

MG01

Particulars of a mortgage or charge



221919/13

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

THURSDAY



LD4 24/02/2011 27
COMPANIES HOUSE

ase
uk

1 Company details

Company number 7 4 3 3 0 3 0
Company name in full Montagu (Funding IV) Limited
(the "Charging Company")

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 d1 d8 m0 m2 y2 y0 y1 y1

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 18 February 2011 made between the Charging Company (1) in
favour of Lloyds TSB Bank plc (in its capacity as Lender (as defined in
the Continuation Pages to Section 6 of this Form MG01)) (2) (the
"Debenture")

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation
Pages to Section 6 of this Form MG01)

References to any Finance Document (as defined in
the Continuation Pages to Section 6 of this Form
MG01) includes references to such Finance Document
as varied in any manner from time to time, even if
changes are made to the composition of the parties
to such document or to the nature or amount of any
facilities made available under such document

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		Continuation page Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc		
Address	25 Gresham Street		
	London		
Postcode	E C 2 V 7 H N		
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	<p>In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.</p> <p>The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Lender by way of fixed charge</p> <p style="margin-left: 40px;">(1) all Land which is at the Debenture Date, or in the future becomes, its property,</p> <p style="margin-left: 40px;">(11) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,</p> <p style="text-align: right;">PLEASE ALSO SEE ATTACHED CONTINUATION PAGES</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

CONTINUATION PAGE 1

- (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 1 (Fixed Security),
- (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (v) all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them,
- (vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
- (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Lender, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture (and excluding contracts or policies of insurance which relate to liabilities to third parties),
- (x) all its goodwill and uncalled capital for the time being,

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

CONTINUATION PAGE 2

- (x1) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (x11) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (x111) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xiv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (x1) to (xv) inclusive of Clause 3 1 (*Fixed Security*),
- (xvi) all trade debts at the Debenture Date or in the future owing to it,
- (xv11) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the group,
- (xv111) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset,
- (x1x) all its interests and rights (if any) in or to any money at any time standing to the credit of any bank account,
- (xx) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,

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

CONTINUATION PAGE 3

(xx1) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture, and

(xx11) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Lender by way of floating charge

(a) all its Assets, except to the extent that such Assets are for the time being charged by any fixed charge contained in Clause 3 1 (Fixed Security), including any Assets comprised within a charge which is reconverted under Clause 4 4 (Reconversion), and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (Negative pledge and other restrictions) with respect to any such Asset, and the Charging Company shall not, without the consent of the Lender, sell, transfer, part with or dispose of any such Asset (save in respect of any of the above to the extent that such action is not prohibited by any Finance Document)

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

CONTINUATION PAGE 4

Covenants and Restrictions contained in the Debenture

- 1 By Clause 6 (*Collection of Receivables*), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into an account specified from time to time by the Lender in consultation with the Charging Company. The Charging Company shall, pending such payment, hold all money so received upon trust for the Lender.
- 2 By Clause 7 (*Negative pledge and other restrictions*), the Charging Company agreed that it would not, without the prior written consent of the Lender (and save as permitted by the Finance Documents)
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 3 By Clause 11.2 (*Negative covenants*), the Charging Company agreed that, without the prior written consent of the Lender, it would not (amongst other things)
 - (a) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land or agree to do so if any such action would be reasonably likely to materially adversely affect the value of such Land,
 - (b) extend, renew on substantially different terms or substantially vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture, or
 - (c) share the occupation of any Land with any other person or agree to do so to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture

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

CONTINUATION PAGE 5

Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

"Act" means the Companies Act 2006

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them

"Compliance Certificate" means a certificate substantially in the form of Schedule 4 (*Form of Compliance Certificate*) of the Facility Agreement

"Control" means

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to
 - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the entity,
 - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the entity, or
 - (iii) give directions with respect to the operating and financial policies of the entity with which the directors or other equivalent officers of the entity are obliged to or accustomed to comply, or
- (b) the holding beneficially of more than 50% of the issued share capital (or other equivalent ownership right) of the entity

"Debenture Date" means 18 February 2011.

