

MR01

Particulars of a charge

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A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will
be scanned and placed on the public record. **Do not send the original**

THURSDAY



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LD6

11/06/2015

#118

COMPANIES HOUSE

1 Company details

Company number 0 7 6 5 2 4 6 6

Company name in full Metis Bidco Limited

0 0 0 4

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 9 0 6 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name J P Morgan Europe Limited as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Clifford Chance*

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Emily Gill**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 3420**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7652466

Charge code: 0765 2466 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2015 and created by METIS BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2015.

Given at Companies House, Cardiff on 19th June 2015

DX



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

9 JUNE 2015

**METIS BIDCO LIMITED
AS CHARGOR**

IN FAVOUR OF

**J P. MORGAN EUROPE LIMITED
AS SECURITY AGENT**

**CONFIRMATORY SECURITY OVER SHARES
AGREEMENT IN RELATION TO A SECURITY OVER
SHARES AGREEMENT DATED 30 MARCH 2012**

We hereby certify this to be a true copy of the original

Signed Clifford Chance
**Clifford Chance LLP
10 Upper Bank St
London E14 5U**

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THIS CONFIRMATORY SECURITY OVER SHARES AGREEMENT (the "Confirmatory Security Over Shares Agreement") is made by way of deed on 9 June 2015

BY

- (1) **METIS BIDCO LIMITED** registered in England and Wales with company number 07652466 (the "Chargor") in favour of
- (2) **J.P. MORGAN EUROPE LIMITED** as security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "Security Agent", which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement)

RECITALS:

- (A) The Lenders made a facility available to certain Subsidiaries of the Chargor pursuant to the Original Facility Agreement (each as defined below)
- (B) By virtue of the Original Security Document, the Chargor created security over the Charged Portfolio in favour of the Security Agent for the Secured Parties (each as defined below)
- (C) The Agent and the Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment and Restatement Agreement (as defined below), including but not limited to amending the accordion feature to allow for the Total Commitments to be increased up to a maximum amount of £215,000,000.
- (D) Accordingly the Chargor wishes to confirm the existing security created pursuant to the Original Security Document and grant security over the Charged Portfolio to secure its obligations to the Secured Parties (including in respect of the increase in the Total Commitments under the Original Facility Agreement)
- (E) This Confirmatory Security Over Shares Agreement is supplemental to the Original Security Document.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Confirmatory Security Over Shares Agreement

"Amended and Restated Facility Agreement" means the Original Facility Agreement as amended and restated by the Amendment and Restatement Agreement

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Document and including, for the avoidance of doubt, the Secured Liabilities as defined in the Intercreditor Agreement, obligations arising under the

Primary Finance Documents as defined in the Intercreditor Agreement in each case before, on and after the date of this Agreement

"Amendment and Restatement Agreement" means the amendment and restatement agreement to the Original Facility Agreement dated on 9 June 2015 between, amongst others, the Chargor, certain subsidiaries of the Chargor, J P Morgan Europe Limited as Agent and Security Agent and the financial institutions named therein as Lenders

"Existing Lowell Notes" means

- (a) the £200,000,000, 10.75% senior secured notes due 2019 dated 30 March 2012,
- (b) the £75,000,000, 10.75% senior secured notes due 2019 dated 11 February 2013, and
- (c) the £115,000,000, 5.875% senior secured notes due 2019 dated 11 March 2014

"First Confirmatory Agreement" means the confirmatory security over shares agreement dated 28 November 2013 between the Chargor and the Security Agent relating to the Original Security Agreement

"Intercreditor Agreement" means the intercreditor agreement dated 30 March 2012 (as amended and/or restated from time to time) between, among others, the Original Chargers, Lowell Group Financing PLC, J.P Morgan Europe Limited as Agent for the financial institutions under the Original Facility Agreement, the financial institutions named in the Original Facility Agreement, the Senior Note Trustee (as defined therein) and the Security Agent.

"Original Facility Agreement" means the facility agreement dated 30 March 2012 between, amongst others, Lowell Finance Holdings Limited, Lowell Portfolio I Ltd, certain other subsidiaries of the Chargor, J P Morgan Limited and Lloyds Bank plc as Arrangers, J P Morgan Europe Limited as Agent and Security Agent and the financial institutions named in the Original Facility Agreement as lenders (as amended and restated from time to time before the date of the Amendment and Restatement Agreement)

"Original Security" means the Security created under

- (a) the Original Security Document, and
- (b) the First Confirmatory Agreement

"Original Security Document" means the security over shares agreement dated 30 March 2012 between the Chargor and the Security Agent

"Secured Parties" has the meaning given to it in the Intercreditor Agreement

1.2 Terms defined in other Finance Documents

Unless defined in this Confirmatory Security Over Shares Agreement, or the context otherwise requires, a term defined in the Original Security Document, the Intercreditor Agreement, the Amendment and Restatement Agreement or the Amended and Restated Facility Agreement has the same meaning in this Confirmatory Security Over Shares Agreement or any notice given under or in connection with this Confirmatory Security Over Shares Agreement

1.3 Construction

- 1.3.1 The rules of construction set out in clause 1.3 (*Construction*) of the Original Security Document shall apply to the construction of this Confirmatory Security Over Shares Agreement.
- 1.3.2 In this Confirmatory Security Over Shares Agreement any reference to the "Security Agent", the "Chargor", the "Agent" or the "Secured Parties" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests
- 1.3.3 From the Effective Date, the Original Security Document and the First Confirmatory Agreement shall be read and construed as one document with this Confirmatory Security Over Shares Agreement
- 1.3.4 References in this Confirmatory Security Over Shares Agreement to any Clause or Schedule shall be to a clause or schedule contained in this Confirmatory Security Over Shares Agreement.
- 1.3.5 To the extent that any obligation of the Original Chargors under, or any provision of, the Original Security Document or the First Confirmatory Agreement is satisfied, any corresponding provision or obligation of the Original Chargors arising under any provision of this Confirmatory Security Over Shares Agreement shall be deemed to be satisfied

1.4 Third Party Rights

A person who is not a party to this Confirmatory Security Over Shares Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Confirmatory Security Over Shares Agreement.

2 CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, the Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments made pursuant to the Amendment and Restatement Agreement (including the increase in the liabilities secured under the Original Security by virtue of the extension of such security to include any increase in the Total Commitments, up to a maximum amount of £215,000,000, under the Amended and Restated Facility Agreement), and (b) continue to secure its Amended Secured Obligations (including, but not limited to, under the Amended and Restated Facility Agreement)

3 SUPPLEMENTAL SECURITY

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, the Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to the Charged Portfolio

4. LIMITED RECOURSE

Notwithstanding Clauses 2.1 (*Covenant to Pay*) and 2.2 (*Interest on Demands*) and any other terms of the Original Security Document, the First Confirmatory Agreement and this Confirmatory Security Over Shares Agreement, the Security Agent agrees with and acknowledges to the Chargor that all obligations of the Chargor to the Security Agent under and pursuant to this Confirmatory Security Over Shares Agreement, including, without limitation, the Amended Secured Obligations, are limited in recourse as set out below

- 4.1.1 the Security Agent agrees that it will have a claim only in respect of the Charged Portfolio and will not have any claim, by operation of law or otherwise, against, or recourse to any of the Chargor's other assets;
- 4.1.2 sums payable to the Security Agent in respect of the Chargor's obligations to the Security Agent shall be limited to the aggregate amounts received, realised or otherwise recovered by or for the account of the Security Agent in respect of the Charged Portfolio whether pursuant to the enforcement of the Transaction Security or otherwise, and
- 4.1.3 once the Security Agent has enforced the Transaction Security over the Charged Portfolio pursuant to Clause 9.1 (*Enforcement*) the Security Agent shall have no further claim against the Chargor in respect of any such Amended Secured Obligations and such Amended Secured Obligations shall be discharged in full

5 MISCELLANEOUS

5.1 Incorporation of terms

The provisions of Clauses 2 (*Covenant to Pay*), 4 (*Limited Recourse*), 5 (*Deposit of Certificates and Related Rights*), 6 (*Dividends and Voting Rights*), 7 (*Chargor's Representations and Undertakings*), 8 (*Further Assurance*), 9 (*Enforcement of Security*), 10 (*Extension and Variation of the Law of Property Act 1925*), 11 (*Appointment of Receiver or Administrator*), 12 (*Powers of Receiver*), 13 (*Application of Monies*), 14 (*Protection of Purchasers*), 15 (*Power of Attorney*), 16 (*Effectiveness of Security*), 17 (*Release and Redemption of Security*), 18 (*Subsequent Security Interests*), 19 (*Assignment*), 20 (*Payments Free of Deduction*), 21 (*Notices*), 22 (*Discretion and Delegation*), and 24 (*Jurisdiction*) of the Original Security Document are incorporated into this Confirmatory Security Over Shares Agreement as if set out in full in this Confirmatory Security Over Shares Agreement, but so that references into those clauses to

5.1.1 the "**Facility Agreement**" are references to the "Amended and Restated Facility Agreement",

5.1.2 the "**Secured Obligations**" are references to the "Amended Secured Obligations",

5.1.3 "**Charged Portfolio**" are references to the assets of the Chargor charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Confirmatory Security Over Shares Agreement, and

5.1.4 "**this Agreement**" are references to this Confirmatory Security Over Shares Agreement

5.2 Original Security Document

Except insofar as supplemented by this Confirmatory Security Over Shares Agreement, the Original Security Document and the First Confirmatory Agreement shall remain in full force and effect

5.3 No merger

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document or the First Confirmatory Agreement shall continue in full force and effect notwithstanding this Confirmatory Security Over Shares Agreement and shall not merge in any security constituted by this Confirmatory Security Over Shares Agreement or be released, extinguished or affected in any way by the security constituted by this Confirmatory Security Over Shares Agreement

5.4 Counterparts

This Confirmatory Security Over Shares Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Confirmatory Security Over Shares Agreement

6 GOVERNING LAW

This Confirmatory Security Over Shares Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS CONFIRMATORY SECURITY OVER SHARES AGREEMENT has been signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered by it on the date specified above

**EXECUTION PAGES TO CONFIRMATORY SECURITY OVER SHARES
AGREEMENT**

Chargor

**EXECUTED as a deed by
METIS BIDCO LIMITED**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness CHARTERED ACCOUNTANT

Address

Fax

Attention

The Security Agent

Signed for and on behalf of
J.P. MORGAN EUROPE LIMITED

By

[Redacted]

Name.

Authorised Signatory

Title

Associate

Address.

[Redacted]

Fax

[Redacted]

Attention

The Manager, Loans Agency