

222210/13
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
particulars of a charge for a
company. To do this, please
use form MG01s

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25/02/2011

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COMPANIES HOUSE

1 Company details

Company number 0 4 8 5 0 5 0 2

Company name in full Montagu Funding Limited (the "Charging Company")

For official use

2

→ **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 d1 d6 m0 m2 y2 y0 y1 y1

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 Debenture dated 16 February 2011 made between the Charging Company (1) in
favour of Lloyds TSB Bank plc ("LTSB") (2) (the "Debenture")

4 Amount secured

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

4
10
Amount secured

The Secured Liabilities (as defined in the
Continuation Pages to Section 6 of this Form MG01)

References to the Debenture and to any provisions
of it or to any other document referred to in the
Debenture (including the LTSB Documents) shall be
construed as references to it in force for the time
being as amended, varied, supplemented, restated,
substituted, renewed, replaced or novated from time
to time

Continuation page

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

RE-SCAN

1/3/11 0115

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 | | | | | | | | | |
| Name | Lloyds TSB Bank plc | | | | | | | | | |
| Address | 25 Gresham Street | | | | | | | | | |
| | London | | | | | | | | | |
| Postcode | E | C | 2 | V | | 7 | H | N | | |
| 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 | | | | | | | | | |
| Short particulars | <p>In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document include references to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.</p> <p>The Debenture created fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows:</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1 The Charging Company with full title guarantee charged to LTSB as a continuing security for the payment or discharge of the Secured Liabilities -</p> <p style="padding-left: 40px;">(a) [intentionally left blank],</p> <p style="text-align: right;">PLEASE SEE CONTINUATION PAGES ATTACHED</p> | | | | | | | | | |
| | | | | | | | | | | |
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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 1 of Section 6)

(b) by way of fixed charge -

- (1) all estates or interests in any freehold and leasehold property belonging to the Charging Company at the Debenture Date or at any time after the Debenture Date (other than any property charged in terms of Clause 2 1 1 of the Debenture) together with all buildings and fixtures (including tenant's fixtures) which are at any time on or attached to the property,
- (11) all present and future interests of the Charging Company in or over land or the proceeds of sale of it and all present and future licences of the Charging Company to enter upon or use land,
- (111) the benefit of all other agreements relating to land which the Charging Company is or may become party to or otherwise entitled,
- (1v) all plant and machinery of the Charging Company at the Debenture Date or in the future attached to property which is charged by the foregoing provisions of Clause 2 1 of the Debenture and all present and future vehicles, computers and office and other equipment owned by the Charging Company,
- (v) all present and future stocks, shares and other securities owned (at law or in equity) by the Charging Company and all rights, money or property of a capital nature at any time and interests accruing or offered at any time in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;
- (v1) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by Clause 2 1 2 5 of the Debenture, whether by way of dividend, distribution, interest or otherwise,
- (v11) all rights and interests in and claims under all insurance contracts or policies at the Debenture Date or in the future held by or insuring to the benefit of the Charging Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),

PLEASE SEE NEXT CONTINUATION PAGE

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 2 of Section 6)

(viii) all rights and interest in and claims under all other insurance or assurance contracts or policies at the Debenture Date or in the future held by or insuring to the benefit of the Charging Company (including all money payable under them) (and excluding contracts or policies of insurance which relate to liabilities to third parties),

(ix) all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at the Debenture Date or in the future held by the Charging Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,

(x) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by the Charging Company relating to the use or exploitation by or on behalf of the Charging Company in any part of the world of any such rights as are referred to in Clause 2 1 2 9 of the Debenture but owned by others,

(xi) all the Charging Company's rights at the Debenture Date or in the future in relation to trade secrets, confidential information and know how in any part of the world,

(xii) all present and future book debts of the Charging Company,

(xiii) all other present and future debts or monetary claims of the Charging Company against third parties (excluding those charged under Clause 2 1 2 7 or 2 1 2 8 of the Debenture),

(xiv) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Charging Company in respect of any Fixed Charge Assets,

(xv) all present and future bank accounts, cash at bank and credit balances of the Charging Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),

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Short particulars

(Continuation Page 3 of Section 6)

(xvi) all rights, money or property accruing or payable to the Charging Company at the Debenture Date or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of Clause 2 1 of the Debenture, and

(xvii) all the Charging Company's goodwill and uncalled capital for the time being, and

(c) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Charging Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2 1 2 of the Debenture) and, for the avoidance of doubt, the Charging Company shall be entitled to dispose of all or any of the Assets subject to a floating charge in the ordinary course of trade or as expressly permitted under the Facility Letter

