
by the Mortgagor or any other Obligor under any Finance  
Document as at 12 November 2012 or in the future, in any manner  
whether actual or contingent, whether incurred solely or jointly  
with any other person and whether as principal or surety, together  
with all interest accruing thereon and including all liabilities in  
connection with any notes, bills or other instruments accepted by  
any Secured Party for or at the request of an Obligor and all losses  
incurred by any Secured Party in connection therewith except for  
any money or liability which, if it were so included, would cause  
the infringement of section 678 or 679 of the Companies Act 2006  
(the "Indebtedness")

Continued on continuation page

**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	GE CORPORATE FINANCE BANK SAS, LONDON BRANCH
Address	8-10 Throgmorton Avenue London, as security trustee for itself and the other Secured Parties (the "Security Agent")
Postcode	E C 2 N 2 D L
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

**1 CHARGING CLAUSE**

As continuing security for the due payment and discharge of the Indebtedness the Mortgagor as beneficial owner has assigned in favour of the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in and to the Account, the Mortgaged Balance and the debts represented thereby but excluding any Client Assets provided that upon the complete and full payment and discharge of the Indebtedness the Security Agent at the request and cost of the Mortgagor shall release the security created by the Irish Deposit Account Mortgage

**2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

Except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent, the Mortgagor shall not

2 1 create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Account, the Mortgaged Balance and the debts represented thereby, or

2 2 sell, transfer, lease out, lend or otherwise dispose of all or any part of the Account, the Mortgaged Balance and the debts represented thereby or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so

**3 FURTHER ASSURANCE**

3 1 Subject to the Agreed Security Principles, the Mortgagor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

Continued on continuation page

# 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

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 Ashurst LLP .

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 LHO/SVT/GEC10 00071/26696594

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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	<p>NOTE</p> <p>In this Form MG01</p> <p>"Account" means the account or accounts with the Deposit Bank in the name of the Mortgagor from time to time, including those specified in Part 2 of the schedule to the Irish Deposit Account Mortgage, and any account(s) substituted therefor from time to time but excluding any bank accounts which solely hold Client Assets and a reference to the Account includes a reference to each and every account included from time to time in such expression and all rights related to such account or accounts,</p> <p>"Accounting Principles" means</p> <p>(a) in relation to each Group Company other than a Target Group Company, generally accepted accounting principles in the United Kingdom, and</p> <p>(b) in relation to a Target Group Company, IFRS;</p> <p>"Agent" means GE Corporate Finance Bank SAS, London Branch;</p> <p>"Agreed Security Principles" means the principles set out in schedule 11 (Agreed Security Principles) to the Facilities Agreement,</p> <p>"Bell" means Cheviot Partners LLP, a limited liability partnership registered in England and Wales with partnership number OC318162,</p> <p>"Bell Acquisition" means the acquisition by UK Holdco of Bell on the terms of the Bell Acquisition Documents,</p> <p>"Bell Acquisition Documents" means the Bell Acquisition Documents as such term is defined in the Facilities Agreement,</p> <p>"Bell Closing Date" means the date on which the completion of the Bell Acquisition occurs in accordance with the Bell Acquisition Document,</p> <p>"Bell Group" means Bell and each of its Subsidiaries from time to time,</p> <p>"Bell Group Company" means a member of the Bell Group,</p> <p>"Client Assets" means any assets which are beneficially owned by a client of the Group,</p> <p>"Closing Date" means Closing Date as such term is defined in the Facilities Agreement,</p> <p>"Declared Default" means an Event of Default which has resulted in a notice being served by the Agent under clause 28 19 (Acceleration) of the Facilities Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Deposit Bank" means The Governor and Company of the Bank of Ireland,</p> <p>"Event of Default" means any event or circumstance specified as such in clause 28 (Events of Default) of the Facilities Agreement,</p> <p>"Facilities Agreement" means the facilities agreement dated 31 March 2012 as amended by an amendment agreement dated 24 August 2012 and as amended and restated by an amendment and restatement deed dated 12 November 2012 under which certain lenders have made available facilities to Penrose Bidco Limited (a company incorporated in Jersey with registration no 109852) and certain other members of the Group,</p>	

# 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

"Finance Document" means any Finance Document as such term is defined in the Facilities Agreement (including, for the avoidance of doubt, any Hedging Agreement),

"Finance Party" means any Finance Party as such term is defined in the Facilities Agreement,

"Group" means Penrose Midco Limited (a company incorporated in Jersey with registration number 109889) and each of its Subsidiaries for the time being (including, with effect from the (i) the Closing Date, the Target Group and (ii) the Bell Closing Date, the Bell Group),

"Group Company" means a member of the Group,

"Hedging Agreement" means Hedging Agreement as such term is defined in the Facilities Agreement,

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements,

"Mortgaged Balance" means the balance from time to time standing to the credit of the Account together with all interest thereon (excluding Client Assets),

"Obligor" means a Borrower or a Guarantor (as both such terms are defined in the Facilities Agreement),

"Quasi-Security" has the meaning given to that term in clause 27 14 (Negative Pledge) of the Facilities Agreement,

"Receiver" means Receiver as such term is defined in the Facilities Agreement,

"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement, any Receiver or Delegate,

"Security" means any mortgage, charge, pledge, lien or other Security and any agreement or arrangement having substantially the same economic effect,

"Subsidiary" means any of

(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006 or, where the context requires, as defined in articles 2 and 2A of the Companies (Jersey) Law 1991,

(b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

(c) in relation to any company, corporation or other legal entity (a "holding company"), a company, corporation or other legal entity

(i) which is controlled, directly or indirectly, by the holding company and, for this purpose, a company, corporation or other legal entity shall be treated as being controlled by another if that other company, corporation or other legal entity is able to determine the composition of the majority of its board of directors or equivalent body,

(ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another Subsidiary of the holding company, or

## 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	<p>(d) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles,</p> <p>"Target" means Quilter &amp; Co Limited, a company incorporated under the laws of England and Wales with registered number 01923571,</p> <p>"Target Group" means the Target and its Subsidiaries,</p> <p>"Target Group Company" means any member of the Target Group, including after the Bell Closing Date, any Bell Group Company, and</p> <p>"UKHoldco" means Quilter Cheviot Holdings Limited, a company incorporated under the laws of England and Wales with registered number 08257448</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) to perfect the Security created or intended to be created under or evidenced by the Irish Deposit Account Mortgage or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Irish Deposit Account Mortgage or by law,
- (b) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Mortgagor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Irish Deposit Account Mortgage, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Irish Deposit Account Mortgage
- 3 2 Subject to the Agreed Security Principles, the Mortgagor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Irish Deposit Account Mortgage
- 3 3 Notwithstanding anything to the contrary set out in clause 10 1 or 10 2 of the Irish Deposit Account Mortgage, as set out in clause 3 1 or 3 2 above, subject to the Agreed Security Principles, the Mortgagor shall not, prior to a Declared Default, be required to perfect the Security granted under the Irish Deposit Account Mortgage, to the extent that such perfection would materially and adversely affect its ability to conduct its operations and business as permitted by the Finance Documents unless required by law to perfect the Security





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

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

**COMPANY NO. 1923571  
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE OF DEPOSIT  
ACCOUNT WITH THIRD PARTY BANK DATED 12 NOVEMBER  
2012 AND CREATED BY QUILTER & CO. LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED  
PARTY 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 23  
NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER  
2012

Dx



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**