

# MR01

## Particulars of a charge

112719/13



**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

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

This form **must be delivered to the Registrar for registration with  
21 days** beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record. **Do not send the original**



LD7 11/06/2015 #10  
COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number 0 5 0 6 9 3 5 7

Company name in full Lowell Holdings Ltd

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 Charge creation date

Charge creation date 0 9 0 6 2 0 1 5

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name J P Morgan Europe Limited as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

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### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

### Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X Clifford Chance X

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

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Emily Gill**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 3420**



### 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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.**

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)**



**FILE COPY**

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

Company number: 5069357

Charge code. 0506 9357 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2015 and created by LOWELL HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2015.

Given at Companies House, Cardiff on 19th June 2015

*(Signature)*



**Companies House**



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

EXECUTION VERSION

9 JUNE 2015

THE COMPANIES LISTED IN SCHEDULE 1  
AS CHARGORS

IN FAVOUR OF  
J P MORGAN EUROPE LIMITED  
AS SECURITY AGENT

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CONFIRMATORY DEBENTURE  
IN RELATION TO A DEBENTURE  
DATED 30 MARCH 2012

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**We hereby certify this to be a true copy of the original**

Signed Clifford Chance  
Clifford Chance LLP  
10 Upper Bank St  
London E14 5JJ

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**THIS CONFIRMATORY DEBENTURE** (the "Confirmatory Debenture") is made by way of deed on 9 June 2015

**BY:**

- (1) **THE COMPANIES NAMED IN SCHEDULE 1** (together the "Original Chargors" and each an "Original Chargor") in favour of
- (2) **J.P. MORGAN EUROPE LIMITED** as security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "Security Agent", which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

**RECITALS:**

- (A) The Lenders made a facility available to certain of the Original Chargors in their capacity as borrowers pursuant to the Original Facility Agreement (each as defined below)
- (B) By virtue of the Original Security Document, the Original Chargors created security over the Charged Property in favour of the Security Agent for the Secured Parties (each as defined below).
- (C) The Agent and the Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment and Restatement Agreement (as defined below), including but not limited to amending the accordion feature to allow for the Total Commitments to be increased up to a maximum amount of £215,000,000.
- (D) Accordingly the Original Chargors wish to confirm the existing security created pursuant to the Original Security Document and grant security over the Charged Property to secure their obligations to the Secured Parties (including in respect of the increase in the Total Commitments under the Original Facility Agreement).
- (E) This Confirmatory Debenture is supplemental to the Original Security Document

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Confirmatory Debenture:

**"Amended and Restated Facility Agreement"** means the Original Facility Agreement as amended and restated by the Amendment and Restatement Agreement.

**"Amended Secured Obligations"** means the Secured Obligations as defined in the Original Security Document and including, for the avoidance of doubt, the Secured Liabilities as defined in the Intercreditor Agreement, obligations arising under the Primary Finance Documents as defined in the Intercreditor Agreement in each case before, on and after the date of this Agreement

**"Amendment and Restatement Agreement"** means the amendment and restatement agreement to the Original Facility Agreement dated 9 June 2015 between the Original Chargors, Metis Bidco Limited, J P. Morgan Europe Limited as Agent and Security Agent and the financial institutions named therein as Existing Lenders and New Lenders

**"Existing Lowell Notes"** means

- (a) the £200,000,000, 10.75% senior secured notes due 2019 dated 30 March 2012;
- (b) the £75,000,000, 10.75% senior secured notes due 2019 dated 11 February 2013; and
- (c) the £115,000,000, 5.875% senior secured notes due 2019 dated 11 March 2014.

**"First Confirmatory Debenture"** the confirmatory debenture dated 28 November 2013 between, the Original Chargors and the Security Agent relating to the Original Security Agreement

**"Intercreditor Agreement"** means the intercreditor agreement dated 30 March 2012 (as amended and/or restated from time to time) between, among others, the Original Chargors, Lowell Group Financing PLC, J P. Morgan Europe Limited as Agent for the financial institutions under the Original Facility Agreement, the financial institutions named in the Original Facility Agreement, the Senior Note Trustee (as defined therein) and the Security Agent.

**"Original Security Document"** means the debenture dated 30 March 2012 between the Original Chargors and the Security Agent.

**"Original Facility Agreement"** means the facility agreement dated 30 March 2012 between Lowell Finance Holdings Limited as Parent, Lowell Portfolio I Limited as Company, the Original Chargors, J.P. Morgan Limited and Lloyds Bank plc as Arrangers, J.P. Morgan Europe Limited as Agent and Security Agent and the financial institutions named in the Original Facility Agreement as lenders (as amended and restated from time to time before the date of the Amendment and Restatement Agreement).

**"Original Security"** means the Security created under.

- (a) the Original Security Document; and
- (b) the First Confirmatory Debenture.

**"Secured Parties"** has the meaning given to it in the Intercreditor Agreement

## **1.2 Terms defined in other Finance Documents**

Unless defined in this Confirmatory Debenture, or the context otherwise requires, a term defined in the Original Security Document, the Intercreditor Agreement, the Amendment and Restatement Agreement or the Amended and Restated Facility



Agreement has the same meaning in this Confirmatory Debenture or any notice given under or in connection with this Confirmatory Debenture

### 1 3 Construction

1 3 1 The rules of construction set out in clause 1 3 (*Construction*) of the Original Security Document shall apply to the construction of this Confirmatory Debenture.

1 3 2 In this Confirmatory Debenture any reference to the "**Security Agent**", a "**Chargor**", the "**Agent**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests

1 3 3 From the Effective Date, the Original Security Document and the First Confirmatory Debenture shall be read and construed as one document with this Confirmatory Debenture.

1 3 4 References in this Confirmatory Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Confirmatory Debenture

1 3 5 To the extent that any obligation of the Original Chargors under, or any provision of, the Original Security Document or the First Confirmatory Debenture is satisfied, any corresponding provision or obligation of the Original Chargors arising under any provision of this Confirmatory Debenture shall be deemed to be satisfied.

### 1 4 Third Party Rights

A person who is not a party to this Confirmatory Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Confirmatory Debenture

## 2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall:

2 1 1 remain in full force and effect notwithstanding the amendments made pursuant to the Amendment and Restatement Agreement (including the increase in the liabilities secured under the Original Security by virtue of the extension of such security to include any increase in the Total Commitments, up to a maximum amount of £215,000,000 under the Amended and Restated Facility Agreement); and

2 1 2 continue to secure its Amended Secured Obligations (including, but not limited to, under the Amended and Restated Facility Agreement)

### 3. SUPPLEMENTAL SECURITY

#### 3.1 Fixed Charges

- 3 1 1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in any Chargor at the date of this Confirmatory Debenture shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property.
- 3 1 2 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property
- 3 1 3 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts
- 3 1 4 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property
- 3 1 5 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of that Chargor

- 3 1 6 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments
- 3 1 7 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise)
- 3 1 8 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplementary Charge

### 3 2 Assignments

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as security agent for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all of that Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

3 2 1 the proceeds of any Insurance Policy and all Related Rights; and

3 2 2 each Intercompany Loan Agreement

### 3 3 Floating Charge

3 3 1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject

only to the Original Security, each Chargor with full title guarantee charges in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations by way of first floating charge all present and future assets and undertaking of that Chargor other than any rights under the Excluded Contracts

3 3 2 The floating charge created by sub-clause 3 3 1 above shall be deferred in point of priority to all fixed Security validly and effectively created by that Chargor under the Primary Finance Documents in favour of the Security Agent as security agent for the Secured Parties as security for the Secured Obligations.

