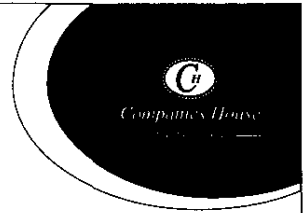


200041-13
200045-10

In accordance with
Section 862 of the
Companies Act 2006

MG06

Particulars of a charge subject to which property has
been acquired



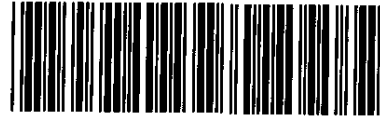
A fee is payable with this form.

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 charge subject to
which property has been acquired.

☐ **What this form is NOT for**
You cannot use this form for
submitting particulars of a
charge subject to which property
has been acquired for a company
in Scotland. To do this, use
form MG06s.

WEDNESDAY



A06 *A7J0MVFE* 28/11/2018 #36
COMPANIES HOUSE

1 Company details

Company number 0 2 0 8 7 8 6 7

Company name in full Future Electronics Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d 1 4 m 0 1 y 2 0 y 1 1

3 Description of the instrument (if any) creating or evidencing the charge

Description ① A pledge of shares (the "Share Pledge") dated 14 January 2011 and
governed by the laws of the Federal Republic of Germany made
between F.E. Future Holding B.V. (the "Pledgor") and Bank of
Montreal as security agent for the Lenders (the "Agent").

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

d 1 4 m 1 1 y 2 0 y 1 8

5 Amount secured

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

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

Amount secured Any amounts owing by a Guarantor or a Borrower under or in connection with the Loan Documents.

Please refer to the attached continuation page for all defined terms used in this MG06.

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

5	Amount secured	Please give us details of the amount secured by the mortgage or charge.
Amount secured	<p>"Borrowers" means (i) Future Electronics Inc., a corporation formed under the law of the Province of New Brunswick, Canada, having its registered office at Brunswick House, 44 Chipman Hill, 10th Floor, P.O. Box 7289, in the city of St John, Province of New Brunswick, E2L 4S6 Canada and (ii) Future Electronics Corp., a corporation formed under the laws of Delaware having its registered office at 41 Main Street, in Boston, Massachusetts, 01740</p> <p>"Company" means Future Electronics Deutschland GmbH, a limited liability company incorporated under the laws of Germany, having its registered office in Ismaning and its business address at Oskar-Messter-Strasse 25, 85737 Ismaning, Federal Republic of Germany and registered with the Commercial Register of the local court in Munich under number HRB 52181.</p> <p>"Credit Agreement" means the USD 250,000,000 credit agreement entered into between, inter alia, the Lenders, the Agent and the Borrowers and dated as of or about 14 January 2011 (as it may be amended, restated, supplemented or modified from time to time).</p> <p>"Derivative Instrument" means an agreement entered into from time to time by a person in order to control, fix or regulate currency exchange, commodity price or interest rate fluctuations, including a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or index equity swap, equity or index equity option, bond option, foreign exchange transaction, cap transaction, floor transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions or combination of these transactions).</p> <p>"Guarantor" means any person guaranteeing all or part of the obligations under and pursuant to the Loan Documents on or after the date hereof.</p> <p>"Intercreditor Agreement" means one or more intercreditor agreements entered into among the Agent on behalf of the Lenders, Sheffield Receivables Corporation, Barclays Bank PLC, the Borrowers and Future Funding Corp. with respect to the rank and rights of the Lenders under the Credit Agreement and under the Receivables Purchase Facility, and any replacement thereof in form and substance satisfactory to the Agent, acting reasonably.</p> <p>"Lender" means (a) the financial institutions listed in Schedule 1 to the Share Pledge (the "Original Lenders"); or (b) any person which becomes a Lender under the Credit Agreement after the date of the Share Pledge.</p> <p>"Loan Documents" means the Credit Agreement, the Security Documents, the Intercreditor Agreement and each Derivative Instrument entered into with a Lender, together with all accessory documentation and all other agreements, deeds and instrument entered into pursuant to the Credit Agreement.</p> <p>"Security Documents" means any security provided to the Lenders or to the Agent for the Lenders at any time.</p> <p>"Receivables Purchase Facility" means the facility or facilities in an aggregate amount not exceeding USD 275,000,000 made available by Salisbury Receivables Corporation (or any successor thereof) and its manager, Barclays Bank PLC, for the purchase of eligible North American receivables from Future Funding Corp. and its services.</p>	

MG06

Particulars of a charge subject to which property has been acquired

6

Mortgagee(s) or person(s) entitled to the charge

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	Bank of Montreal
Address	1 First Canadian Place, Toronto, the Province of Ontario, Canada
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

7

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>(a) The nominal share capital of the Company (which amounts to DEM 1,500,000 and is divided into one share in an amount of DEM 1,500,000) Existing Shares; in the event that the number and/or the the denomination of the Existing Shares is inaccurate or incomplete, the Pledgor hereby pledges all of its shares in the Company to the Agent.</p> <p>(b) Any other shares in the Company, irrespective of their respective nominal value, owned by the Pledgor at the date hereof (the "Additional Shares").</p> <p>(c) Any other shares in the Company, irrespective of their respective nominal value, acquired by the Pledgor after the date hereof (the "Future Shares")</p> <p>(together, the "Pledged Shares")</p> <p>All ancillary rights and claims associated with the Pledged Shares, including (i) the present and future rights to receive dividends, if any, payable on the Pledged Shares, (ii) liquidation proceeds (<i>Liquidationserlöse</i>), <i>consideration for redemption</i> (<i>Einziehungsentgelt</i>), <i>repaid capital in case of a capital decrease</i> (<i>Kapitalherabsetzung</i>), any compensation in case of termination (<i>Kündigung</i>) and/or withdrawal (<i>Austritt</i>) of a shareholder of the Company, the surplus in case of surrender (<i>Preisgabe</i>) and all other pecuniary claims associated with the Pledged Shares, and (iii) all other rights and benefits attributable to the Pledged Shares (including the right to subscribe for any newly issued shares).</p>
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MG06

Particulars of a charge subject to which property has been acquired

8

Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge.

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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 866).

9

Signature

Please sign the form here.

Signature

Signature

X



X

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

MG06

Particulars of a charge subject to which property has been acquired



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 Keir Baker

Company name Morgan, Lewis & Bockius UK LLP

Address Condor House

5-10 St Paul's Churchyard

Post town London

County/Region Greater London

Postcode E C 4 M 8 A L

Country United Kingdom

DX

Telephone 02032015000



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 a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument (if any).
- ☐ You have given the date of acquisition.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the 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



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

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

COMPANY NO. 2087867

CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE FOR ALL SUMS
DUE OR TO BECOME DUE UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE SECURED ON THE PROPERTY ACQUIRED BY
FUTURE ELECTRONICS LIMITED ON THE 14 NOVEMBER 2018
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 28 NOVEMBER 2018

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 DECEMBER
2018



Companies House



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