

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

WEDNESDAY



A18L2776

A17

09/05/2012

#23

COMPANIES HOUSE

1

Company details

Company number

6 3 9 4 9 1 9

Company name in full

Sycamore Bidco Limited (**Company**)

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 9 0 4 2 0 1 2

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

A debenture between the Company and the Security Trustee (as defined in section 5 below)
(**Debenture**)

4

Amount secured

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

Amount secured

4
10
All monies and liabilities on or after the date of the Debenture due,
owing or incurred by the Company to the Secured Parties (or any of
them), under the Finance Documents (or any of them) in any manner
and in any currency or currencies and whether present or future,
actual or contingent, whether incurred solely or jointly with any other
person and whether as principal or surety, together with all interest
accruing on such monies and liabilities and all costs, charges and
expenses incurred by any Secured Party under any Finance
Document (**Secured Obligations**)

Cont/d

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 DCG Nominees Limited (**Security Trustee**)

Address Dukes Court, 32 Duke Street, St James's

London

Postcode S W 1 Y 6 D F

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 Charging provisions

1.1 General

All Security created by the Company under clauses 3.2 (First legal mortgages) to 3.5 (Floating charge) of the Debenture (reproduced as clauses 1.2 to 1.5 in this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Secured Parties

1.2 First legal mortgages

The Company charged by way of first legal mortgage

- (a) the Properties,
- (b) all other interests and estates in freehold, leasehold or commonhold property, and, in each case, all Premises and Fixtures on such property for the time being

Cont/d

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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 Adderhau Coddard LLP 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 FIELM/329228-8

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country

DX 47 London

Telephone 020 7606 8855



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

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Amount secured

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

Amount secured

The following terms shall have the following meanings in this form MG01

Finance Documents means the Cash Collateral Agreement, the Loan Note Instrument (if constituted), Loan Notes issued pursuant to the Loan Note Instrument (if constituted) and any other document which is supplemental to the Cash Collateral Agreement, Loan Note Instrument or the Loan Notes issued pursuant to it and designated in writing as a Finance Document (as each such term is defined in the Debenture unless otherwise defined within this form MG01)

Secured Parties means the Lenders (as defined in the Debenture unless otherwise defined within this form MG01)

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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>1.3 Assignments</p> <p>(a) The Company assigned</p> <p>(i) the Relevant Agreements to which it is a party, and</p> <p>(ii) the Relevant Policies to which it is a party</p> <p>(b) The Company shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party</p> <p>1.4 First fixed charges</p> <p>The Company charged by first fixed charge</p> <p>(a) all other interests and estates in any freehold, leasehold or commonhold property,</p> <p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</p> <p>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (Chattels) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>(e) the Investments together with all Related Rights,</p> <p>(f) all book and other debts, due to the Company and their proceeds (both collected and uncollected) (Debts), and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of monies and all rights to enforce the Debts (or any of them),</p> <p>(g) all monies from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person (Account),</p> <p>(h) all its Intellectual Policy,</p> <p>(i) all its goodwill and uncalled capital,</p> <p>Cont/d</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(j) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>(k) to the extent that any legal mortgage in clause 3 2 (First legal mortgages) or any assignment in clause 3 3 (Assignments) of the Debenture (reproduced as clauses 1 2 and 1 3 in this form MG01) is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause</p> <p>1.5 Floating charge</p> <p>The Company charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage, fixed charge or assigned under clauses 3 2 (First legal mortgages), 3 3 (Assignments) or 3 4 (First fixed charges) of the Debenture (reproduced as clauses 1 2, 1 3 and 1 4 in this form MG01)</p> <p>1.6 Conversion of floating charge to a fixed charge</p> <p>The Security Trustee may, at any time by notice in writing to any Company, convert the floating charge created under clause 3 5 (Floating charge) of the Debenture into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <p>(a) an Event of Default is continuing, or</p> <p>(b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</p> <p>1.7 Automatic conversion of floating charge to a fixed charge</p> <p>If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document)</p> <p>(a) the Company creates or attempts to create any Security over any of its Floating Charge Assets,</p> <p>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</p> <p>(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company,</p> <p>Cont/d</p>	

the floating charge created by the Debenture will automatically and immediately, without

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

notice, be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Debenture (reproduced as clause 1 7(c) in this form MG01) over all of the Floating Charge Assets

2 Negative pledge

The Company agreed that it shall not create or permit to subsist any Security over any of its assets

The following terms shall have the following meanings in this form MG01

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Cash Collateral Agreement means the cash collateral agreement entered into between the Company and Dunedin Buyout Fund II L P and Equity Harvest Fund L P (together the **Lenders**) on or about the same date of the Debenture

Event of Default means any event or circumstance specified in clause 10 of the Cash Collateral Agreement

Fixtures means in respect of any Secured Property all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on or after the date of the Debenture on that Secured Property

Floating Charge Asset means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 (Floating charge) of the Debenture (reproduced as clause 1 5 in this form MG01)

Intellectual Policy means all present and future rights of the Company in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registrations or applications for registration, licence or permission relating to any of the foregoing

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type whatever including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered held by the Company or by a trustee or clearance system or nominee

Cont/d

Premises means any building on a Secured Property

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Short particulars	<p>Properties means the properties listed in schedule 1 (Properties) of the Debenture (reproduced as schedule 1 in this form MG01)</p> <p>Related Rights means, in respect of any Investment</p> <ul style="list-style-type: none"> (a) all monies paid or payable in respect of that Investment (whether as income, capital or otherwise) (b) all shares, investments or other assets derived from that Investment and (c) all rights derived from or incidental to that Investment <p>Relevant Agreements means any agreement specified to be assigned under clause 3.3 (Assignments) of the Debenture (reproduced as clause 1.3 in this form MG01) and any agreement otherwise designated as a Relevant Agreement by the Security Trustee and the Company in writing</p> <p>Relevant Policies means all policies of insurance present and future in which the Company has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies</p> <p>Secured Asset means all of the assets and undertaking of the Company the subject of any Security created by, under or supplemental to, the Debenture in favour of the Security Trustee</p> <p>Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Debenture</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 entered into for the purpose of and having similar effect</p> <p>Cont/d</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1

Properties

Registered Land

Country and district (or address or description and London Title number
borough)

None

Unregistered Land

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6394919
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 APRIL 2012
AND CREATED BY SYCAMORE BIDCO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE 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 9 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MAY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES