

020232/13

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 on a
company. To do this, please use
form MG01s

TUESDAY



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L231SK6D

26/02/2013

#45

1	Company details	For official use
Company number	0 5 9 8 2 8 7 3	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Inhoco 3363 Limited (the "Chargor")	
2	Date of creation of charge	
Date of creation	d 2 1 m 0 2 y 2 0 y 1 3	
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	The deed of charge dated 21 February 2013 made between the Chargor and Lloyds TSB Bank Plc (the "Security Trustee") (the "Deed of Charge")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	Please refer to attached Continuation Sheets headed "Amount Secured"	Continuation page Please use a continuation page if you need to enter more details

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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

Lloyds TSB Bank Plc

Address

10 Gresham Street

London

Postcode

E C 2 V 7 A E

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 refer to attached Continuation Sheets headed "Short particulars of all the property mortgaged or charged "

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Particulars of a mortgage or charge

<div data-bbox="59 280 113 324">7</div> <div data-bbox="59 672 304 739">Commission allowance or discount</div>	<div data-bbox="304 280 1150 324">Particulars as to commission, allowance or discount (if any)</div> <div data-bbox="304 324 1150 660"> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> </div> <div data-bbox="304 660 1150 1187">N/A</div>
<div data-bbox="59 1187 113 1232">8</div>	<div data-bbox="304 1187 1150 1232">Delivery of instrument</div> <div data-bbox="304 1232 1150 1736"> <p>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)</p> <p>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)</p> </div>
<div data-bbox="59 1736 113 1780">9</div> <div data-bbox="59 1848 304 1892">Signature</div>	<div data-bbox="304 1736 1150 1780">Signature</div> <div data-bbox="304 1780 1150 1993"> <p>Please sign the form here</p> <p>Signature</p> <p><i>X Milbank Tweed Hadley & McCloy LLP X</i></p> </div> <div data-bbox="304 1993 1150 2080"> <p>This form must be signed by a person with an interest in the registration of the charge</p> </div>

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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 Michelle Gilmore

Company name Milbank Tweed Hadley & McCloy LLP

Address 10 Gresham Street

Post town London

County/Region

Postcode E C 2 V 7 J D

Country United Kingdom

DX

Telephone 020 7615 3071



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

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

4
10
All of the present and future obligations and all other liabilities of any nature, of the Chargor under the Deed of Charge and all obligations owed by the Chargor, the Company and each, Obligor to the Security Trustee or the Secured Parties (or any of them) due, owing, or incurred under or in connection with the Call Option or, the Finance Documents, whether present or future, actual or contingent (and whether incurred by such Obligor alone or jointly, and whether as principal or surety or in some other capacity) including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder)

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	<p align="center">Short particulars of all the property mortgaged or charged</p> <p align="center">Part 1 Definitions</p> <p>In this form MG01, so far as the context admits, the following definitions have the following meanings -</p> <p>1 DEFINITIONS</p> <p>“Accruing Property” means all stocks, shares or other securities, rights, benefits, proceeds and other property accruing, offered or issued in respect of the Secured Assets or any Share (or any Accruing Property) at any time, whether by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise</p> <p>“Call Option” means the call option over the shares in Enterprise plc and the call option over the Assigned Loan Participations (as defined in the Umbrella Agreement)</p> <p>“Cash Equivalent Investments” has the meaning given to such term in the Umbrella Agreement</p> <p>“Company” means Inhoco 3366 Limited, a company incorporated under the laws of England and Wales whose registered number is 06023645</p> <p>“Charged Property” means the assets of the Chargor from time to time the subject of the Security thereby constituted (including, in each case, all Related Rights relating thereto)</p> <p>“Finance Documents” has the meaning given to such term in the Umbrella Agreement</p> <p>“Group” has the meaning given to such term in the Umbrella Agreement</p> <p>“Obligor” has the meaning given to such term in the Umbrella Agreement</p> <p>“Related Rights” means, in relation to any asset</p> <p>(a) the proceeds of sale of that asset or any part thereof,</p>	

- (b) all present and future rights under any agreement for the sale or the lending of that asset,
- (c) all present and future rights, benefits, claims, contracts, warranties, remedies, security, indemnities and covenants for title in respect of that asset, and
- (d) all present and future interest and other moneys and proceeds attributable to that asset or its use

“Relevant Agreement” means the intragroup loan receivables between the Chargor and the Company

“Secured Assets” means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or owing from the Company or any member of the Group to the Chargor from time to time

“Secured Obligations” means all of the present and future obligations and all other liabilities of any nature, of the Chargor under the Deed of Charge and all obligations owed by the Chargor, the Company and each, Obligor to the Security Trustee or the Secured Parties (or any of them) due, owing, or incurred under or in connection with the Call Option or, the Finance Documents, whether present or future, actual or contingent (and whether incurred by such Obligor alone or jointly, and whether as principal or surety or in some other capacity) including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder)

“Shares” means the ordinary shares in the Company described in Schedule 1 (*Description of the Initial Shares*) and any other shares in the Company that the Chargor may acquire in the future

“Transaction Documents” has the meaning given to such term in the Umbrella Agreement

“Umbrella Agreement” means an agreement dated 21 December 2012 (as amended from time to time) between among others, the Company, Enterprise Group Holdings Limited, Inhoco 3366 Limited, Inhoco 3363 Limited, Alan Peterson, Ian Fraser, the 31 Entities (as defined in the Deed of Charge) and the Ad Hoc Committee (as defined in the Deed of Charge)

Part 2

Short Particulars of all property mortgaged or charged

1 Pursuant to Clause 2 1 (*Fixed Security*) of the Deed of Charge, the Chargor

(a) assigns to the Security Trustee all its right, title and interest in and to the Relevant Agreement and each Secured Asset together with in each case, all Related Rights relating thereto, with, in each case, full title guarantee and to secure the payment and discharge of the Secured Obligations

(b) charges (to the extent not effectively assigned pursuant to paragraph (a) above) to the Security Trustee by way of first equitable charge, all its right, title and interest in and to the Shares and Secured Assets and in each case, all Accruing Property and Related Rights directly or indirectly attributable thereto together with, in each case, all dividends, interest, redemption proceeds and other moneys payable in respect thereof, in each case, with full title guarantee and to secure the payment and discharge of the Secured Obligations

2 Pursuant to Clause 2 2 (*Floating Charge*) of the Deed of Charge, the Chargor

thereby charges to the Security Trustee (as trustee for the Finance Parties) by way of first floating charge the whole of its undertaking and assets, present and future (other than assets effectively charged or assigned pursuant to Clause 2 1 (*Fixed Security*) of the Deed of Charge each case with full title guarantee and to secure the payment and discharge of the Secured Obligations

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge thereby created to the intent that such floating charge is a qualifying floating charge for the purposes of sub-paragraph (1) of such paragraph

3 Pursuant to Clause 3 1 (*Crystallisation of Floating Charge*) of the Deed of Charge

The Security Trustee may at any time by notice in writing to the Chargor convert the floating charge created pursuant to Clause 2 1(b) (*Fixed Security*) of the Deed of Charge with immediate effect into a fixed charge as regards any property or assets specified in the notice if

(a) the security thereby constituted has become enforceable as herein provided,

(b) the Security Trustee considers that any of the Charged Property the subject of that floating charge may be in immediate jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

(c) the Security Trustee considers that it is desirable in order to protect the priority of the security afforded by that floating charge

Notwithstanding Clause 3 1 (*By Notice*) of the Deed of Charge and without prejudice to any rule of law which may have a similar effect, the floating charge created by the Chargor pursuant to Clause 2 1(b) (*Fixed Security*) of the Deed of Charge shall automatically be converted with immediate effect (and without notice) into a fixed charge as regards all the assets the subject

thereof if

- (a) the Chargor creates or takes steps to create any security over any of the Charged Property the subject thereof otherwise than pursuant to the Deed of Charge,
- (b) any person levies or takes any step to effect any distress, execution, expropriation, attachment or sequestration or other similar process against any of the Charged Property the subject thereof,
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor, or
- (d) an administrator is appointed in respect of the Chargor or a person entitled to appoint an administrator in respect of the Chargor gives notice of its intention to do so or files a notice of appointment with the court

Part 3

Covenants and Restrictions

1 Pursuant to Clause 9 2 (*Negative Pledge and Dispositions*) of the Deed of Charge, the Chargor

agrees that it will not, without the Security Trustee's prior written consent or save as contemplated by the Umbrella Agreement

(a) take any action (or vote in favour of the taking of any action) whereby the rights attaching to any Share or any Accruing Property are altered or diluted,

(b) create or permit to subsist any Security over all or any part of the Charged Property other than the Security which arises by virtue of the Deed of Charge, or

(c) sell, assign, transfer, lease, hire out, grant, lend or otherwise dispose of all or any part of the Charged Property or the equity of redemption therein or permit any person to do any such thing,

nor agree or purport to do any such thing

2 Pursuant to Clause 9 3 (*Holding Company*) of the Deed of Charge, the Chargor

shall not (and thereby represents that as at the date of the Deed of Charge it has not undertaken any steps to) trade, carry on business, own any assets or incur liabilities except for

(a) the provision of administrative services (excluding treasury services) to members of the Group of a type customarily provided by a holding company to its Subsidiaries,

(b) ownership of shares in the Company, intra-Group debt balances intra-Group credit balances and other credit balances in bank accounts, cash and Cash Equivalent Investments but only if those shares, credit balances, cash and Cash Equivalent Investments are subject to the Security which arises by virtue of the Deed of Charge, and

(c) any liabilities under the Transaction Documents to which it is a party and professional fees and administration costs in the ordinary course of business as a holding company

3 Pursuant to Clause 9 4 (*COMI*) of the Deed of Charge

For the purposes of The Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings (the "Regulation"), the Chargor pursuant to the Deed of Charge will maintain its centre of main interest (as that term is used in Article 3(1) of the Regulation) in England and Wales and will not have any "establishment" (as that term is used in Article 2(h)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5982873
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 21
FEBRUARY 2013 AND CREATED BY INHOCO 3363 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CHARGOR, THE COMPANY AND EACH OBLIGOR TO THE
SECURITY TRUSTEE OR THE SECURED PARTIES 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 26 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 FEBRUARY
2013

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Companies House



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