

MG01

Particulars of a mortgage or charge



167375/26

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**
You cannot use this form to register
particulars of a charge of a
company. To do this, please use
form MG01s

FRIDAY



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22/06/2012

#164

COMPANIES HOUSE

1 Company details

Company number 0 5 9 2 9 3 4 0

Company name in full 2e2 Holdings Limited (the "Chargor")

3

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 1 5 20 06 20 12

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 15 June 2012 (the "Debenture") between the Chargor and
Hutton Collins GP III Limited (the "Security Trustee"), as agent and
trustee for itself and for each of the other Secured Parties

4 Amount secured

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

Amount secured

The Chargor, as principal debtor and not merely as
surety, covenants with the Security Trustee for
itself and on behalf of the other Secured Parties
that it will pay or discharge the Secured
Liabilities on the due date therefor in the manner
provided in the relevant Finance Document

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Hutton Collins GP III Limited (as Security Trustee)

Address 50 Lothian Road

Edinburgh

Postcode E H 3 9 W J

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars Please see continuation pages

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X *Mohamed S. Schuster* 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 Robert Norman

Company name Dickson Minto W S

Address Leve 13, Broadgate Tower

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 E W

Country

DX DX DXExch

Telephone 020 7628 4455



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

Company Name 2e2 Holdings Limited
Company No 05929340

1. MORTGAGES AND CHARGES

The Chargor charged with full title guarantee with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities

- (a) by way of first legal mortgage all estates or interests owned by it in the Legally Mortgaged Property,
- (b) by way of first fixed charge all its estates and interests in any freehold or leasehold property now or at any time hereafter belonging to it (other than the Legally Mortgaged Property) together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
- (c) by way of first fixed charge all its plant, machinery, vehicles and other equipment now or at any time hereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,
- (d) by way of first fixed charge the Shares owned by it,
- (e) by way of first fixed charge all its Investment Interests,
- (f) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information now or at any time belonging to it including, for the avoidance of any doubt, the Specified Intellectual Property Rights,
- (g) by way of first fixed charge its goodwill and uncalled capital both present and future,
- (h) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,
- (i) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Security Trustee or any other Secured Party or with other banks, lenders, financial institutions or similar third parties and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Security Trustee under the Debenture,
- (j) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Debenture,

Company Name 2e2 Holdings Limited
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Continuation Sheet (2)

- (k) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Security Trustee under the Debenture

2 ASSIGNMENTS

- (a) The Chargor assigned with full title guarantee absolutely to the Security Trustee (as agent and trustee for the Secured Parties) as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to the Insurance Policies and any loans
- (b) To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by the Chargor under the Insurance Policies or loans (as the case may be) as security for the Secured Liabilities

Company Name 2e2 Holdings Limited
Company No 05929340

Note (1). In this Form MG01, except to the extent the context requires otherwise

"2e2 Receivables" means 2e2 Receivables Limited a company incorporated in England and Wales with limited liability (Reg No 8104142) having its registered office at The Mansion House, Benham Valence Speen, Newbury, Berkshire RG20 8LU

"Enforcement Event" means the failure, by the Chargor, to implement any of its obligations to the Put Holder in accordance with the terms of the Put Option

"Finance Documents" means the Put Option, the Debenture and any other document designated as a "Finance Document" by the Security Trustee (acting on the instructions of the Secured Parties) and the Chargor

"Floating Charge Property" means the property, assets or income of the Chargor comprised within the floating charge created by Clause 4 1(k) of the Debenture

"Insurance Policies" means the insurance policies in which the Chargor may have an interest

"Investment Interests" means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or held for or on behalf of the Chargor in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto

"Legally Mortgaged Property" means the freehold, leasehold and other immovable property described in Schedule 3 (The Legally Mortgaged Property) of the Debenture together with the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor

"Put Holder" means 2e2 Receivables or any person or persons to whom 2e2 Receivables may have transferred its rights and obligations under the Put Option

"Put Option" means a put option dated on or about the date of the Debenture entitling the Put Holder to put any purchased receivables to the Chargor at a price equal to the amount paid for such receivable by the Put Holder (as amended from time to time)

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor to the Security Trustee and the other Secured Parties (or any of them) under the Finance Documents together with

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities,
- (b) any further advances and additional facilities which may be made by any Secured Party to the Chargor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith,
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents,

Company Name 2e2 Holdings Limited
Company No 05929340

- (d) any claim against the Chargor flowing from the recovery by the Chargor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
- (f) all costs, charges and expenses incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against the Chargor

"Secured Parties" means the Put Holder and the Security Trustee

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares" means the shares listed in Schedule 2 (The Shares) of the Debenture together with all rights, including dividends and other distributions, arising in relation thereto in any manner whatsoever

"Specified Intellectual Property Rights" means any and all intellectual property rights owned by the Chargor as at the date of the Debenture and detailed in Schedule 4 of the Debenture and any and all intellectual property rights owned by the Chargor in future

Company Name 2e2 Holdings Limited
Company No 05929340

Continuation Sheet (5)

Note (2): The information set out in Schedule 2 of the Debenture is as follows

THE SHARES

Name	Class of Shares	Denomination of Shares	Number of Shares
2e2 Investments Limited	Ordinary Shares	£1	106,153,780

Company Name 2e2 Holdings Limited
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Continuation Sheet (6)

Note (3) The information set out in Schedule 3 of the Debenture is as follows

THE LEGALLY MORTGAGED PROPERTY

None at the date of the Debenture

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Company No 05929340

Note (4) The information set out in Schedule 4 of the Debenture is as follows

THE SPECIFIED INTELLECTUAL PROPERTY RIGHTS

None at the date of the Debenture

Note (5) The Debenture provides that

1. NEGATIVE PLEDGE

Under the Debenture the Chargor covenants that (without the prior consent of the Security Trustee) it shall not

- (a) create (or permit to subsist) any Security over all or any part of its present or future revenues or assets other than Security arising by operation of law, or
- (b) sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets

2. CONVERSION OF FLOATING CHARGE

2.1. Conversion by notice

If, at any time, an Enforcement Event occurs or the Security Trustee reasonably believes that any assets of the Chargor are in danger of being seized or sold under any form of distress, execution or similar process or that it is desirable to protect the priority of the security then, without prejudice to the provisions of Clause 13 2 (Automatic Conversion) of the Debenture, the Security Trustee may, by notice in writing to the Chargor, convert the floating charge created by the Debenture into a fixed charge in relation to the assets specified in such notice

2.2. Automatic Conversion

If the Chargor charges, pledges or otherwise encumbers (whether by way of fixed or floating charge) any of the Floating Charge Property or attempts to do so without the prior written consent of the Security Trustee, if any creditor or other person levies any distress, execution or other process against all or any of the Floating Charge Property, if a resolution is passed or an order is made for the winding up, dissolution, administration or re-organisation of the Chargor, if an administrator is appointed to the Chargor or if any person entitled to do so gives notices of its intention to appoint an administrator of the Chargor or files such a notice with the court then, in the absence of any notice or other action by the Security Trustee pursuant to Clause 13 1 (Conversion by notice) of the Debenture, the floating charge hereby created shall automatically operate as a fixed charge upon such affected property, assets or income forthwith upon the occurrence of such event

2 3. Scotland

The terms of Clause 13 1 (Conversion by notice) and 13 2 (Automatic Conversion) of the Debenture shall not apply in respect of any property or assets situated in Scotland or governed by Scots law if and to the extent that any such conversion is ineffective under Scots law or would result in any Receiver being unable to exercise any powers under Section 72 of the Insolvency Act 1986