2 The Charging Company with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of LTSB (subject to the right of the Charging Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) all the right, title and interest of the Charging Company in and to any interest rate hedging agreements at the Debenture Date or in the future entered into with any person

3 To the extent that any such right, title and interest as is referred to in paragraph 2 above is not assignable or capable of assignment, the assignment of it purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Charging Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

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Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 4 of Section 6)

Covenants and restrictions contained in the Debenture

- 1 By Clause 2 8 of the Debenture, the Charging Company agreed that it would not without the prior written consent of LTSB or as otherwise expressly permitted by the Facility Letter -
 - (a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of LTSB), or
 - (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or
 - (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset
- 2 By Clause 2 13 of the Debenture the Charging Company agreed that it shall
 - (a) get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with paragraph (b) below) upon trust for LTSB,
 - (b) pay into its account with LTSB (or as LTSB may direct) all monies which it receives in respect of any Receivables, and
 - (c) if the security constituted by the Debenture has become enforceable, and if called upon to do so by LTSB, execute a legal assignment of all or any of the Receivables to LTSB

PLEASE SEE NEXT CONTINUATION PAGE

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|------------------------------------|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | | (Continuation Page 5 of Section 6) |
| | <p>4 By Clause 4 7 of the Debenture the Charging Company agreed that it would not make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties</p> | |
| | <p>5 By Clause 4 8 of the Debenture the Charging Company agreed that it would not grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same in any way or permit to be forfeited the lease of any leasehold property hereby charged which is likely to have a material and adverse effect upon the value of any such Properties other than as expressly permitted in the Facility Letter.</p> | |
| | <p>6 By Clause 4 9 of the Debenture the Charging Company agreed that it would not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties other than as expressly permitted in the Facility Letter</p> | |
| | <p>7 By Clause 4 13 of the Debenture the Charging Company agreed that it would not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property</p> | |
| | <p>8 By Clause 5 5 of the Debenture the Charging Company agreed that no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the Properties charged under the Debenture will be capable of being exercised by the Charging Company without the previous written consent of LTSB</p> | |
| | <p>9 By Clause 6 3 of the Debenture the Charging Company agreed that it would not, without the prior written consent of LTSB, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 (<i>Leasing powers of mortgagor and mortgagee in possession</i>) and 100 (<i>Powers of mortgagor and mortgagee in possession to accept surrenders of leases</i>) of the Law of Property Act 1925</p> | |
| | PLEASE SEE NEXT CONTINUATION PAGE | |

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Short particulars

(Continuation Page 6 of Section 6)

Definitions

"**Assets**" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Charging Company,

"**Debenture Date**" means 16 February 2011,

"**Facility Letter**" means the facility letter in relation to €50,000,000 bridging overdraft and guarantee facilities between, amongst others, LTSB and the Charging Company dated on or around the Debenture Date,

"**Fixed Charge Asset**" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 2 1, 2 2, 2 3 of the Debenture or (with effect from the date of its creation) any security created pursuant to Clause 2 12 of the Debenture,

"**LTSB Documents**" means the Facility Letter, the Debenture, the Partnership Guarantee, any security granted by any Partnership in favour of LTSB, any Drawdown Notice and all documents supplemental to any of them and any other document designated as an "LTSB Document" by LTSB and the Borrowers (each term as defined in the Facility Letter),

"**Permitted Disposal**" has the meaning given to that term in the Facility Letter,

"**Properties**" means at any time the freehold, heritable and leasehold properties of the Charging Company at that time or any of them as the context requires,

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(Continuation Page 7 of Section 6)

"**Receivables**" means all sums of money now or in the future receivable by the Charging Company which consist of or are derived from any Asset referred to in Clauses 2 1 1, 2 1 2, 2 2 or 2 3 of the Debenture or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to Clause 2 12 of the Debenture, and

"**Secured Liabilities**" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to LTSB by the Charging Company under or pursuant to the LTSB Documents, whether actually or contingently, solely or jointly and whether as principal or surety, and including interest, discount, commission and other lawful charges or expenses which LTSB may in the course of its business charge or incur in respect of any of those matters or for keeping the Charging Company's account, and so that interest shall be computed and compounded according to the usual LTSB rates and practice after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture

END OF CONTINUATION PAGES

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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

None

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 866).

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 870). 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 Hogan Lovells International 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 F3/PSD/19558 05714/2386286

Company name
Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4850502
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16
FEBRUARY 2011 AND CREATED BY MONTAGU FUNDING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC 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 25 FEBRUARY
2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MARCH 2011

**THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED 4/3/2011**



DX



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4850502
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16
FEBRUARY 2011 AND CREATED BY MONTAGU FUNDING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 25 FEBRUARY
2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2011



Companies House
— for the record —



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