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In accordance with  
Section 860 of the  
Companies Act 2006

**MG01****Particulars of a mortgage or charge**
**iris**  
LASERFORM
**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

THURSDAY



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A37

22/12/2011

#305

COMPANIES HOUSE

**1****Company details**

Company number

7 7 1 3 5 9 1

Company name in full

ENSCO 876 Limited (a "Charging 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

d1 d7 m1 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

Composite Guarantee and debenture in support of series D loan notes  
granted by ENSCO 899 Limited (the "Deed")

**4****Amount secured**

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

Amount secured

All indebtedness, liabilities and obligations which  
are now or may at any time thereafter be due, owing  
or incurred in any manner whatsoever to the  
Security Beneficiaries or any of them by any Group  
Company, whether actually or contingently, pursuant  
to or in respect of the Finance Documents from time  
to time and in any case, whether solely or jointly  
with any other person, whether as principal or  
surety and whether or not the Security  
Beneficiaries or any of them shall have been an  
original party to the relevant transaction and in  
whatever currency denominated and including  
interest, discount, commission and other lawful  
charges or reasonable expenses which the Security  
Trustee, the Security Beneficiaries or any of them  
may charge hereunder or pursuant to the Finance  
Documents (the "Secured Obligations")

**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 Palatine Private Equity LLP (the "Security Trustee")

Address Lowry House, 17 Marble Street

Manchester

Postcode M 2 3 A W

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

**Guarantee Provisions**

Each Charging Company thereby irrevocably and unconditionally guarantees to the Security Trustee (on behalf of each of the Security Beneficiaries) to pay to the Security Trustee on demand when due the Secured Obligations (except any Secured Obligations in respect of which the relevant Charging Company is already primarily liable)

The Guarantee is given subject to and with the benefit of the provisions set out in schedule 3 of the Deed

**Fixed And Floating Charges**

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed -

(a) each Charging Company thereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of legal mortgage -

(1) all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part I of schedule 2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 365 1034 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="316 432 1508 645">(11) all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part II of schedule 2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,</p> <p data-bbox="316 667 1508 723">(b) each Charging Company charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first fixed charge -</p> <p data-bbox="316 745 1508 958">(1) all present and future freehold and leasehold property of such Charging Company not otherwise charged by way of legal charge pursuant to clauses 4 1 1 or 4 1 2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,</p> <p data-bbox="316 981 1508 1216">(11) all estates and interests not thereinbefore effectively charged now or thereafter belonging to such Charging Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or thereafter held by such Charging Company to enter upon or use land and the benefit of all other agreements relating to land to which such Charging Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by such Charging Company now or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;</p> <p data-bbox="316 1238 1508 1451">(111) all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any note, shares, debentures or loan capital of any other body corporate now or at any time thereafter belonging to such Charging Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,</p> <p data-bbox="316 1473 1508 1552">(1v) the goodwill of such Charging Company and its uncalled capital now or at any time thereafter in existence and future calls (whether made by the directors of the Charging Company or by a Receiver or a liquidator),</p> <p data-bbox="316 1574 786 1608">(v) all Intellectual Property,</p> <p data-bbox="316 1630 1508 1731">(vi) all plant, vehicles and machinery now or at any time hereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress),</p>

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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>(vii) all chattels now or at any time thereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,</p> <p>(viii) all Receivables,</p> <p>(ix) the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them,</p> <p>(x) the benefit of all representations, undertakings, warranties and indemnities granted in favour of such Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them</p> <p>Each Charging Company thereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed</p> <p>The security from time to time constituted by or pursuant to the Deed shall--</p> <p>(i) be in addition to and shall be independent of every bill, stock, guarantee, mortgage or other security which the Security Trustee, the Security Beneficiaries or any of them may at any time hold for any of the Secured Obligations and it is thereby declared that no prior security held by the Security Trustee, the Security Beneficiaries or any of them over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed, and</p> <p>(ii) remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Deed</p>	

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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><b>Crystallisation Of Floating Charge</b></p> <p>The Security Trustee may by notice in writing to a Charging Company convert the floating charge created pursuant to clause 4.3 of the Deed into a fixed charge as regards all or any of that Charging Company's assets charged under clause 4.3 of the Deed and specified in the notice if -</p> <p>(1) an Event of Default occurs which remains unremedied or unwaived, or</p> <p>(11) the Security Trustee (acting reasonably) considers those assets to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process</p> <p>The floating charge created by a Charging Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of that Charging Company:-</p> <p>(1) on the convening of any meeting of the members of that Charging Company to consider a resolution to wind up that Charging Company, or</p> <p>(11) on the presentation of a petition (other than a petition determined by the Security Trustee (acting reasonably) to be frivolous or vexatious) to wind up that Charging Company which is not discharged within 14 days; or</p> <p>(111) on the appointment of (or the taking of any formal step to appoint) an administrator to that Charging Company, or</p> <p>(1v) if that Charging Company fails to comply with its obligations under clause 6 of the Deed provided always that in such circumstances the floating charge shall be converted into a fixed charge in respect only of the assets of such Charging Company which have been encumbered or that have been otherwise sold, discounted, factored, transferred, leased, lent or otherwise disposed of</p> <p>Service by the Security Trustee of a notice pursuant to clause 5.1 of the Deed in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the Security Trustee rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Security Trustee or any of them under the Deed</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="312 371 1034 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 439 887 465"><b>Negative Pledge And Further Security</b></p> <p data-bbox="312 488 1503 589">Each Charging Company severally covenants with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of the security it shall not without the consent in writing of the Security Trustee -</p> <p data-bbox="312 611 1503 689">(1) create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent,</p> <p data-bbox="312 712 1503 846">(11) save as permitted or required under the Deed, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property</p> <p data-bbox="312 869 485 896">Definitions</p> <p data-bbox="312 918 485 945"><u>Definitions</u></p> <p data-bbox="320 956 536 1012"><b>"Acquisition Documents"</b></p> <p data-bbox="730 956 831 983">means -</p> <p data-bbox="730 1016 1433 1128">(1) the agreement in the agreed form relating to the acquisition by ENSCO 876 Limited of the entire share capital of Cloud Data Limited;</p> <p data-bbox="730 1162 1433 1276">(2) the agreement in the agreed form relating to the acquisition by ENSCO 876 Limited of the entire share capital of Selection Services Limited,</p> <p data-bbox="730 1310 1433 1424">any disclosure letter relating thereto and all ancillary documents entered into by any Charging Company in relation thereto;</p> <p data-bbox="320 1458 638 1485"><b>"Charged Property"</b></p> <p data-bbox="730 1458 1433 1603">means the property referred to in clause 4 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;</p> <p data-bbox="320 1637 673 1664"><b>"Charging Companies"</b></p> <p data-bbox="730 1637 1433 1783">ENSCO 876 Limited (Company number 7713591), ENSCO 899 Limited (Company number 07850855), Selection Services Limited (Company number 2758710), Cloud Data Limited (Company number 6760480);</p>

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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><b>"Company"</b></p> <p><b>"Encumbrance"</b></p> <p><b>"Event of Default"</b></p> <p><b>"Finance Documents"</b></p> <p><b>"Group Company"</b></p> <p><b>"Intellectual Property"</b></p>	<p>means ENSCO 899 Limited (company no 07850855);</p> <p>includes any mortgage, pledge, lien, charge assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets,</p> <p>means an event or circumstance specified in Condition 3.1 of the Loan Note Instrument;</p> <p>means</p> <ul style="list-style-type: none"> <li>(a) the Loan Note Instrument;</li> <li>(b) each certificate in respect of the Notes;</li> <li>(c) the Security Documents;</li> <li>(d) the Intercreditor Deed;</li> <li>(e) the Security Trust Deed; and</li> <li>(f) any other document designated as such in writing by the Security Trustee and the Company,</li> </ul> <p>means any member of the Group and "Group Companies" means all of them;</p> <p>means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time hereafter belonging to or created by or assigned to a Charging Company;</p>

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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><b>"Intercreditor Deed"</b></p> <p><b>"Loan Instrument"</b></p> <p><b>"Noteholders"</b></p> <p><b>"Notes"</b></p> <p><b>"Permitted Encumbrance"</b></p>	<p>means the intercreditor deed made between amongst others, the Company, the Lender, Beechbrook Capital LLP, Beechbrook Mezzanine I GP Limited, the other Charging Companies and the Security Trustee,</p> <p><b>Note</b> the instrument dated on or about the date of the Deed executed by the Company constituting the Notes,</p> <p>means the holders of the Notes from time to time,</p> <p>means the £1,260,000 8 per cent Series D Secured Loan Notes 2017 of the Company constituted by the Loan Note Instrument,</p> <p>means any of</p> <p>(a) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith; or</p> <p>(b) any netting or set-off arrangement entered into by any member of the Group with the Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Charging Companies to be netted or set off against debit balances of members of the Group which are not Charging Companies and (ii) such arrangement does not give rise to other Encumbrances over the assets of Charging Companies in support of liabilities of members of the Group which are not Charging Companies; or</p>



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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>(c) an Encumbrance arising under the Finance Documents; or</p> <p>(d) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset, or</p> <p>(e) an Encumbrance which the Security Trustee has at any time in writing agreed shall be a Permitted Encumbrance; or</p> <p>(f) any Encumbrance granted in favour of the Lender or Beechbrook Mezzanine I GP Limited from time to time;</p> <p><b>"Receivables"</b> means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by any Charging Company from other persons due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;</p> <p><b>"Receiver"</b> means any receiver or receiver and manager appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;</p> <p><b>"Security Beneficiaries"</b> means the Security Trustee and the Noteholders;</p> <p><b>"Security Documents"</b> means the security documents to be entered into by the Charging Companies in favour of the Security Trustee or the Security Beneficiaries (including for the avoidance of doubt the security constituted under the Deed) to secure the Secured Obligations;</p>	

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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

**"Security Trustee Deed"** means the security trustee deed made between the Security Trustee, the Company, the other Charging Companies and those persons listed in Schedule 1 thereto as Noteholders and dated on or around the date of the Deed;

# 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

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 Gateley (manchester) LLP X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Michelle Trench**

Company name **Gateley (Manchester) LLP**

Address **King Street**

**98 King Street**

Post town **Manchester**

County/Region

Postcode **M 2 4 W U**

Country

DX **14317 Manchester 1**

Telephone **0161 836 7700**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7713591  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 17 DECEMBER 2011 AND CREATED BY  
ENSCO 876 LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY GROUP COMPANY TO THE  
SECURITY BENEFICIARIES 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 22 DECEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 DECEMBER  
2011

*Dd*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES