

MG01

Particulars of a mortgage or charge

150757 / 465



A15 *A11SZF02* 02/02/2012 #223
COMPANIES HOUSE

THURSDAY

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

1 Company details

Company number 0 2 6 3 1 3 4 0

Company name in full A4e Ltd (the "Chargor")

3 8 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 creation of charge

Date of creation 2 7 0 1 2 0 1 2

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 Share charge (the "**Share Charge**") relating to shares in the share capital
of A4e Ireland Limited (NI067471) between (1) the Chargor and (2) The
Royal Bank of Scotland plc as security agent (the "**Security Agent**")

4 Amount secured

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

Amount secured The Chargor has covenanted that it will pay on
demand to the Security Agent all moneys and
discharge all obligations and liabilities at the
date of the Share Charge or thereafter due, owing
or incurred by it to the Secured Parties or any of
them whether express or implied, present, future,
actual or contingent, joint or several, incurred as
principal or surety determined in whatever currency
or incurred on any banking account under or
pursuant to any Finance Document when the same
become due for payment or discharge and interest
(as well after as before judgment) to date of
payment at such rates and upon such terms as may
from time to time be payable and all commission,
fees, expenses and other charges and all legal and
other costs when the same become due for payment or
discharge (the "**Secured Obligations**")

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	The Royal Bank of Scotland plc as Security Agent									
Address	36 St Andrews Square									
	Edinburgh									
Postcode	E	H	2		2	Y	B			
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

The Chargor, as beneficial owner, as a continuing security for the payment and discharge of the Secured Obligations, has charged by way of a first fixed charge unto the Security Agent, all of its right, title and interest in and to the Charged Property including all benefits, present and future, actual and contingent accruing in respect of the Charged Property

Negative Pledge

Save as otherwise permitted by the Facility Agreement, the Chargor has covenanted that during the Security Period it will remain the legal owner (subject to the Encumbrance created by the Share Charge) of the Charged Property and that it will not

(a) create or suffer the creation or existence of any Encumbrance (other than those created by the Share Charge) on or in respect of the whole of any part of the Charged Property or any of its interest therein,

(b) sell, assign, transfer or otherwise dispose of any of its interest in the Charged Property in any such case, without the prior consent in writing of the Security Agent, or

(c) permit any of the Charged Shares to be redeemed and repaid

(Please see continuation pages)

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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

Nil.

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 Spring Siders (UK) LLP

X

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

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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 Andrew Fordham

Company name Squire Sanders (UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country United Kingdom

DX DX 26441

Telephone 0113 284 7000



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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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	<p><u>Trust</u></p> <p>Subject to Clause 3 8 2 (Third Party Consent) of the Share Charge, to the extent that the assignment or charging pursuant to the Share Charge of any Charged Property is prohibited for any reason, the Chargor shall hold any such Charged Property on trust for the Security Agent</p> <p><u>Further Assurance</u></p> <p>(a) The Chargor shall if and when at any time required by the Security Agent execute such further Encumbrances and assurances in favour or for the benefit of the Secured Parties and do all such acts and things as the Security Agent shall from time to time reasonably require in writing over or in relation to all or any of the Charged Property to secure the Secured Obligations or to perfect or protect the Security Agent's security over the Charged Property or any part thereof or to facilitate the realisation of the same</p> <p>(b) Such further Encumbrances and assurances shall be prepared by or on behalf of the Security Agent at the expense of the Chargor and shall contain</p> <p>(1) an immediate power of sale without notice exercisable from and including the Enforcement Date,</p> <p>(11) a clause excluding Section 17 of the Conveyancing and Law of Property Act 1881 and the restrictions contained in Section 20 of the Conveyancing and Law of Property Act 1881, and</p> <p>(111) such other clauses for the benefit of the Secured Parties as the Security Agent may reasonably require and otherwise on no more onerous terms than those contained in the Share Charge</p> <p>(c) The provisions of paragraphs (a) and (b) above shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the share charge by virtue of any law, order, regulation or other provision of common law</p> <p><u>Definitions</u></p> <p>"Charged Property" means (1) the Charged Shares and (11) the Related Rights</p> <p>"Charged Shares" means the issued ordinary share of £1 00 in the capital of the Company (as more particularly described in Schedule 1 (The Company and the Charged Shares) of the Share Charge) and all other shares and share warrants in the capital of the Company from time to time legally or beneficially owned by the Chargor during the Security Period</p> <p>"Company" means A4e Ireland Limited (Company Number NI067471) whose registered office is at Studio 2, Jennymount Court, North Derby Street, Belfast, BT15 3HN</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating),</p>

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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

pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"Enforcement Date" means the date on which an Event of Default occurs or, if earlier, the date on which

(a) the Security Agent receives from any person a notice of intention to appoint an administrator,

(b) the Chargor requests the Security Agent to appoint an administrator or a Receiver,

(c) an application is made for the appointment of an administrator,

(d) a petition is presented for an administration order in respect of the Chargor, and

(e) an administrator is appointed in relation to the Chargor

"Facility Agreement" means the revolving facility agreement dated 30 December 2011 and made between (1) the Chargor, (2) The Royal Bank of Scotland plc as Arranger, (3) those financial institutions listed therein as Original Lenders and (4) The Royal Bank of Scotland plc as Agent and Security Agent pursuant to which the Lenders have agreed to make available to the Borrowers (as defined therein) a revolving credit facility of up to £22,500,000 for the purposes set out therein.

"Finance Document" means Finance Document as defined in the Facility Agreement

"Receiver" means, in relation to the Chargor, any receiver and/or manager not being an administrative receiver (within the meaning of Article 5 of the Insolvency (Northern Ireland) Order 1989) appointed by the Security Agent pursuant to Clause 9.1 (Appointment) of the Share Charge

"Related Rights" means, in relation to any Charged Shares:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Shares or on any asset referred to in paragraph (b) of this definition, and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Shares whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

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"**Security Agent**" means The Royal Bank of Scotland plc or such other person as may be appointed Security Agent pursuant to any Finance Document

"**Secured Parties**" means Secured Parties as defined in the Facility Agreement.

"**Security Period**" means the period referred to in Clause 16 2 (Duration) of the Share Charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2631340
CHARGE NO. 38**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 27
JANUARY 2012 AND CREATED BY A4E LTD FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE SECURED PARTIES OR ANY OF THEM 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 2 FEBRUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES