

MG01

Particulars of a mortgage or charge

230308/312



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

TUESDAY



A31

A15LBMRU

27/03/2012

#74

COMPANIES HOUSE

1

Company details

Company number

0 2 6 8 4 3 2 8

Company name in full

Access Solutions (UK) Limited (the **Company**)

6

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

d⁰ d⁸ m⁰ m³ y² y⁰ y¹ y²

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security agreement dated 8 March 2012 between, among others, the
Company and HSBC Corporate Trustee Company (UK) Limited (the **Security
Agent**) as agent and/or trustee for the Secured Parties (as defined below)
(the **Deed**)

4

Amount secured

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

Amount secured

All monies and liabilities now or after the date
of the Deed due, owing or incurred by an Obligor
or the Obligors to the Secured Parties (or any of
them) under the Debt Documents (or any of them)
in any manner and in any currency or currencies
and whether present or future, actual or
contingent, whether incurred solely or jointly
with any other person and whether as principal or
surety, together with all interest accruing on
such monies and liabilities and all costs,
charges and expenses incurred by any Secured
Party under any Debt Document, except for any
obligation which, if it were so included, would
result in the Deed contravening Sections 678 or
679 of the Companies Act 2006 (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 HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square, Canary Wharf, London

United Kingdom

Postcode E 1 4 5 H Q

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 Please see continuation pages

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Allen & Avery LLP
26/03/12 X

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

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Presenter information

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

Contact name Adhirath Singh

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country

DX

Telephone +44 (0) 2030883756



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Security Agent for and on behalf of the Secured Parties,</p> <p>(ii) is created over present and future assets of the Company,</p> <p>(iii) is security for the payment and discharge of all the Secured Obligations, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) If the rights of the Company under a document cannot be secured without the consent of a party to that document</p> <p>(i) the Company must notify the Security Agent promptly,</p> <p>(ii) this Security will secure all amounts which the Company may receive, or has received, under that document but exclude the document itself, and</p> <p>(iii) unless the Security Agent otherwise requires, the Company must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed</p> <p>(c) The Security Agent holds the benefit of the Deed on trust for the Secured Parties</p> <p>1.2 Land</p> <p>(a) The Company charged with full title guarantee</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property</p> <p>(b) A reference in the Deed and in this Form MG01 to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery situated on or forming part of such property, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.3 Investments

(a) The Company charged with full title guarantee

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, including shares in the companies listed in Part 1 of the Schedule (Security Assets) to this Form MG01 under the heading **Shares**, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

(b) A reference in the Deed and in this Form MG01 to a mortgage or charge of any stock, share, debenture, bond or other security includes

- (i) any dividend or interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.4 Plant and machinery

The Company charged with full title guarantee by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

1.5 Restricted credit balances

The Company charged with full title guarantee by way of first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it

1.6 Insurances

The Company assigned with full title guarantee absolutely, subject to a proviso for re-assignment on redemption of the Secured Obligations, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

1.7 Other contracts

The Company assigned with full title guarantee absolutely, subject to a proviso for re-assignment on redemption of the Secured Obligations, all of its rights in respect of

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of the Deed,

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Short particulars	<p>(b) any letter of credit issued in its favour, and</p> <p>(c) any bill of exchange or other negotiable instrument held by it</p> <p>1.8 Intellectual property</p> <p>The Company charged with full title guarantee by way of a first fixed charge, all of its rights in respect of</p> <p>(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,</p> <p>(b) any copyright or other intellectual property monopoly right, or</p> <p>(c) any interest (including by way of licence) in any of the above,</p> <p>in each case whether registered or not and including all applications for the same</p> <p>1.9 Miscellaneous</p> <p>The Company charged with full title guarantee by way of first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has in any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p>1.10 Floating charge</p> <p>(a) The Company charged with full title guarantee by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed</p> <p>(b) Except as provided below, the Security Agent may by notice to the Company convert the floating charge created by the Company under the Deed into a fixed charge as regards any of the Company's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding, or</p> <p>(ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p>	

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Short particulars of all the property mortgaged or charged

