

MG01

Particulars of a mortgage or charge

001466 / 13



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
particulars of a charge for
company. To do this, please
form MG01s

FRIDAY
THURSDAY



L1B20W4H
LD5 14/06/2012 #21
COMPANIES HOUSE
LD2 08/06/2012 #45
COMPANIES HOUSE

1	Company details	For official use
Company number	0 6 3 2 4 2 7 8	→ 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	Perform Group PLC	

2	Date of creation of charge
Date of creation	d0 d1 m0 m6 y2 y0 y1 y2

3	Description
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Debenture dated 1 June 2012 (the "Deed") between, inter alios, Perform Group PLC (the "Chargor") and The Governor and Company of the Bank of Ireland as security trustee for the Secured Parties (as defined below) (the "Security Agent")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor under the Deed which are, or are expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) and/or to any Secured Party under each Finance Document or otherwise, except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the security in respect thereof, to be unlawful or prohibited by any applicable law, together with all costs, charges and expenses incurred by the Security Agent and/or any Secured Party in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any of them (the "Secured Liabilities") All capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the Schedule to this form MG01	

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

Continuation page

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

Name The Governor and Company of the Bank of Ireland as Security Agent

Address Bow Bells House, 1 Bread Street, London

Postcode E C 4 M 9 B 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

1 CREATION OF SECURITY**1 1 General**

All the security created under the Deed.

1 1 1 was created in favour of the Security Agent,

1 1 2 was created over present and future assets of the Chargor,

1 1 3 is security for the payment and satisfaction of all the Secured Liabilities,

1 1 4 was created by the Chargor to the extent of its interest whether joint or several, legal or beneficial, and

1 1 5 was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994


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 <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, 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 N/A
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 <div style="text-align: center;">X Olwang UP X</div> 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	Sam Morris
Company name	Olswang LLP
Address 90 High Holborn	
Post town London	
County/Region	
Postcode	W C 1 V 6 X X
Country	
DX	
Telephone	020 7067 3000


 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
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register
<input checked="" type="checkbox"/> You have included the original deed with this form
<input checked="" type="checkbox"/> You have entered the date the charge was created
<input checked="" type="checkbox"/> You have supplied the description of the instrument
<input checked="" type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee
<input checked="" type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge
<input checked="" type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged
<input checked="" type="checkbox"/> You have signed the form
<input checked="" type="checkbox"/> 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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at 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	<p>2. FIXED SECURITY</p> <p>2 1 Land</p> <p>2 1 1 The Chargor charged</p> <p>2 1 1 2 by way of first legal mortgage all estates or interest in any freehold or leasehold property owned by it, including without limitation, the real property (if any) specified in Part I (Real Property) of Schedule 2 of the Deed (Security Assets), and</p> <p>2.1 1 3 (to the extent that they are not subject to a mortgage under clause 5 1 1.1 of the Deed (clause 2 1 1 4 of this Form MG01)) by way of first fixed charge, all estates or interest in any freehold or leasehold property at the date of the Deed or subsequently owned by it</p> <p>2 1 2 A reference in the Deed to a mortgage or charge of any freehold or leasehold property includes</p> <p>2 1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and</p> <p>2 1 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants</p> <p>2.2 Investments</p> <p>The Chargor charged by way of first fixed charge its interest in the Investments and Related Investment Rights</p> <p>2.3 Plant and machinery</p> <p>The Chargor charged by way of first fixed charge all plant, machinery, vehicles, computers and office and other equipment including, without limitation, those listed in Part III (Plant, machinery and vehicles etc) of Schedule 2 (Security Assets) of the Deed and all other moveable assets of any kind and in any place and the benefit of all contracts and warranties relating to the same</p> <p>2 4 Credit balances</p> <p>The Chargor charged by way of first fixed charge all its rights, title and interest in and to cash at bank (including, without limitation, any amounts standing to the credit of the Collections Account) and (if different) any amount from time to time standing to the credit of any account (including, without limitation, any account contemplated by the Facilities Agreement and this Deed) it has with the Secured Parties or with any other bank, financial institution or person and the debt</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>represented by it.</p> <p>2.5 Receivables</p> <p>The Chargor charged by way of first fixed charge all of its right, title and interest in the Receivables</p> <p>2.6 Intellectual Property Rights</p> <p>The Chargor charged by way of first fixed charge, the Intellectual Property Rights for the time being and from time to time owned by it including, without limitation, the Intellectual Property Rights specified in Part V of Schedule 2 of the Deed in each case, only to the extent that security can validly be granted over the Intellectual Property Rights without the consent of a third party and without causing any breach under the terms of any license or other agreement granting the rights to any Intellectual Property Rights</p> <p>2.7 Insurances</p> <p>The Chargor has charged by way of first fixed charge (to the extent not effectively assigned under Clause 6.1 of the Deed (Insurances – assignment) (clause 3.1 of this Form MG01)), the Insurances and all proceeds of the Insurances</p> <p>2.8 Agreements</p> <p>The Chargor charged by way of first fixed charge all its rights at the date of the Deed or subsequently in respect of the Relevant Contracts and any other agreement to which it is, or becomes, a party ("Specified Contracts") to the extent that</p> <p style="padding-left: 40px;">2.8.1 security can validly be granted over the Specified Contracts without the consent of the other party to the relevant Specified Contract and without causing any breach under the terms of the relevant Specified Contract, and</p> <p style="padding-left: 40px;">2.8.2 the Specified Contracts are not subject to an effective fixed charge created under any other term of clause 5 of the Deed (clause 2 of this Form MG01) or to an effective assignment under clause 6.2 of the Deed (Agreements – assignment) (clause 3.2 of this Form MG01).</p> <p>2.9 Pension funds</p> <p>The Chargor charged by way of first fixed charge any benefit, interest, claim or entitlement it has in any pension fund</p> <p>2.10 Goodwill and uncalled capital</p>	

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>The Chargor charged by way of first fixed charge its goodwill and all its uncalled capital</p> <p>2.11 Authorisations</p> <p>The Chargor has charged by way of first fixed charge</p> <p>in 2 11.1 the benefit of all present and future Authorisations (statutory or otherwise) held in connection with its use of any Security Asset; and</p> <p> 2 11.2 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in clause 5.11 1 of the Deed (clause 2 11.1 of this Form MG01)</p> <p>2 12 Separate charges</p> <p>Each of the charges referred to in clauses 5 1 (Land) to 5.11 (Authorisations) (inclusive) of the Deed (clauses 2 1 to 2 11 of this Form MG01) shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in each such clause, so that each item mentioned in each clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property Rights shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)</p> <p>2 13 Existing charges</p> <p>The charges created pursuant to clause 5 of the Deed (clause 2 of this Form MG01) shall be first charges and in accordance with the Intercreditor Agreement shall rank ahead of the Existing Charges</p> <p>3. ASSIGNMENTS</p> <p>3 1 Insurances - assignment</p> <p>The Chargor assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Insurances and all proceeds of the Insurances</p> <p>3 2 Agreements – assignment</p> <p>The Chargor assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of the Relevant Contracts to the extent such rights are capable of being validly assigned without the consent of the other party to the Relevant Contract and without causing any breach under the terms of the Relevant Contract.</p>	

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>3 3 Agreement – license</p> <p>The Security Agent has granted to the Chargor an exclusive license of all rights assigned to the Security Agent under clause 6 2 of the Deed (clause 3 2 of this Form MG01) for a period commencing on the date of the Deed and ending on the earlier of any reversion pursuant to clause 32 of the Deed (Release) or the occurrence of an Event of Default which is continuing, to the extent necessary to enable the Chargor to continue to exploit the Relevant Contracts for the purpose of and in the ordinary course of their businesses</p> <p>4. FLOATING CHARGE</p> <p>4 1 Creation of Floating Charge</p> <p>4 1 1 The Chargor has charged by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, including, without limitation, the Receivables, but excluding any property or assets otherwise effectively mortgaged or charged by way of mortgage or fixed charge respectively to the Security Agent under the Deed or any other Finance Document</p> <p>4 1 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 7 of the Deed (clause 4 of this Form MG01) which floating charge is accordingly a qualifying floating charge for such purposes.</p> <p>4 2 Crystallisation by notice</p> <p>4 2 1 Except as provided in clause 7 2 2 of the Deed (clause 4 2.2 of this Form MG01), the Security Agent may by notice to the Chargor convert the floating charge created by this clause over all or any part of the Floating Charge Assets into a fixed charge as regards any assets specified in that notice, if</p> <p>4 2 1 1 an Event of Default is continuing, or</p> <p>4 2 1 2 the Security Agent considers those assets to be in jeopardy, whether in danger of being seized or sold under any form of distress, execution or other similar process or otherwise</p> <p>4 2 2 The floating charge created by clause 7 1 1 of the Deed (clause 4 1 1 of this Form MG01) may not be converted into a fixed charge solely by reason of</p> <p>4 2 2 1 the obtaining of a moratorium, or</p> <p>4.2 2 2 anything done with a view to obtaining a moratorium; or</p> <p>4 2 2 3 under the Insolvency Act 2000</p>

MG01 - continuation page

Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">6</div>	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4.3 Automatic crystallisation</p> <p>4.3 1 Notwithstanding anything expressed or implied in the Deed, the floating charge created by the Deed shall automatically and without notice convert into a fixed charge over the Floating Charge Assets if</p> <p style="padding-left: 40px;">4.3.1.1 steps are taken to appoint an administrator or to issue a notice of intention to appoint an administrator, or</p> <p style="padding-left: 40px;">4.3 1 2 the Chargor creates or attempts to create any security other than a Permitted Security over all or any of the Floating Charge Assets without the prior written consent of the Security Agent, or</p> <p style="padding-left: 40px;">4 3 1.3 any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets</p> <p>4 4 Security</p> <p>Except as expressly permitted by the Facilities Agreement the Chargor shall not create or attempt to create or permit to subsist in favour of any person, other than the Security Agent, any security on any Security Asset (except for the Security in favour of the Security Agent and any Permitted Security)</p> <p>4 5 Disposals</p> <p>Except as expressly permitted by the Facilities Agreement the Chargor shall not sell, transfer, assign, licence, lease or otherwise dispose of or agree to sell, transfer, assign, licence, lease or otherwise dispose of any Security Asset or any part of an interest in any Security Asset or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to clause 13 of the Deed (Receivables) and except in relation to Intellectual Property Rights to the extent permitted pursuant to clause 14 of the Deed (Intellectual Property Rights) and for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Deed and not expressed in the Deed to be subject to a fixed charge under clauses 5 1 (Land) to 5.11 (Authorisations) of the Deed (clauses 2.1 to 2 11 of this Form MG01).</p> <p>SCHEDULE OF DEFINITIONS</p> <p>"Authorisation" means an authorisation, permission, consent, approval, resolution, licence, exemption, filing, notarisation or registration held in connection with its business or assets,</p> <p>"Collections Account" means the designated account or accounts with the Security Agent or such other bank as the Security Agent may from time to time direct (together with all additions to or renewals or replacements of such accounts (in whatever currency)) into which the Receivables are</p>	