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

CONTINUATION PAGE 6

"**Derivative Rights**" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

"**Drawdown Notice**" has the meaning given to it in each Partnership Agreement

"**Facility Agreement**" means the revolving credit facility agreement dated the Debenture Date and made between, amongst others, the Charging Company as the borrower and the Lender as the lender

"**Facility**" means the facility referred to in Clause 2 1 (*The Facility*) of the Facility Agreement, as the same may be reduced or cancelled from time to time under the terms of the Facility Agreement

"**Finance Documents**" means the Facility Agreement, the Security Documents, the Partnership Guarantee, the Powers of Attorney, any Compliance Certificate, any Utilisation Request and any other document designated as a "Finance Document" by the Lender and the Charging Company

"**Fixed Security Assets**" means an Asset for the time being subject to a mortgage or fixed charge created by Clause 3 1 (*Fixed Security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise

"**General Partner**" means MPE (GP IV) LP, a limited partnership registered in Scotland with registered number SL008391

"**Guarantee**" means any guarantee issued or to be issued by the Lender under the Facility in accordance with the terms of the Facility Agreement

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

CONTINUATION PAGE 7

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Lender" means Lloyds TSB Bank plc and, when the context permits or requires, includes any transferee or assignee permitted by Clause 27 (*Assignments and transfers*) of the Facility Agreement but only for so long as it has any rights or obligations under any Finance Document

"Loan" means a loan (including a Rollover Loan) made or to be made under the Facility or the principal amount outstanding for the time being of that loan (or Rollover Loan)

"Manager" means Montagu Private Equity LLP, a limited liability partnership registered in England and Wales with registered number OC319972

"MIV No1 Partnership" means Montagu IV (US) LP, a limited partnership registered in England and Wales with registered number LP014212

"MIV No1 Partnership Agreement" means the amended and restated limited partnership agreement dated 22 December 2010 relating to the MIV No1 Partnership made between the General Partner (as general partner) and MPE Scots (No 10 European) LP (as founder partner)

"MIV No2 Partnership" means Montagu IV LP, a limited partnership registered in England and Wales with registered number LP014211

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	
-------------------	--

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

CONTINUATION PAGE 8

"MIV No2 Partnership Agreement" means the amended and restated limited partnership agreement dated 22 December 2010 relating to the MIV No2 Partnership made between the General Partner (as general partner) and MPE Scots (No 10 European) LP (as founder partner)

"MIV No3 Partnership" means Montagu IV (B) LP, a limited partnership registered in England and Wales with registered number LP014213

"MIV No3 Partnership Agreement" means the amended and restated limited partnership agreement dated 22 December 2010 relating to the MIV No3 Partnership made between the General Partner (as general partner) and MPE Scots (No 10 European) LP (as founder partner)

"Obligor" means the Charging Company, each Partnership and the Manager

"Partnership" means each of the MIV No1 Partnership, the MIV No2 Partnership and the MIV No3 Partnership

"Partnership Agreement" means each of the MIV No1 Partnership Agreement, the MIV No2 Partnership Agreement and the MIV No3 Partnership Agreement

"Partnership Guarantee" means the guarantee and indemnity dated the Debenture Date and made between the Partnerships and the Lender

"Powers of Attorney" means English law powers of attorney relating to each Partnership dated the Debenture Date from the Manager in relation to the delivery of Drawdown Notices

"Receivables" means, in relation to the Charging Company, all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.1 (Fixed Security)

"Rollover Loan" means one or more Loans

- (a) made or to be made on the same day that a maturing Loan is due to be repaid,
- (b) the aggregate amount of which is equal to or less than the amount of the maturing Loan,
- (c) in the same currency as the maturing Loan (unless it arose as a result of the operation of Clause 6.2 (Unavailability of a currency) of the Facility Agreement, and
- (d) made or to be made to the Charging Company for the purpose of refinancing that maturing Loan

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		

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

CONTINUATION PAGE 9

"**Secured Sums**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to the Lender under each or any of the Finance Documents, in each case together with (without double counting)

- (a) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"**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

"**Security Documents**" means the Debenture and the Powers of Attorney together with any other document entered into by an Obligor creating or expressing to create any Security over all or any part of its assets in favour of the Lender in respect of the obligations of any of the Obligors under any of the Finance Documents

"**Specified Investments**" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Lender or its nominee or to its order, or
- (c) the Charging Company has deposited certificates for with the Lender or which, if uncertificated, are held in an escrow or other account in favour of the Lender or its nominee

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

CONTINUATION PAGE 10

"**Subsidiary**" means an entity of which a person

- (a) has direct or indirect Control, or
- (b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership or control, or
- (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time

"**Utilisation Request**" means in respect of

- (a) a Loan, a notice in the form set out in Part 1 of Schedule 2 (*Forms of Utilisation Request*) of the Facility Agreement, and
- (b) a Guarantee, a notice in the form set out in Part 2 of Schedule 2 (*Forms of Utilisation Request*) of the Facility Agreement

END OF CONTINUATION PAGES

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

Not applicable

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 *Hogan Lovells International Ltd.* 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 F3/PRM/VCJC

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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



DX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7433030
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18
FEBRUARY 2011 AND CREATED BY MONTAGU (FUNDING IV)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 24 FEBRUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 FEBRUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES