

MG01

Particulars of a mortgage or charge

804666/13



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT**
You cannot use this form
particulars of a charge f
company To do this, ple
form MG01s

WEDNESDAY



A08 *A1BXN9MZ* 27/06/2012 #450
COMPANIES HOUSE

1 Company details

Company number 0 4 0 4 6 7 2 4

Company name in full Tensator Limited

1 2 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 d 1 d 5 m 0 m 6 y 2 y 0 y 1 y 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 A Debenture dated 15 June 2012 (the "Debenture") between Re Tensator Holdings Limited,
Tensator Holdings Ltd, Tensator Group Limited and Tensator Limited (each referred to as a
"Chargor" and together the "Chargors") and Wilmington Trust (London) Limited in its capacity as
security agent and trustee for the Secured Parties (the "Security Agent")

For all definitions under this Form MG01, please see the continuation pages

4 Amount secured

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

Amount secured Each Chargor shall pay each of its Secured Obligations when due
and payable in accordance with the terms of the Finance Documents
"Secured Obligations" means all present and future obligations and
other liabilities of any nature of each Chargor due, owing or incurred
under or in connection with the Finance Documents (or any of them),
to the Secured Parties (including under any amendments,
supplements or restatements of any of the Finance Documents or in
relation to any new or increased advances or utilisations thereunder)
and whether indebtedness or liabilities originally owed to all or any of
the Secured Parties actual or contingent, matured or not matured,
liquidated or unliquidated, whether incurred solely or jointly and/or
severally or in any other capacity whatsoever and whether as
principal or surety, in any currency, including all interest accruing
thereon as before judgment, and all costs, charges and expenses (to
the extent payable by the relevant Chargor pursuant to the terms of
the Finance Documents) incurred in connection therewith

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 | |
| Name | Wilmington Trust (London) Limited |
| Address | 1 King's Arms Yard London |
| Postcode | E C 2 R 7 A F |
| Name | |
| Address | |
| Postcode | |

Continuation page
Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

| | |
|--|--|
| Please give the short particulars of the property mortgaged or charged | |
|--|--|

Continuation page
Please use a continuation page if you need to enter more details.

| | |
|-------------------|--|
| Short particulars | <p>Fixed Charges</p> <p>(a) With the exception of the Excluded Assets, each Chargor, with full title guarantee and as continuing security for the payment of the Secured Obligations, charges, in favour of the Security Agent</p> <p>(i) by way of first fixed charge all its Intellectual Property,</p> <p>(ii) by way of first fixed charge all its goodwill (both present and future),</p> <p>(iii) by way of first fixed charge all its Book Debts,</p> <p>(iv) by way of first fixed charge all of its Bank Balances, to the extent that they are not effectively assigned pursuant to Clause 3 2(a) (Assignments) below,</p> <p>(v) by way of first fixed charge all its Accounts, to the extent that they are not effectively assigned pursuant to the Assignment clause below,</p> <p>(vi) by way of first fixed charge all its Insurance Policies, to the extent that they are not effectively assigned pursuant to the Assignments clause below, and</p> <p>(vii) by way of first fixed charge all its right, title and interest in the Material Contracts, to the extent not effectively assigned pursuant to the Assignments clause below</p> <p>(b) Each of Re Tensator Holdings Limited, Tensator Holdings Ltd, Tensator Group Limited and Tensator Limited with full title guarantee and as continuing security for the payment of the Secured Obligations, grants in favour of the Security Agent a first legal mortgage by way of assignment, all its Shares and their Related Rights</p> <p>Assignments</p> <p>(a) With the exception of the Excluded Assets, each Chargor, with full title guarantee and as continuing security for the payment of the Secured Obligations, assigns absolutely (subject to the reassignment on Redemption to the Security Agent all rights, title and interest in (i) its Bank Balances, (ii) its Accounts, (iii) its Insurance Policies and all proceeds and benefits (including all claims of any nature and any returns or premium) in respect of the Insurance Policies, and (iv) each Material Contract, together with the benefit of all its rights, claims and remedies in respect thereof</p> <p>(b) Until the Security Agent serves a notice to the contrary, the Chargor shall be entitled to exercise all its rights in the Material Contracts, subject to the other provisions of this Debenture</p> <p>(Please see attached continuation sheet)</p> |
|-------------------|--|

Short particulars of all the property mortgaged or charged (continued)

1. Floating Charge

1 1 Creation of Floating Charge

With the exception of the Excluded Assets, each Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations hereby charges in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of floating charge the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, charged or assigned to the Security Agent by way of fixed charge (collectively the "Floating Charge Property")

1 2 Qualifying Floating Charge

- (a) The floating charge created by the Chargor is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the Security Agent may appoint an Administrator to the relevant Chargor pursuant to that paragraph

1 3 Conversion of Floating Charge by Notice

If, at any time

- (a) any Event of Default which is continuing has occurred, or
- (b) the Security Agent reasonably believes that any asset of a Chargor is in danger of being seized or sold under any form of distress, execution or other similar process, or
- (c) the Security Agent reasonably believes that it is necessary in order to do so to protect the priority of the security created under this Debenture,

then without prejudice to the provisions of relating to the *Automatic Conversion of Floating Charge* outlined at 1 4 below, the Security Agent may, by notice in writing to the relevant Chargor, convert the floating charge granted by it under this Debenture into a fixed charge in relation to the assets specified in such notice (which assets need not be exclusively those assets which are in danger of seizure or sale) and the Security Agent shall further be entitled (but not bound) to take possession of or appoint a Receiver of such assets

1 4 Automatic Conversion of Floating Charge

If

- (a) any Chargor takes any steps to create any security interest in breach of the *negative pledge* provisions of each of the Note Agreements over any of the Floating Charge Property, or
- (b) any person levies any distress, execution, sequestration, attachment or other process against any of the Floating Charge Property,

then in the absence of any notice or other action by the Security Agent pursuant to Clause 1 3 above (*Conversion of Floating Charge by Notice*), the floating charge over the relevant Charged Asset shall automatically operate as a fixed charge immediately upon the occurrence of such event

2. Further Assurance And Additional Obligations

2 1 Further Assurance

Each Chargor shall, at the request of the Security Agent (acting reasonably) and at the cost of such Chargor, forthwith do all acts and things and execute in favour of the Security Agent, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Security Agent may reasonably require or may be necessary, in order to

- (a) protect, preserve, or perfect the security intended to be conferred on the Security Agent by or pursuant to this Debenture,
- (b) facilitate the realisation of all or any of the Charged Asset and exercise all of the rights and powers conferred on the Security Agent, any Receiver or any delegate or either of the same for the purpose thereof or in connection therewith,
- (c) facilitate the exercise of any and all rights, powers, authorities and discretions intended to be vested in the Security Agent, or any Receiver by or pursuant to this Debenture, or
- (d) facilitate the realisation of any Security, fixed charge or assignment after such Security or security interest has become enforceable or the exercise of any right, power or discretion in relation to any Charged Asset vested in the Security Agent, any Receiver or any Delegate upon such enforcement

2.2 The Excluded Assets shall not be subject to any Security created pursuant to this Debenture and shall not constitute Charged Assets

3. **NEGATIVE PLEDGE**

Except as permitted under paragraph (c) below

- a) No Obligor shall (and the Parent shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets
- b) No Obligor shall (and the Parent shall ensure that no other member of the Group will)
 - i sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor,
 - ii sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - iii enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
 - iv enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset
- c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, which is Permitted Security

4. **CONSOLIDATION OF ACCOUNTS AND SET-OFF**

- (a) In addition to any general lien or similar rights to which they may be entitled by operation of law, each of the Secured Parties shall have the right at any time and without notice to any Chargor to combine or consolidate all or any of the Chargors' then existing accounts with, and liabilities to, each of such Secured Parties and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargors to each of such Secured Parties on any other account or in any other respect
- (b) The liabilities referred to in this clause may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause may be denominated in any currency

Definitions not already defined

In this Form MG01

"Accounts" means, in relation to any Chargor, all current, deposit and other accounts of that Chargor with any bank or other financial institution in which it now, or from time to time, has an interest other than any Excluded Asset

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"Ancillary Facilities" means each of the facilities provided by Lloyds TSB Bank plc and/or HSBC Bank plc as described on Schedule 12 4 attached hereto provided that the aggregate amount of such facilities (when taken together) shall not at any time exceed \$3,000,000 (or its equivalent in other currencies)

"Ancillary Facility Collateral" means any cash on deposit in an account or accounts of Tensator Holdings Ltd with HSBC Bank plc and/or Lloyds TSB Bank plc which cash has been pledged to secure the Ancillary Facilities (or either of them) provided that (i) the account details of each such account have been provided to the Holders within 5 Business Days of the establishment of such account and (ii) the Holders shall have the benefit of a second lien on all such accounts (other than the account securing the ancillary facility with Lloyds TSB Bank plc in respect of the Bond so long as the amount held in such account does not exceed £50,000 (or its equivalent in other currencies)) pursuant to documentation satisfactory to the Required Holders at all times commencing upon the earlier to occur of (A) 90 days following the Closing Date, (B) the date on which the aggregate amount of cash held in all of such deposit accounts exceeds \$1,000,000 (or its equivalent in other currencies), and (C) the date on which all Ancillary Facilities (other than the ancillary facility with Lloyds TSB Bank plc in respect of the Bond are held with HSBC Bank plc and (iii) the amount of cash on deposit in such account or accounts does not at any time exceed \$3,000,000 (or its equivalent in other currencies) For the purposes of this definition, **"Bond"** means

- (a) the bond issued by Lloyds TSB Bank plc to HM Revenue & Customs on behalf of Tensator Limited,
- (b) the bond issued by Lloyds TSB Bank plc to National Bank of Egypt on behalf of Tensator Limited with an expiry date of 5 August 2012,
- (c) the bond issued by Lloyds TSB Bank plc to National Bank of Egypt on behalf of Tensator Limited with an expiry date of 27 August 2012,
- (d) the bond issued by Lloyds TSB Bank plc to National Bank of Bahrain BSC on behalf of Tensator Limited with an expiry date of 31 March 2013, and
- (e) the bond issued by Lloyds TSB Bank plc to Commercial Bank of Qatar Ltd on behalf of Tensator Limited with an expiry date of 30 June 2012

"Bank Balances" means all amounts now or subsequently standing to the credit of, or accrued or accruing on, the Accounts which any Chargor has, or has an interest in, with any person (including interest) and the debts represented thereby

"Book Debts" means, in relation to any Chargor, all its book and other debts, all its account receivables, all other rights it has to receive money and all other amounts, now, or from time to time, due, owing or payable to it and the benefit of all related guarantees, indemnities, negotiable instruments, rights and security interests of any kind

"Charged Assets" means the property, assets and income mortgaged, assigned or charged to the Security Agent (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to this

Debenture and each and every part of such property, assets and income.

"Company Intra-Group Loan Agreement" means the loan agreement in the agreed form between Tensator Holdings Ltd as issuer and certain other members of the Group pursuant to which those members of the Group have or may make available a facility to the Tensator Holdings Ltd and each other applicable member of the Group

"Delegate" means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 14.6 of the Debenture which states that

(i) The Security Agent or any Receiver may delegate in any manner to any person it may think fit any right, power or discretion exercisable by it under this Debenture

(ii) Any such delegation may be made upon such terms, consistent with the terms of the Finance Documents (including power to sub-delegate), as the Security Agent may think fit acting reasonably

(iii) The Security Agent shall not be in any way liable to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any Delegate save in the case of its gross negligence or wilful misconduct

"Event of Default" means any event or circumstance specified as such in Section 9 of the Senior Note Agreement or Section 9 of the Senior Subordinated Note Agreement (as applicable)

"Excluded Asset" means the Ancillary Facility Collateral and all Related Rights

"Finance Documents" means

- a) the Senior Subordinated Note Agreement
- b) The Series A Term Notes, if any, to be purchased by such Purchaser
- c) The Series B Term Notes, if any, to be purchased by such Purchaser
- d) The Series C Term Notes, if any, to be purchased by such Purchaser
- e) The Revolving Notes, if any, to be issued to such Purchaser
- f) The Intercreditor Agreement
- g) The Subordinated Transaction Documents
- h) The Company Intra-Group Loan Agreement executed by the parties to that Agreement
- i) The Debenture
- j) Share pledge in respect of Tensator GmbH (Germany)
- k) Share pledge in respect of Tensator North America Inc (USA)
- l) Share pledge in respect of Tensator SAS (France)
- m) Share pledge in respect of Tensator Inc (formerly Lawrence Metal Products Inc)
- n) Security agreement in accordance with UCC Article 9
- o) Account control agreements with relevant banks
- p) Patent and trademark security agreement Article 9 UCC
- q) Security assignment agreement re receivables
- r) Accounts pledge agreement
- s) Security trust agreement
- t) Secretaries certificates in respect of Tensator North America Inc (formerly Tensator, Inc) and Tensator Inc (formerly Lawrence Metal Products Inc) in a form agreed by and with annexures agreed by the US Obligor's and the Purchaser's respective US counsel

- u) In relation to the US Obligors, all Uniform Commercial Code financing statements or other required filings or notices deemed necessary or appropriate by such Purchaser to perfect the Security in favour of the Security Agent arising under the Finance Documents in any applicable jurisdiction and delivered by the US Obligors, as applicable, to be recorded with the appropriate filing offices
- v) In relation to any Obligor not incorporated in England and Wales or Scotland, such documentary evidence as legal counsel to the Purchasers may require, that such Obligor has complied with any law in its jurisdiction relating to the financial assistance or analogous process

"Finance Party" means each Purchaser, each Junior Note Purchaser, the Security Agent and any Delegate

"Group" means the Parent, Tensator Holdings Ltd, Tensator Group Limited and each of their respective Subsidiaries for the time being

"Holder" means each holder of a Note

"Insurance Policies" means, in relation to any Chargor, those insurance policies of that Chargor as are more particularly described in Schedule 5 of the Debenture (*Insurance Policies*)

"Intellectual Property" means all patents, trademarks, service marks, all brand and business names, all copyrights (including any rights in computer software) and rights in the nature of copyright, all design rights, all registered designs, all logos, get-up, inventions (including any software), topography and similar rights, database rights, domain name rights, all trade secrets, know-how and all other intellectual property rights owned by each Chargor throughout the world and any interests (including by way of licence) of each Chargor in any of the foregoing (whether or not registered and including all applications for the same and any associated goodwill and all rights to bring proceedings for infringement) and all rights under any agreements entered into by or for the benefit of each Chargor relating to the use or exploitation of any such rights

"Intercreditor Agreement" means the intercreditor agreement between the Senior Holders (as defined in the Intercreditor Agreement), the Junior Holders (as defined in the Intercreditor Agreement), the Original Investor (as defined in the Intercreditor Agreement), the Parent, Holdings, the Original Advisor (as defined in the Intercreditor Agreement), the Intra-Group Lenders (as defined in the Intercreditor Agreement), the Original Obligors (as defined in the Intercreditor Agreement) and the Security Agent dated on or about the date of this Debenture

"Investment" means any debenture, bond, share (other than Shares), stock, certificate of deposit or other security or investment now or in the future owned at law or in equity by the Chargor and all dividends, interest and other moneys paid or payable in respect thereof and all rights, money and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise

"Material Contracts" means the contracts specified in Schedule 4 of this Debenture (*Material Contracts*) and any derivative instrument entered into at the time

"Note Agreements" means each of the Senior Note Agreement and the Subordinated Agreements, or any of them

"Obligor" means collectively, the Parent, Tensator Holdings Ltd, Tensator Group Limited, Tensator Limited, a limited company organized under the laws of England and Wales, Tensator North America Inc (formerly Tensator, Inc), a corporation organized under the laws of the State of New York, Tensator Inc (formerly Lawrence Metal Products Inc), a corporation organized under the laws of the State of New York, and Tensator GmbH, a limited liability company incorporated under the laws of the Federal Republic of Germany and Newvision and any Additional Guarantors as defined in the Senior Note Agreement and Senior Subordinated Note Agreement

"Party" means a party to this Debenture

"Purchaser(s)" means the Senior Note Purchaser and the Subordinated Notes Purchasers or any one of them

"Receiver" means an administrative receiver or a receiver appointed pursuant to the provision of this Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager

"Redemption" means

(i) The Security Agent shall on the date on which it is satisfied (acting reasonably) that all the Secured Obligations have been irrevocably and unconditionally paid and discharged in full and no further Secured Obligations are capable of becoming, outstanding (the **"Release Date"**) or following receipt of a notice under paragraph (b) below, take all reasonable steps to release and/or re-assign the Charged Assets from the charges as soon as reasonably practicable

(ii) If a Chargor is entitled to, under the terms of the Finance Documents, require the release of the charges, it shall give the Security Agent not less than 5 Business Days' prior notice in writing requesting release of the Charges, *provided that*, any release of

(iii) Security granted by a Chargor over the Shares which is necessary to implement the provisions of the Note Agreements, or

(iv) Security over any Charged Asset disposed of in accordance with the Note Agreements as a Permitted Disposal,

shall be automatic

All documents which are necessary in connection with the redemption of the charges or the transfer of the Charged Assets back to the relevant Chargor shall be in such form as the Security Agent shall reasonably require

"Related Rights" means

(a) any distribution, dividend or interest paid or payable in relation to any of the Shares,

(b) any stock, shares, securities, rights, monies or property accruing or offered at any time (whether by way of rights issue, repurchase, redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of its Shares or in substitution or exchange for, or otherwise derived from, any of the Shares,

(c) any dividend, interest or other income in respect of any asset referred to in paragraph 0 above, and

(d) any indemnity in respect of payments made and personal liabilities incurred in the conduct of the business of, or in or about anything done for the preservation of the business or property of, a Chargor

"Required Holder(s)" means the Holder or Holders of greater than 50% of the aggregate principal amount of the Notes or any series of Notes (as applicable) from time to time outstanding (exclusive of Notes then owned by the Issuer or any of its Affiliates)

"Required Holder(s)" means the Holder or Holders of greater than 50% of the aggregate principal amount of the Notes or any series of Notes (as applicable) from time to time outstanding (exclusive of Notes then owned by the Issuer or any of its Affiliates)

"Secured Parties" means the Security Agent, each Purchaser and each Purchaser from time to time party to the Note Agreements, and any Receiver or Delegate and **"Secured Party"** shall mean any one of them

"Security" means a mortgage, land charge, charge, pledge, lien, assignment or transfer for security purposes, retention of title arrangement or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Interest" 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

"Senior Note Agreement" means a US \$10,500,000 series A senior floating rate secured term notes due 15 June 2017 (the **"Series A Term Notes"**), €8,373,205 74 series B senior floating rate secured term notes due June 2017 (the **"Series B Term Notes"**), £5,784,805 26 series C senior floating rate secured term notes due June 2017 (the **"Series C Term Notes"**) and \$2,500,000 senior floating rate secured revolving notes due June 2017 (the **"Revolving Notes"**), senior note agreement dated 15 June 2015 and made between, amongst others, the Chargors, The Prudential Insurance Company of America (the **"Senior Note Purchaser"**) and the Security Agent

"Senior Subordinated Note Agreement" means a US \$15,000,000 senior subordinated note (**"Senior Subordinated Notes"**) agreement dated 15 June 2012 and made between, amongst others, (1) the Chargors, (2) the The Prudential Insurance Company of America, Prudential Retirement Insurance and

..
..
Annuity Company and Pruco Life Insurance Company of New Jersey (the "Subordinated Notes Purchasers") and (3) the Security Agent

"Shares" means all the issued shares in the companies that are listed and described as follows

| <u>Chargor</u> | <u>Shares held in</u> | <u>Number/Percentage of Shares</u> |
|----------------|---|------------------------------------|
| Parent | Holdings | 100% |
| Holdings | Company | 100% |
| Company | Limited | 100% |
| Company | Tensabarrier Limited (Co number 03963985) | 100% |

"Subordinated Transaction Documents" means "Finance Documents" in the Senior Subordinated Note Agreement

"US Obligors" means, either or both, as the context requires, of Tensator North America Inc (formerly Tensator, Inc) and Tensator Inc (formerly Lawrence Metal Products Inc)

The term "Notes" as used herein shall include the Series A Term Notes, the Series B Term Notes, the Series C Term Notes, the Revolving Notes and the Senior Subordinated Notes

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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

N/A

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 *Bryan McCutcheon (Kondar) 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 **Margaret Murray**

Company name **Bingham McCutchen (London) LLP**

Address **41 Lothbury**

Post town **London**

County/Region

Postcode **E C 2 R 7 H F**

Country **United Kingdom**

DX

Telephone **020 7661 5478**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4046724
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JUNE 2012
AND CREATED BY TENSATOR LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO
THE SECURED PARTIES 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 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JUNE 2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES