

MG01

Particulars of a mortgage or charge



226932/13

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

FRIDAY



A20C4ZWY

A09

18/01/2013

#259

COMPANIES HOUSE

1

Company details

Company number 0 7 7 8 6 6 6 7

Company name in full Bridgepoint Funding III A Limited (the "Charging Company") ✓

For official use

2

→ 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 d0 d9 m0 m1 y2 y0 y1 y3 /

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 (the "Debenture") dated 9 January 2013 made by the Charging Company in favour of
Lloyds TSB Bank plc (the "Lender") ✓

4

Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section
6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation
Pages to Section 6 of this Form MG01) includes reference 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

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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	✓ Lloyds TSB Bank plc (and its successors in title, permitted assigns	
Address	and permitted transferees), 10 Gresham Street, London	
Postcode	E C 2 V 7 A E	
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	<p>In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, 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.</p> <p>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 Debenture and which must be read as part of those charges.</p> <p>The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Lender all its rights, title and interest from time to time in respect of the Hedging Agreements</p> <p>2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Lender by way of fixed charge</p> <p>(a) all Land which is at the Debenture Date, or in the future becomes, its property,</p> <p>(b) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,</p> <p>(c) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the provisions of Clause 3.2,</p> <p style="text-align: right;">Please see Continuation Page 1</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

Continuation Page 1

- (d) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (e) all Specified Investments held or beneficially owned by it at the Debenture Date, including all proceeds of sale derived from them,
- (f) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (g) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
- (h) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
- (i) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Lender, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,
- (j) all its goodwill and uncalled capital for the time being,
- (k) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (l) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (m) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (n) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (o) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (k) to (n) inclusive of Clause 3 2,
- (p) all trade debts at the Debenture Date or in the future owing to it,
- (q) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,

Please see Continuation Page 2

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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>Continuation Page 2</p> <p>(r) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (<i>Assignments</i>),</p> <p>(s) all its interests and rights (if any) in or to any money at any time standing to the credit of any bank account,</p> <p>(t) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,</p> <p>(u) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture, and</p> <p>(v) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them</p> <p>2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Lender by way of floating charge</p> <p>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (<i>Assignments</i>) or charged by any fixed charge contained in Clause 3 2 (<i>Fixed Security</i>), including any Assets comprised within a charge which is reconverted under Clause 4 4 (<i>Reconversion</i>), and</p> <p>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,</p> <p>but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking <i>pari passu</i> with or subject to, this floating charge) or take any other step referred to in Clause 7 (<i>Negative pledge and other restrictions</i>) with respect to any such Asset, and the Charging Company shall not, without the consent of the Lender, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)</p> <p>Covenants and Restrictions contained in the Debenture</p> <p>1 By Clause 6 (<i>Collection of Receivables</i>), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into an account specified from time to time by the Lender in consultation with the Charging Company. The Charging Company shall, pending such payment, hold all money so received upon trust for the Lender</p> <p style="text-align: right;">Please see Continuation Page 3</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 3

- 2 (a) By Clause 7 (*Negative Pledge and other restrictions*), the Charging Company agreed that, except as permitted under paragraph (b) below, it would not
- (i) create or permit to subsist any Security over any of its assets
 - (ii) sell, transfer or otherwise dispose of any of its receivables
 - (iii)
 - (1) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other Obligor,
 - (2) 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
 - (3) 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. A transaction referred to in this paragraph (iii) is termed "**Quasi Security**".
- (b) Paragraph (a) above does not apply to any Security or (as the case may be) Quasi-Security, which is
- (i) Permitted Security, or
 - (ii) granted under the Finance Documents
- 3 By Clause 11.2 (*Negative Covenants*), the Charging Company agreed that it would not, without the prior written consent of the Lender
- (a) save in the ordinary course of business, carry out any building work on its Land, or make any material structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it in each case if any such action would be reasonably likely to materially adversely affect the value of such Land,
 - (b) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to materially affect adversely its value or the value of the Security constituted by the Debenture over it,
 - (c) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land or agree to do so if any such action would be reasonably likely to materially adversely affect the value of such Land,

Please see Continuation Page 4

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	Short particulars of all the property mortgaged or charged	
Short particulars	<div style="border: 1px solid black; padding: 5px;"> <p>Please give the short particulars of the property mortgaged or charged</p> <p>Continuation Page 4</p> <ul style="list-style-type: none"> (d) extend, renew on substantially different terms or substantially vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture, (e) make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture, (f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents, or (g) share the occupation of any Land with any other person or agree to do so to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture <p style="text-align: center;">Definitions</p> <p>In this Form MG01, the following expressions have the following meanings respectively set out below</p> <p>"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them</p> <p>"Borrower" means the Original Borrower or an Additional Borrower (as defined in the Facility Agreement) unless it ceases to be a Borrower in accordance with 28 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"Debenture Date" means 9 January 2013</p> <p>"Derivative Rights" includes</p> <ul style="list-style-type: none"> (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise, (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and (c) stock, shares and securities offered in addition to or in substitution for any Investments <p>"Existing Security" has the meaning given to it in the Facility Agreement</p> <p style="text-align: right;">Please see Continuation Page 5</p> </div>	

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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

Continuation Page 5

"Facility Agreement" means the revolving credit facility agreement dated on or around the Debenture Date and made between, amongst others, the Charging Company as the borrower and the Lender as the lender

"Finance Documents" means the Facility Agreement, the Debenture, any Guarantee, any Resignation Letter, any Hedging Agreement, any Utilisation Request, any Selection Notice, any Compliance Certificate and any other document designated as a **"Finance Document"** by the Lender and the Obligors' Agent (each term as defined in the Facility Agreement, unless otherwise defined in this form MG01)

"Financial Indebtedness" has the meaning given to it in the Facility Agreement

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed Security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise

"General Partner" means Bridgepoint Europe III (GP) Limited (company number 05369383), a company whose registered office is at 30 Warwick Street, London W1B 5AL (as the general partner of each Partnership)

"Group" means the Charging Company and its Subsidiaries for the time being

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement for the purpose of hedging interest rate liabilities and/or exchange rate risks or any other document evidencing a foreign exchange or interest rate transaction,

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Manager" means Bridgepoint Advisers Limited (company number 03220373), a company incorporated in England and Wales whose registered office is at 30 Warwick Street, London W1B 5AL (as the manager of each Partnership and the General Partner)

Please see Continuation Page 6

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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

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"Obligor" means each Partnership (acting by the Manager), the Borrower, the General Partner and the Manager

"Original Borrower" means Bridgepoint Funding III A Limited (company number 07786667), a company incorporated in England and Wales whose registered office is at 30 Warwick Street, London W1B 5AL

"Partnership" means each of the following limited partnerships, registered in England and Wales with the number indicated in brackets

- (a) Bridgepoint Europe III 'A' LP (LP010313),
- (b) Bridgepoint Europe III 'B' LP (LP010314),
- (c) Bridgepoint Europe III 'C' LP (LP010315),
- (d) Bridgepoint Europe III 'D' LP (LP010316), and
- (e) Bridgepoint Europe III 'E' LP (LP010317)

"Permitted Security" means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Obligor,
- (b) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to an Obligor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Obligor,
- (c) the Existing Security (as defined in the Facility Agreement), and
- (d) any Security given with the prior written consent of the Lender,

"Receivables" means all sums of money receivable by the Charging Company at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed Security*)

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to the Lender under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

Please see Continuation Page 7

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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 7

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

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Lender or its nominee or to its order, or
- (c) the Charging Company has deposited certificates for with the Lender or which, if uncertificated, are held in an escrow or other account in favour of the Lender or its nominee

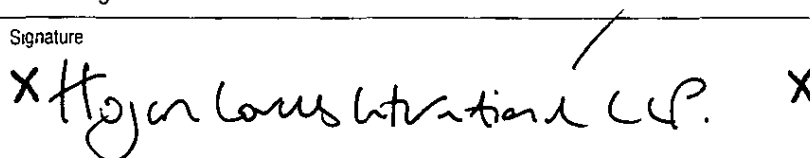
"Subsidiary" means an entity of which a person

- (a) has direct or indirect Control, or
- (b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or
- (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares

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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 <ul style="list-style-type: none">- 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	Not Applicable	
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  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 F3MJC/FULLERLI/0143L 05994

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7786667
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 JANUARY
2013 AND CREATED BY BRIDGEPOINT FUNDING III A LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LLOYDS TSB BANK PLC (AND ITS
SUCCESSORS IN TITLE, PERMITTED ASSIGNS AND PERMITTED
TRANSFEREES) 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
18 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2013

DX

