

MG01

Particulars of a mortgage or charge

219778/13



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 for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

TUESDAY



LN0E7L2G

LD2

22/06/2010

51

COMPANIES HOUSE

1

Company details

Company number

0 4 1 5 9 9 0 7

Company name in full

Quartix Limited (the "Charging Company")

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 d4 m0 m6 y2 y0 y1 y0

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

Key-man Policies Assignment dated 14 June 2010 made between the Charging Company (1) in favour of Bank of Scotland Plc (in its capacity as Security Trustee for the Finance Parties (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the "Assignment")

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 and whether incurred as principal or surety or in any other capacity whatsoever) of the Charging Company to all or any of the Finance Parties in each including principal, interest, commission, fees, costs, expenses and other charges (the "Secured Sums")

Reference to any Finance Document (as defined in the Continuation Pages to Section 6 of this form MG01) includes references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

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	Bank of Scotland Plc
Address	(in its capacity as Security Trustee for the Finance Parties) The Mound, Edinburgh
Postcode	E H 1 1 Y Z
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

In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Assignment unless otherwise specified. References in this Form MG01 to the Assignment or to any other document (including any Finance Document) include reference to the Assignment, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Assignment and which must be read as part of those charges.

Particulars of property charged

- 1 As a continuing security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely, and agreed to assign absolutely, to the Security Trustee all its right, title and interest in and to the proceeds of the Policies (including return premium, return commission, bonus payments, claim recoveries, whether interim or final, and any amounts agreed to be paid by insurers to commute further liability under the Policies, in each case whether any such payment is made pursuant to a judgement, or settlement, or without prejudice to insurer's rights, or ex gratia and whether already accrued at the Assignment Date or becoming payable thereafter).

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

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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

None

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 866).

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 870). 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 *Hogan Wells, Director* 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 Ref F3SF/F1CH/19558 08653

Company name Hogan Lovells International LLP

Address Atlantic House

50 Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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

MG01 - continuation page

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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

CONTINUATION PAGE 1

Covenants and Restrictions contained in the Assignment

1 By Clause 4.2 (*Policy covenants*), the Charging Company undertook to the Security Trustee that:

- (a) it will not do or omit to do anything which may render any Policy void or voidable or which prevents the Security Trustee from receiving the moneys payable under the Policies or any part of the Policies and if any Policy becomes voidable it will immediately (at the Charging Company's own sole cost) do all such things as may be necessary for facilitating that it is not avoided; and
- (b) it shall not, without the prior written consent of the Security Trustee (and with the exception of the Permitted Security Rights) create, or agree or attempt to create, or permit to subsist, any Security Right or any trust over any of the Policies or their proceeds

CONTINUED ON CONTINUATION PAGE 2

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CONTINUATION PAGE 2

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

"Assignment Date" means 14 June 2010

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 14 June 2010 relating to those documents listed therein and made between, among others, Bank of Scotland PLC (as Senior Agent, Senior Lender, Hedging Bank and Security Trustee), the Parent, the Charging Company and the persons and entities listed in Schedule 1 of the agreement as the Equity Investors (as defined therein)

"Common Terms Agreement" means the common terms agreement dated 29 January 2008 between, among others, Bank of Scotland PLC (as Senior Agent, Senior Lender, Hedging Bank, Security Trustee, mezzanine agent, mezzanine lender, investor loan agent and investor lender), the Parent and the Charging Company and amended and restated on or about the Assignment Date

"Facilities Agreement" means the senior facility letter dated 29 January 2008 between Bank of Scotland PLC (as Senior Agent and Senior Lender) and the Parent as amended and restated on or about the Assignment Date

"Fees Letter" has the meaning ascribed to it in the Common Terms Agreement

"Finance Documents" means the Facilities Agreement, the Amendment and Restatement Agreement, the Common Terms Agreement, the Security Documents (including the Assignment), the Fees Letter, the Hedging Arrangements, the Intercreditor Deed, any Transfer Certificate delivered pursuant to the Common Terms Agreement, any deed of accession to any Finance Documents and any other document entered into by any Obligor in connection with any of the foregoing and any variation to it, and any other document or agreement entered into from time to time which is designated as such by the Parent and the Security Trustee

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"Finance Party" means the Senior Agent, the Senior Lender, the Security Trustee and the Hedging Bank

"Full Group Security" means guarantees in favour of the Funders (or the Security Trustee on their behalf) from each Group Company on account of the obligations of each other Group Company to such Funders and any other security (fixed or floating) which the Funders may require.

"Funders" means the Senior Agent and the Senior Lenders (each a "Funder")

"Group" means, at any time, the Borrower and its Subsidiaries (each a "Group Company")

"Hedging Arrangements" means such interest rate protection agreements (with the Hedging Bank) regarding the exposure of the Borrower to interest rates or foreign exchange as may be agreed between the Parent and the Senior Agent from time to time

"Hedging Bank" means Bank of Scotland Plc and its successors and assigns (whether immediate or derivative).

"Intercreditor Deed" means the intercreditor deed dated 29 January 2008 made between, among others, Bank of Scotland PLC (as Senior Agent, Senior Lender, Hedging Bank, Security Trustee, mezzanine agent, mezzanine lender, investor loan agent, investor lender), the persons listed in Schedule 1 therein as earn out creditors, the persons listed in Schedule 2 therein as loan note holders, the persons listed in Schedule 3 therein as original equity investors, the Parent and the Charging Company as amended and restated on or about the Assignment Date

"Key-Man Policies" means the insurance policies effected by the Charging Company in respect of the lives, disability and critical illness of the persons referred to in Schedule 1 (Key-Man Policies) in the amount and for the terms set against the name of each person.

"Parent" means Quartix Holdings Limited a limited liability company incorporated in England and Wales under the Act with registered number 06395159

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"Permitted Security Rights" means (i) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading (ii) Security Rights arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading and (iii) Security Rights granted in terms of the Finance Documents, or with the prior written approval of the Senior Agent

"Policies" means the Key-Man Policies and all other new or substituted policies whatsoever relating to or substituted for the Key-Man Policies or otherwise assigned to the Security Trustee in accordance with the terms of the Assignment

"Obligors" means the Parent and any Subsidiary of the Parent which has granted Full Group Security (each an **"Obligor"**)

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and whether incurred as principal or surety or in any other capacity whatsoever) of the Charging Company to all or any of the Finance Parties in each including principal, interest, commission, fees, costs, expenses and other charges

"Security Documents" has the meaning ascribed to it in the Common Terms Agreement

"Security Right" means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking

"Security Trustee" means Bank of Scotland PLC acting as security trustee for the Finance Parties including any successor appointed by the Finance Parties pursuant to the Finance Documents

"Senior Agent" means, Bank of Scotland Plc in its capacity as agent for the Senior Lenders and its successors and assigns (whether immediate or derivative)

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"Senior Facility" has the meaning ascribed to it in the Common Terms Agreement

"Senior Lenders" means, at any time, the persons having participations at such time in the Senior Facility and the Term Loan (each a "Senior Lender")

"Subsidiary" means:

(i) a subsidiary, as defined in Section 1159 of the Companies Act 2006, and

(ii) a subsidiary undertaking, as defined in Section 1162 of the Companies Act 2006

"Term Loan" means, at any time, the principal amount outstanding at such time under the Senior Facility

"Transfer Certificate" means, at any time, the form of transfer certificate promulgated at such time by the Loan Market Association (or other relevant body for the transfer of loans and participations in loans)



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

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

**COMPANY NO. 4159907
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A KEY-MAN POLICIES ASSIGNMENT
DATED 14 JUNE 2010 AND CREATED BY QUARTIX LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO ALL OR ANY OF THE FINANCE 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 22 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JUNE 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES