

# MG01

## Particulars of a mortgage or charge

105609/20



iris  
LASERFORM

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



PC5 11/03/2010 911  
COMPANIES HOUSE

1

### Company details

Company number 5 1 2 2 4 2 9

Company name in full Applied Language Solutions Limited (the "Chargor")

6

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 d0 d2 m0 m3 y2 y0 y1 y0

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

Composite guarantee and debenture (the "Debenture")

4

### Amount secured

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

Amount secured

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any present or future member of the Group to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture)

All capitalised terms, except those defined elsewhere in this form MG01, are defined at the end of section 6 (Short particulars of all the property mortgaged or charged) of this form MG01

#### Continuation page

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

# 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Maven Capital Partners UK LLP, in its capacity as security trustee for	
Address	the Secured Parties (the "Security Trustee")	
	St James's House, 7 Charlotte Street, Manchester	
Postcode	M 1 4 D Z	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. Nature of security</b></p> <p>All Security and dispositions created or made by or pursuant to the Debenture are created or made</p> <ul style="list-style-type: none"><li>(a) in favour of the Security Trustee,</li><li>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</li><li>(c) as continuing security for payment of the Secured Obligations</li></ul> <p><b>2. Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <p><b>3. Fixed charges</b></p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest</p> <ul style="list-style-type: none"><li>(a) by way of first legal mortgage<ul style="list-style-type: none"><li>(i) the Real Property (if any) specified in part 1 of schedule 3 (<i>Details of Security Assets</i>) of the Debenture, and</li></ul></li></ul> <p style="text-align: right;"><i>(See continuation sheets 1-4)</i></p>	

# MG01

## Particulars of a mortgage or charge

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 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 *MA-Liper UKLV*

10 March 2010

X

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

# MG01

## 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 Sara Levy

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 D L

Country

DX DX: 14304 MANCHESTER

Telephone 0161 235 4196

### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

# MG01 - continuation page

## 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

- (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by clause 5 1(a)(i) of the Debenture),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 5 1 (a) of the Debenture),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clauses 5 1(a) or 5 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Debenture), and
  - (ii) the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge
  - (i) the Charged Securities referred to in part 2 of schedule 3 (*Details of Security Assets*) of the Debenture, and
  - (ii) all other Charged Securities (not charged by clause 5 1(e)(i) of the Debenture),  
in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge all accounts of such Chargor with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts, in each case together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge all Intellectual Property,
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (*Security assignments*) of the Debenture, by way of first fixed charge such Assigned Asset,
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and
  - (ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

Continuation Sheet 1 of 4

# MG01 - continuation page

## 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

#### 4. Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) each of the following

(i) each present and future Key-man Policy,

(ii) all other Insurances (not assigned by clause 5.2(a)(i) of the Debenture), and all claims under the Insurances and all proceeds of the Insurances, and

(b) all other Receivables (not assigned under clauses 5 2(a) of the Debenture)

To the extent that any Assigned Asset described in clause 5 2(a) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances

#### 5. Floating charge

The Chargor charged and agreed to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (*Fixed charges*) of the Debenture, clause 5 2 (*Security assignments*) of the Debenture or any other provision of the Debenture, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

#### 6. Negative pledge and Disposals

The Chargor undertook not to do or agree to do any of the following without prior written consent of the Security Trustee

(a) create or permit to subsist any Security on any Security Asset other than as created by a Permitted Encumbrance, or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset except for a Permitted Disposal

#### 7. Definitions

"Agent" means Maven Capital Partners UK LLP in its capacity as agent under the Facility Agreement,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5 2 (*Security assignments*) of the Debenture,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notorisation or registration,

"Borrower" means Pentagon Chemicals (Holdings) Limited,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

Continuation sheet 2 of 4

# MG01 - continuation page

## 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

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 3 (*Details of Security Assets*) of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver,

**"Facility Agreement"** means the mezzanine facility agreement dated 4 December 2009 and made between (1) the Borrower, (2) the Agent and (3) the Lender pursuant to which the Lender agreed to make a mezzanine facility available to the Borrower,

**"Finance Documents"** means each of the Facility Agreement, the Security Documents, the Notice of Drawdown, the Intercréditor Agreement, the Warrant Instrument (as each of those terms is defined in the Facility Agreement) and any documents supplemental to any of the foregoing (including, without limitation, any documents pursuant to which any Group Company becomes subject to the provisions of any such document),

**"Finance Parties"** means the Agent, the Lender and the Security Trustee, each a "**Finance Party**",

**"Group"** means at any time the Borrower and its subsidiaries (each a "**Group Company**"),

**"Insurance"** means all policies of insurance (and cover notes) which are at any time held by, or written in favour of, the Chargor or in which the Chargor from time to time has an interest (including, without limitation, all present and future Key-man Policies),

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in schedule 3 to the Debenture,

**"Key-man Policy"** means the life assurance and critical illness insurance policies specified as such in the Facility Agreement,

**"Lender"** means Capital for Enterprise Fund A L P ,

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

**"Permitted Encumbrance"** has the meaning given to that term in the Facility Agreement,

Continuation sheet 3 of 4

# MG01 - continuation page

## 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

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales in part 1 of schedule 3 (*Details of Security Assets*) of the Debenture), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

**"Receiver"** means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under the Debenture,

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security 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 Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Secured Parties"** means each Finance Party and any Receiver or Delegate and each a **"Secured Party"**,

**"Security"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security, and

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture

Continuation sheet 4 of 4





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

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

**COMPANY NO. 5122429  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 2 MARCH 2010 AND CREATED BY  
APPLIED LANGUAGE SOLUTIONS LTD FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH PRESENT OR  
FUTURE MEMBER OF THE GROUP TO MAVEN CAPITAL  
PARTNERS UK LLP, IN ITS CAPACITY AS SECURITY TRUSTEE  
FOR THE SECURED PARTIES AND/OR THE OTHER 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 11 MARCH 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2010**



*Companies House*  
— for the record —



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