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Short particulars

- (c) The floating charge created by the Deed may not be converted into a fixed charge solely by reason of
- (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
under section 1A of the Insolvency Act 1986
- (d) The floating charge created by the Deed will automatically convert into a fixed charge over all of the Company's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- 2. RESTRICTIONS ON DEALINGS**
- The Company may not
- (a) create or permit to subsist any Security on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly permitted under the Senior Facilities Agreement and the Note Purchase Agreement
- 3. CONSTRUCTION AND DEFINITIONS**
- 3.1 Construction**
- (a) Capitalised terms defined in the Intercreditor Deed have, unless expressly defined in the Deed, the same meaning in the Deed
 - (b) The provisions of clause 1 2 (Construction) of the Intercreditor Deed apply to the Deed as though they were set out in full in the Deed, except that references to the Intercreditor Deed will be construed as references to the Deed
 - (c) In the Deed, the term **this Security** means any security created by the Deed
 - (d) Any covenant of the Company under the Deed (other than a payment obligation) remains in force during the Security Period
 - (e) The terms of the other Debt Documents and of any side letters between any Parties in relation to any Debt Document are incorporated in the Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in the Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

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Short particulars	<p>(f) If the Security Agent considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of the Deed</p> <p>(g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset</p> <p>3.2 Definitions</p> <p>In this Form MG01</p> <p>Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained</p> <p>Arranger means any Mandated Lead Arranger under and as defined in the original form Senior Facilities Agreement</p> <p>Bilateral Document has the meaning given to that term in the Intercreditor Deed</p> <p>Bilateral Lender has the meaning given to that term in the Intercreditor Deed</p> <p>Charged Property means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p>Debt Document means each of the Intercreditor Deed, the Hedging Agreements, the Senior Finance Documents, the Note Finance Documents, the Bilateral Documents, the Security Documents, any agreement evidencing the terms of the Intra Group Liabilities and any other document designated as such by the Security Agent and the Parent</p> <p>Delegate means any delegate, agent, attorney or co trustee appointed by the Security Agent</p> <p>Event of Default means any event or circumstance specified as such in either the original form Senior Facilities Agreement or the original form Note Purchase Agreement</p> <p>Group means the Parent and each of its Subsidiaries for the time being</p> <p>Hedging Agreement has the meaning given to that term in the Intercreditor Deed</p> <p>Intercreditor Deed means the intercreditor deed dated 8 March 2012 and made between, among others, the Parent, the Security Agent, HSBC Bank plc as Senior Agent, the Senior Lenders and the Noteholders</p> <p>Intra Group Liabilities has the meaning given to that term in the Intercreditor Deed</p> <p>Noteholders has the meaning given to that term in the Intercreditor Deed</p> <p>Note Finance Documents has the meaning given to that term in the Intercreditor Deed</p>	

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Note Purchase Agreement means the note purchase agreement made between the Parent, certain of its Subsidiaries and the Noteholders dated 29 February 2012

Obligor means each original obligor and any person which becomes an obligor in accordance with the terms of clause 15 (Changes to Parties) of the Intercreditor Deed

Parent mean Lavendon Group plc

Party means a party to the Deed

Primary Creditor means the Senior Creditors, the Bilateral Lenders and the Noteholders

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

Restricted Account means each account designated as a Restricted Account by the Security Agent after the date of the Deed and for the purposes of the Deed and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

Secured Parties means the Security Agent, any Receiver or Delegate, the Senior Agent, each of the Arrangers, and the Primary Creditors from time to time, but in the case of the Senior Agent or any Arranger or Primary Creditor, only if it is a party to the Intercreditor Deed, or (in the case of the Senior Agent or Primary Creditor) has acceded to the Intercreditor Deed in the appropriate capacity pursuant to clause 15.7 (Creditor/Agent Accession Undertaking) of the Intercreditor Deed

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 Assets means all assets of the Company the subject of any security created by the Deed

Security Document has the meaning given to that term in the Intercreditor Deed

Security Period means the period beginning on the date of the Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

Senior Agent means HSBC Bank plc

Senior Creditors has the meaning given to that term in the Intercreditor Deed

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Please give the short particulars of the property mortgaged or charged.

Short particulars

Senior Facilities Agreement means the multicurrency revolving facilities agreement made between the Parent, the Senior Lenders and others dated 29 February 2012

Senior Finance Documents has the meaning given to that term in the Intercreditor Deed

Senior Lenders has the meaning given to such term in the Intercreditor Deed

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 or within the meaning of Section 15 et seq of the German Act on Public Limited Companies (Aktiengesetz), as the case may be Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Parent

Transaction Security means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents

SCHEDULE 1

SECURITY ASSETS

PART 1

SHARES

Company in which Shares are Held	Class of Share	Number of Shares
Lavendon Access Services (International) Limited (3242814)	Irredeemable Preference shares of £0.01	329,455
Zoom Holdings (UK) Limited (4812536)	Irredeemable Preference shares of £0.01	2,157,569



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2684328
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 8
MARCH 2012 AND CREATED BY ACCESS SOLUTIONS (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM AN OBLIGOR OR THE OBLIGORS TO THE SECURED
PARTIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 27 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 APRIL 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES