

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

TUESDAY



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A22

10/07/2012

#8

COMPANIES HOUSE

For official use

**1 Company details**

Company number 0 7 9 9 8 2 3 5

Company name in full Unicla Bidco Limited, a company incorporated  
in England (the "Chargor")

→ **Filing 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 2 9 0 6 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 "Debenture" means the deed of debenture between the Chargor, the Chargee  
(as defined below) and Unicla Topco Limited dated 29 June 2012.

**4 Amount secured**

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

Amount secured All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of each Obligor (or any of them) under  
each or any of the Finance Documents together with  
all costs, charges and expenses incurred by any  
Finance Party in connection with the protection,  
preservation or enforcement of its respective  
rights under the Finance Documents

**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 Indigo Capital V Sarl (the "Chargee")

Address 30 King Street, London

Postcode E C 2 V 8 E H

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. FIXED SECURITY

(a) General

All Security created by the Chargor under Clauses 3 and 4 of the Debenture inclusive is:

(i) granted in favour of the Chargee,

(ii) continuing security for the payment, discharge and performance of the Secured Obligations,

(iii) granted with full title guarantee; and

(iv) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Charged Asset.

(b) Mortgage

The Chargor charged by way of first legal mortgage, all of its right, title and interest from time to time in the Real Property

(c) Assignment by way of Security

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### 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

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### 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)

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### Signature

Please sign the form here

Signature

Signature

X

Reed Smith LLP

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 Mark Abrams

Company name Reed Smith

Address The Broadgate Tower

20 Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 R S

Country

DX Ref: 767912 00001

Telephone 020 3116 3732



### 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)

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**Particulars of a mortgage or charge**

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(1) The Chargor assigned and agreed to assign absolutely (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1(b) (<i>Mortgage</i>) of this Form MG01) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, all of its right, title and interest from time to time in and to each of the following assets:</p> <p>(A) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property,</p> <p>(B) any Insurance Policies and all proceeds paid or payable thereunder,</p> <p>(C) the Accounts, and</p> <p>(D) each of the Specific Contracts.</p> <p>(11) The Chargor shall remain liable to perform all its obligations under the assets described in paragraphs 1(c)(1)(A)-(D) of this Form MG01</p> <p>(111) Notwithstanding the other terms of Clause 3.3 of the Debenture, prior to the occurrence of an Event of Default which is continuing, the Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts. It is acknowledged that pursuant to clause 9.9 of the Investment Agreement, the benefit of the covenants and undertakings in the Investment Agreement shall not be enforceable by the Chargee although it may further assign them to any Permitted Assignee (as defined in the Investment Agreement) referred to in clause 9.8 of the Investment Agreement on exercise or enforcement of such security rights</p> <p>(d) Fixed charges</p> <p>The Chargor charged (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1(b) (<i>Mortgage</i>) of this Form MG01 or assigned pursuant to 1(c) (<i>Assignment by way of Security</i>) of this Form MG01) by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets</p> <p>(1) the Real Property and all Related Rights,</p> <p>(11) the Accounts;</p> <p>(111) its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,</p> <p>(1v) the Intellectual Property,</p>	

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (v) the Plant and Machinery;
  - (vi) any goodwill and rights and claims in relation to its uncalled share capital,
  - (vii) its rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;
  - (viii) the Investments;
  - (ix) any beneficial interest, claim or entitlement it has to any pension fund at the date of the Debenture or at any time thereafter, and
  - (x) each of the assets which are specified in Clause 1(c) (*Assignment by way of Security*) of this Form MG01.
- 2 FLOATING CHARGE
- (a) Floating charge
    - (1) The Chargor charged by way of first floating charge all present and future assets and undertaking of the Chargor other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3 2 (*Mortgage*), 3 3 (*Assignment by way of Security*) and 3 4 (*Fixed charges*) of the Debenture
    - (11) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above
  - (b) Conversion of floating charge to fixed Security
    - (1) The Chargee may at any time by notice to the Chargor convert the floating charge constituted under Clause 4 1 (*Floating charge*) of the Debenture with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if.
    - (A) the Debenture is enforceable in accordance with Clause 15 (*When security becomes enforceable*) of the Debenture, or
    - (B) the Chargee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process
    - (11) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4 1 (*Floating charge*) of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of an Administration Event

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## Particulars of a mortgage or charge

