

229787/13

In accordance with  
Section 860 of the  
Companies Act 2006

MG01

## Particulars of a mortgage or charge



**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 company. To do this, please  
use form MG01s

THURSDAY



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22/12/2011

#395

COMPANIES HOUSE

<b>1 Company details</b>		For official use 5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Company number	0 2 6 6 7 8 0 9	
Company name in full	Wiggle Limited (the "Customer")	
→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *		
<b>2 Date of creation of charge</b>		
Date of creation	d 2 0 m 1 2 y 2 0 y 1 1	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	General pledge dated 20 December 2011 (the "Deed") between the Customer, HSBC Corporate Trustee Company (UK) Limited as security agent (the "Security Agent") and HSBC Bank plc (the "Bank")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All Customer's Liabilities and all Secured Obligations (each as defined in Schedule 2 to the short particulars of all the property mortgaged or charged)	
		<b>Continuation page</b> 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

Name HSBC Corporate Trustee Company (UK) Limited as Security Agent

Address Level 24, 8 Canada Square

London

Postcode E 1 4 5 H Q

Name

Address

Postcode

**Continuation page**

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

**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

See Schedule 1

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### 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

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### 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)

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### Signature

Please sign the form here

Signature

Signature

X *White & Case UP* X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Lara Muazu/ Emma Foster

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country UK

DX

Telephone +44 (0) 20 7532 1000



### 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)

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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><b><u>Schedule 1</u></b></p> <p><b><u>Short particulars of all the property mortgaged or charged</u></b></p> <p><b>1. SECURITY</b></p> <p>1 1 The Customer pursuant to the terms of the Deed</p> <p>(a) pledges, with full title guarantee, to the Security Agent, by way of a continuing security, the Documents and the Goods for the discharge and payment of:</p> <p style="padding-left: 40px;">(i) the Customer's Liabilities, and</p> <p style="padding-left: 40px;">(ii) the Secured Obligations; and</p> <p>(b) assigns, with full title guarantee, to the Security Agent all rights and claims to which the Customer is then or may in the future become entitled in relation to the proceeds of any policy of insurance then or in the future issued with respect to the Goods, except to the extent that such assignment would constitute a charge registrable under Section 860 of the Companies Act 2006, subject to reassignment on redemption</p> <p>1.2 The Pledge and Assignment and the Security Agent's rights under such Pledge and Assignment are in addition to any other security interest present or future held by the Bank or the Security Agent from the Customer or any other person for the Customer's Liabilities and the Secured Obligations and shall not merge with or prejudice or be prejudiced by any such security or any other contractual or legal rights of the Bank or the Security Agent.</p> <p>1 3 If</p> <p>(a) the Customer</p> <p style="padding-left: 80px;">(i) fails to pay or discharge any of the Customer's Liabilities when the same ought to be paid and discharged by the Customer in accordance with the Working Capital Facilities (as defined in the Senior Facilities Agreement) (whether on demand or at scheduled maturity or by acceleration or otherwise as the case may be);</p> <p style="padding-left: 80px;">(ii) is in default of any of the terms of the Deed or any trust receipt relating to the Goods, or</p> <p style="padding-left: 80px;">(iii) is unable or admits to being unable to pay its debts as they become due or is subject to any proceedings in or analogous to insolvency, bankruptcy, administration or liquidation or enters into any composition or arrangement for the benefit of its</p>	

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>creditors or if a receiver or administrative receiver is appointed in respect of any of the Customer's assets or if legal process is levied or enforced against any of its assets;</p> <p>(b) any action is threatened or taken which might in the opinion of the Bank prejudice the Bank's interest in and rights against the Documents and/or the Goods, or</p> <p>(c) a Declared Default has occurred, the Customer requests the Security Agent to exercise any of its powers under the Deed, a petition or application is presented for the making of an administration order in relation to the Customer, or any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Customer or files such a notice with the court,</p> <p>then, notwithstanding that a Default Event has not yet occurred, the Security Agent shall (in its absolute discretion and without any obligation to do so) be entitled to immediately</p> <p>(i) appoint a Receiver or administrator in accordance with clauses 14 (Appointment of Receiver or administrator) and 15 (Powers of Receiver) of the Debenture, except that references to "Declared Default" shall refer to "Default Event", references to the "Charged Property" shall refer to the Goods and Documents, references to the "Debenture" shall refer to the Deed and references to the "Chargor" refer to the "Customer", and/or</p> <p>(ii) enforce the Pledge and/or the Assignment and may without any demand, notice or other action with respect to the Customer or any other person assign, realise, sell, negotiate or otherwise dispose of some or all of the Documents, the Goods and the policy proceeds referred to in paragraph 1 1(b) above at any time and at such price and on such terms in any way it deems expedient free from any restrictions and claims and the Security Agent shall not, subject to clause 15 10 (Own Responsibility) of the Intercreditor Agreement, be liable for any loss however caused arising out of any such assignment, realisation, sale, negotiation or disposal Any person dealing with the Security Agent shall be entitled and bound to assume without enquiry that any sale or other act undertaken by the Security Agent is properly and regularly done and may accept as effectual any receipt given by the Security Agent.</p> <p>1.4 Following the occurrence of any event or circumstance specified in paragraph 1.3 above, the Bank (in the case of paragraph 1.3(a) and 1 3(b) above) or the Security</p>	

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Short particulars	<p>Agent (in the case of paragraph 1.3(c) above) (the “<b>Notifying Party</b>”) may serve a notice to the Security Agent or the Bank (as applicable) advising them of such event or circumstance. In each case, the Notifying Party shall send a copy of such notice to the Customer.</p> <p><b>2. UNDERTAKINGS</b></p> <p>2.1 The Customer undertakes that</p> <ul style="list-style-type: none"> <li>(a) the Documents and the Goods shall be in the sole beneficial ownership of the Customer free from encumbrances or claims except for the Debenture Security, Pledge and Assignment;</li> <li>(b) it will insure the Goods for their full value against all insurable risks in such manner as the Bank or Security Agent may require and the Security Agent’s interest must be noted on the policy/ies or, if the Bank or Security Agent so requires, the policy/ies must be held in the joint names of the Customer and the Security Agent subject to a loss payable clause in the Security Agent’s favour and the Customer will direct the insurer to make payment direct to the Security Agent in respect of any loss or damage;</li> <li>(c) it will produce to or deposit with the Security Agent the policy/ies and the receipts for all premiums and other payments (or copies thereof) if the Bank or Security Agent so requires;</li> <li>(d) it will pay to the Security Agent all insurance proceeds received by it in respect of the Goods and pending payment will hold such proceeds on trust for the Security Agent;</li> <li>(e) it will endorse the Documents in favour of the Bank, deposit the Documents with the Bank or to its order and note in its records the interests of the Bank in the Documents and the Goods and the Bank shall hold such Documents on trust for the Security Agent,</li> <li>(f) it will pay all the costs of and incidental to the transportation and storage of the Goods or otherwise connected with the Goods;</li> <li>(g) it will not nor attempt to encumber, transfer, sell or dispose of or otherwise deal with the Documents and the Goods except as directed by or with the prior written consent of the Bank (prior to a Default Event) or the Security Agent (following a Default Event);</li> <li>(h) it will not take any action which might prejudice the value of the Goods, validity of any policies of insurance and/or the effectiveness of the Pledge or Assignment.</li> </ul>

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**Particulars of a mortgage or charge**

6	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p>2 2 The Customer further undertakes at the cost of the Customer to execute such documents and perform such acts as the Bank or the Security Agent may consider expedient in connection with the exercise of their powers and rights under the Deed or for the purpose of perfecting, preserving and protecting its title to any of the Goods, and further the Customer by way of security irrevocably appoints the Security Agent to be the attorney for the Customer (with full power of substitution and delegation) in the Customer's name and on the Customer's behalf and as the Customer's act and deed to execute and perform all or any at any time following (i) the occurrence of a Default Event or (ii) in the case of the Customer failing to comply with a further assurance or perfection obligation under the Deed, 10 Business Days following such failure to comply The Customer shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers</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	<p><b><u>Schedule 2</u></b></p> <p><b><u>Definitions</u></b></p> <p><b>“Assignment”</b> means the assignment referred to in paragraph 1 1(b) above,</p> <p><b>“Customer’s Liabilities”</b> means all monies and liabilities which then are or shall at any time thereafter be due, owing or incurred to the Bank by the Customer in connection with the Working Capital Facilities in any currency or currencies and whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including without limitation (as well after as before any demand made or judgment obtained) interest, discount, fees, commission, banking charges and other lawful charges and expenses (on a full indemnity basis) computed and compounded from time to time in accordance with the terms agreed between the Customer and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the current practice of the Bank (but so that interest shall be computed at the rate of 3 per centum per annum over the Bank’s base rate from time to time ruling), and the words “Customer’s Liabilities” shall not include any monies and liabilities arising under a regulated Consumer Credit Act Agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Customer and the Bank,</p> <p><b>“Debenture”</b> means the debenture between the Customer, Ensco 503 Limited and the Security Agent dated 12 December 2011,</p> <p><b>“Debenture Security”</b> means the Security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage,</p> <p><b>“Declared Default”</b> has the same meaning given to that term in the Debenture;</p> <p><b>“Default Event”</b> means the occurrence of any of the events or circumstances specified in paragraph 1 3 above which has resulted in a notice being served by the Bank to the Security Agent (in the case of paragraphs 1 3(a) and 1 3(b) above) or by the Security Agent to the Bank (in the case of paragraph 1 3(c) above),</p> <p><b>“Documentary Credit”</b> means a documentary credit issued or confirmed by the Bank at the request of or for the account of the Customer and any commitment by the Bank to issue or confirm such credit and also includes any such credit or commitment as extended or amended;</p> <p><b>“Documents”</b> means all drafts, bills of exchange, other negotiable instruments of any description, bills of lading and other documents of title, combined and other transportation documents, dock warrants, delivery orders, warehouse warrants and receipts and other storage documents, insurance policies and certificates and other</p>