3 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 3 (*Floating Charge*)

#### **4 MISCELLANEOUS**

##### **4.1 Incorporation of terms**

The provisions of Clauses 2 (*Payment of Secured Obligations*), 4 (*Crystallisation of Floating Charge*), 5 (*Perfection of Security*), 6 (*Further Assurance*), 7 (*Negative Pledge and Disposals*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension and Variation of the Law of Property Act 1925*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receiver*), 17 (*Application of Monies*), 18 (*Protection of Purchasers*), 19 (*Power of Attorney*), 20 (*Effectiveness of Security*), 21 (*Release of Security*), 22 (*Subsequent Security Interests*), 23 (*Assignment*), 24 (*Payments free of Deduction*), 25 (*Notices*), 26 (*Discretion and Delegation*) and 28 (*Jurisdiction*) (and including Schedule 4 (*Form of Notice of Assignment of Insurance Policy*) and Schedule 5 (*Form of Notice of Assignment of Intercompany Loan Agreement*)) of the Original Security Document are incorporated into this Confirmatory Debenture as if set out in full in this Confirmatory Debenture, but so that references into those clauses to

4 1 1 the "**Facility Agreement**" are references to the "Amended and Restated Facility Agreement",

4 1 2 the "**Secured Obligations**" are references to the "Amended Secured Obligations";

4 1 3 "**Charged Property**" are references to the assets of the Company charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Confirmatory Debenture, and

4 1 4 "**this Debenture**" are references to this Confirmatory Debenture

##### **4 2 Original Security Document**

Except insofar as supplemented by this Confirmatory Debenture, the Original Security Document and the First Confirmatory Debenture shall remain in full force and effect

#### **4.3 No merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document or the First Confirmatory Debenture shall continue in full force and effect notwithstanding this Confirmatory Debenture and shall not merge in any security constituted by this Confirmatory Debenture or be released, extinguished or affected in any way by the security constituted by this Confirmatory Debenture

#### **4.4 Counterparts**

This Confirmatory Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Confirmatory Debenture.

#### **5 GOVERNING LAW**

This Confirmatory Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law

**THIS CONFIRMATORY DEBENTURE** has been signed on behalf of the Security Agent and executed as a deed by each Original Chargor and is delivered by them on the date specified above

**SCHEDULE 1**  
**THE ORIGINAL CHARGORS**

<b>Name of Original Chargor</b>	<b>Registration Number</b>
Lowell Group Limited	06527689
Lowell Group Financing plc	07970601
Lowell Funding Limited	06527632
Lowell Acquisitions Limited	06527618
Lowell Holdings Ltd	05069357
Lowell Finance Ltd	05069513
Lowell Financial Ltd	04558936
Lowell Portfolio I Ltd	04857418
Tocatto Ltd	05069843
Lowell Finance Holdings Limited	07987062

**EXECUTION PAGES TO CONFIRMATORY DEBENTURE**  
**The Original Chargors**

**EXECUTED** as a deed by  
**LOWELL GROUP LIMITED**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

CHARTERED ACCOUNTANT

**EXECUTED** as a deed by  
**LOWELL GROUP FINANCING PLC**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant

**EXECUTED** as a deed by  
**LOWELL FUNDING LIMITED**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant

**EXECUTED** as a deed by  
**LOWELL ACQUISITIONS LIMITED**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant



**EXECUTED as a deed by  
LOWELL HOLDINGS LTD**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant

**EXECUTED as a deed by  
LOWELL FINANCE LTD**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant

**EXECUTED** as a deed by  
**LOWELL FINANCIAL LTD**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant

**EXECUTED** as a deed by  
**LOWELL PORTFOLIO I LTD**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant

**EXECUTED** as a deed by  
**TOCATTO LTD**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chartered Accountant

**EXECUTED** as a deed by  
**LOWELL FINANCE HOLDINGS LIMITED**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness


Occupation of witness


Chartered Accountant

**The Security Agent**

Signed for and on behalf of  
**J.P. MORGAN EUROPE LIMITED**

By 

Name  Authorised Signatory

Title  Associate

Address 

Fax: 

Attention The Manager, Loans Agency

EMILY GILL  
CLIFFORD CHANCE  
020 7006 3420  
ROOM 27S 12