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>3        RESTRICTIONS ON DEALING</p> <p>The Chargor agreed that it may not</p> <p>(1)       create or allow to exist any Security on any of its assets, or</p> <p>(11)      either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, licence lease or otherwise dispose of all or any part of its assets,</p> <p>unless expressly permitted under the Facilities Agreement.</p> <p>4        FURTHER ASSURANCE</p> <p>(a)       Further assurance</p> <p>(1)       The Chargor agreed that it shall promptly, at its own cost, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require) in favour of the Chargee or its nominee(s)</p> <p>(A)       to perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Chargee provided by or pursuant to this Debenture or by law,</p> <p>(B)       to confer on the Chargee security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(C)       after the Security has become enforceable, to facilitate the realisation of the Charged Assets</p> <p>5.       DEFINITIONS</p> <p>"Account" means any credit balance from time to time on any account (including the accounts specified in Schedule 6 (Accounts) of the Debenture) opened or maintained by the Chargor with any financial institution (and any replacement account or subdivision or sub account of that account) and includes all Related Rights</p> <p>"Administration Event" means</p> <p>(1)       an order is made by the court for the administration of the Chargor,</p> <p>(11)      any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>the court, or</p> <p>(111) any person levies or attempts to levy any distress, attachment, execution or other legal process against a Charged Asset</p> <p><b>"Charged Assets"</b> means all of the assets and undertaking of the Chargor, both present and future which from time to time are the subject of any Security created or expressed to be created by it in favour of the Chargee by or pursuant to the Debenture</p> <p><b>"Chargors"</b> means the Original Chargors and each Additional Chargor (as defined in the Debenture)</p> <p><b>"Event of Default"</b> means any event or circumstance specified as such in clause 23 (<i>Events of Default</i>) (excluding clause 23 19 (<i>Acceleration</i>)) of the Debenture.</p> <p><b>"Finance Document"</b> means the Facilities Agreement, any Accession Deed, any Compliance Certificate, Structural Intra-Group Loan Agreement No 1, Structural Intra-Group Loan Agreement No 2, the Intra-Group Loan Agreement, the Subordination Agreement, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Lender and the Chargor</p> <p><b>"Facilities Agreement"</b> means an agreement between the Chargor, Unicla Topco Limited and Indigo Capital V Sarl dated 29 June 2012</p> <p><b>"Insurance Policy"</b> means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest together with all amounts payable to the Chargor under or in connection with each of those policies and includes all Related Rights</p> <p><b>"Intellectual Property"</b> means in relation to the Chargor:</p> <p>(1) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may at the date of the Debenture or at any time thereafter subsist), whether registered or unregistered and</p> <p>(11) the benefit of all applications and rights to use such assets of each member of the Group (which may at the date of the Debenture or at any time thereafter subsist)</p> <p><b>"Investments"</b> means</p> <p>(1) the Shares;</p> <p>(11) all other shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments, and</p> <p>(111) which the Chargor purports to mortgage or charge under the Debenture and includes all Related Rights</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="363 409 1023 439">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="379 501 1469 577"><b>"Investment Agreement"</b> means the agreement between the Third Alcuin Fund LP and others as the Original Investors, the Chargor, The Managers and Unicola Topco Limited, dated 29 June 2012</p> <p data-bbox="379 602 1469 651"><b>"Obligor"</b> means the Borrower or a Guarantor (as defined in the Facilities Agreement).</p> <p data-bbox="379 683 1401 732"><b>"Permitted Assignee"</b> means an assignee (as defined in the Investment Agreement)</p> <p data-bbox="379 761 1469 862"><b>"Plant and Machinery"</b> means in relation to the Chargor all present and future plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress and includes all Related Rights)</p> <p data-bbox="379 891 707 920"><b>"Real Property"</b> means.</p> <p data-bbox="379 947 1469 1023">(i) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (Real Property)), and</p> <p data-bbox="379 1055 1437 1131">(ii) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</p> <p data-bbox="379 1160 1082 1189">of the Chargor and includes all Related Rights.</p> <p data-bbox="379 1218 1469 1267"><b>"Related Rights"</b> means, to the extent applicable in relation to any asset</p> <p data-bbox="379 1296 1139 1326">(i) the proceeds of sale of any part of that asset,</p> <p data-bbox="379 1357 1437 1411">(ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p data-bbox="379 1440 1469 1516">(iii) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset,</p> <p data-bbox="379 1545 1437 1574">(iv) any dividend, interest or other distribution paid or payable, and</p> <p data-bbox="379 1606 1417 1635">(v) any moneys and proceeds paid or payable in respect of that asset.</p> <p data-bbox="379 1666 1453 1722"><b>"Security"</b> means any security executed, created, evidenced or conferred by or pursuant to the Debenture.</p> <p data-bbox="379 1751 1469 1852"><b>"Specific Contracts"</b> means those contracts specified in Schedule 7 (Specific Contracts) together with any agreement documenting any Intra-Group Loan entered into by the Chargor in connection with the Finance Documents including all Related Rights</p> <p data-bbox="379 1881 1469 1937"><b>"VAT"</b> means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature</p>

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation pages end)



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

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

**COMPANY NO. 7998235  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 JUNE 2012  
AND CREATED BY UNICLA BIDCO LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR  
(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 10 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*Pe*