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Short particulars	<p>instruments and other documents representing or relating to goods and/or produce (whether or not constituting or evidencing title to them) which goods and/or documents are in the actual or constructive possession or control of, or held by, to the order of, under an attornment in the Bank's favour or otherwise on behalf of the Bank its agents or its nominees from time to time whether by deposit with and/or endorsement to and/or transfer to the Bank, its agents or its nominees and/or otherwise and whether for custody, collection, security, presentation under a Documentary Credit or any other reason and whether or not in the ordinary course of banking business and whether in England or elsewhere,</p> <p><b>"Finance Documents"</b> has the same meaning given to that term in the Senior Facilities Agreement,</p> <p><b>"Goods"</b> means the goods and/or produce to which Documents relate,</p> <p><b>"Group"</b> has the same meaning given to that term in the Senior Facilities Agreement,</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 7 December 2011 and made between, among others, MAPIL Midco 2 Limited as parent, MAPIL Bidco Limited as the company, HSBC Bank plc and Investec Bank plc as arrangers, HSBC Bank plc as agent and the Security Agent as security agent, as amended on 12 December 2011 and thereafter from time to time,</p> <p><b>"Mortgage"</b> has the same meaning given to that term in the Debenture;</p> <p><b>"Obligor"</b> has the same meaning given to that term in the Senior Facilities Agreement,</p> <p><b>"Pledge"</b> means the pledge referred to in paragraph 1 1(a) above,</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Documents and Goods and that term will include any appointee made under a joint and/or several appointment;</p> <p><b>"Secured Obligations"</b> means all obligations and liabilities which the Customer and any other Obligor may at any time have to the Security Agent (whether for its own account or as Security Agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage and including, without limitations, all obligations and liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Document whatsoever) including any obligation or liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Customer shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Customer to the Security Agent (whether for its own account or as Security Agent for the Secured</p>

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Short particulars	<p>Parties) or any of the other Secured Parties in respect of any such liabilities provided that the security constituted by the Debenture or any Mortgage shall not extend to or include any liability or sum which would cause such security to be unlawful or prohibited by any applicable law,</p> <p><b>"Senior Facilities Agreement"</b> means the £45,000,000 senior facilities agreement dated 7 December 2011 entered into by, among others, MAPIL Midco 2 Limited as parent and guarantor, MAPIL Bidco Limited as borrower and guarantor, HSBC Bank plc and Investec Bank plc as the mandated lead arrangers, HSBC Bank plc as Agent, the Security Agent, and certain financial and other institutions as lenders, as amended on 12 December 2011 and thereafter from time to time</p> <p><b>"Secured Parties"</b> has the meaning given to that term in the Senior Facilities Agreement,</p> <p><b>"Working Capital Facilities"</b> means the facilities made available to any member of the Group pursuant to the Working Capital Facilities Documents;</p> <p><b>"Working Capital Facilities Documents"</b> means any and each of</p> <ul style="list-style-type: none"> <li>(a) an overdraft facility letter dated 16 August 2011 between the Bank, Ensco 503 Limited and the Customer; and</li> <li>(b) a forward exchange and currency option facility letter dated 16 August 2011 between the Bank and the Customer</li> </ul>	



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

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

**COMPANY NO. 2667809  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GENERAL PLEDGE DATED 20  
DECEMBER 2011 AND CREATED BY WIGGLE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO HSBC CORPORATE TRUSTEE COMPANY (UK)  
LIMITED AS SECURITY AGENT 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 22 DECEMBER 2011

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2012**



*Companies House*  
— for the record —



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