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>paid pursuant to Clause 13 (Receivables) of the Deed,</p> <p>"Event of Default" shall have the meaning given to that term in clause 24 of the Facilities Agreement,</p> <p>"Existing Charges" means the security brief particulars of which are set out in Part VI (Existing Charges) of Schedule 2 (Security Assets) of the Deed but only to the extent specified in Part VI (Existing Charges) of Schedule 2 (Security Assets) of the Deed,</p> <p>"Facilities Agreement" means the facilities agreement dated 15 May 2012 Deed between, inter alios, the Chargor and the Security Agent,</p> <p>"Finance Document" shall have the meaning given to that term in the Facilities Agreement;</p> <p>"Finance Party" has the meaning given to that term in the Facilities Agreement,</p> <p>"Floating Charge Asset" means those assets of a Chargor from time to time subject to a floating charge pursuant to the Deed;</p> <p>"Insurances" means in respect of the Chargor, all contracts and policies of insurance taken out by it or on its behalf or in which it otherwise has an interest (but excluding any third party liability or public liability insurance) including, without limitation, any director's or officer's insurance,</p> <p>"Intellectual Property Rights" means in respect of the Chargor, all patents (including, without limitation, applications (and any goodwill associated with such applications), improvements, prolongations, extensions and rights to apply for them in any part of the world), designs (whether registered or unregistered), copyrights and rights in the nature of copyright, design rights, trade marks and service marks (whether registered or unregistered), utility models (in each case for their full period and all extensions and renewals of them), trade names, business names, domain names and brand names, know-how, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including, without limitation, the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,</p> <p>"Intercreditor Agreement" means the intercreditor agreement between, inter alios, the Security Agent and Lombard Technology Services Limited to be entered into on or around the date of the Deed,</p> <p>"Investments" means</p> <p>(a) the shares owned by the Chargor including those specified in Part II of Schedule 2 (Security Assets) of the Deed, and</p> <p>(b) in respect of the Chargor, all other shares, stocks, debentures, bonds or other securities,</p>	

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>investments or interests of any kind whatsoever (whether marketable or otherwise and including, without limitation, warrants or options to acquire or subscribe to any of the same) in any person and all Related Investment Rights owned by it or held by any nominee on its behalf or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system or custodian on behalf of the Chargor or whether the same have been delivered to or to the order of the Security Agent or its nominee and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Chargor,</p> <p>"Permitted Security" means</p> <p>(a) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the Chargor),</p> <p>(b) any lien arising in the ordinary course of business by operation of law and not as a result of any default or omission by the Chargor,</p> <p>(c) any rights by way of reservation or retention of title which are required by the supplier of any property to the Chargor in the normal course of such supplier's business and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor, and</p> <p>(d) the Existing Charges,</p> <p>"Receivables" means</p> <p>(a) all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever),</p> <p>(b) the benefit of all rights and remedies relating to any of the items in paragraph (a) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and</p> <p>(c) all proceeds of any of the items listed in paragraph (a) above or rights and remedies in paragraph (b) above,</p> <p>"Related Investment Rights" means any dividend or interest paid or payable in relation to any investment and all allotments, rights, warrants, benefits and advantages (including, without limitation, all voting rights) whatsoever at any time accruing, offered or arising in respect of or</p>	

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>incidental to the Investments and all money or property accruing or offered at any time by way of conversion, redemption, bonus, exchange, preference, option, dividend, distribution, interest or otherwise in respect of the Investments,</p> <p>"Relevant Contracts" means the documents specified in Part IV (Relevant Contracts) of Schedule 2 (Security Assets) of the Deed and any other agreement which is or becomes a Material Contract (as defined in the Facilities Agreement);</p> <p>"Secured Parties" means each Finance Party from time to time party to the Deed, any Receiver or any Delegate (as such terms are defined in the Facilities Agreement),</p> <p>"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 and includes a security interest as defined in the Personal Property Securities Act 2009, and</p> <p>"Security Asset" means all the assets of the Chargor which are the subject of any security created or constituted by this Deed.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6324278
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 JUNE 2012
AND CREATED BY PERFORM GROUP PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO
THE GOVERNOR & COMPANY OF THE BANK OF IRELAND AS
SECURITY AGENT AND/OR TO ANY SECURED PARTY 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 14 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JUNE 2012

f

