

MR01

Particulars of a charge



Companies House



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A fee is be payable with
Please see 'How to pay' c

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT**
You may not use this form to
register a charge where the
instrument. Use form MR01

THURSDAY



A15 *A86L9Z36* 30/05/2019 #229
COMPANIES HOUSE

**This form must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 7 9 6 6 5 9 4 /

Company name in full GETRONICS SERVICES UK LIMITED /

0009 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 Charge creation date

Charge creation date 2 9 0 5 2 0 1 9 /

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name CORTLAND FINANCIAL SERVICES LIMITED (as collateral agent) ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p> <p>The Babbage Centre, the Heath Business & Technical Park, Heath Road, Runcorn, Cheshire WA7 4QX registered at HM Land Registry with title number CH502111 and all Related Rights.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p><input checked="" type="checkbox"/> <i>Kirkland & Ellis International LLP</i> <input checked="" type="checkbox"/></p> <p>This form must be signed by a person with an interest in the charge.</p>	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Luke Newling

Company name Kirkland & Ellis International LLP

Address 30 St Mary Axe

Post town LONDON

County/Region

Postcode E C 3 A 8 A F

Country

DX

Telephone 020 7469 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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7966594

Charge code: 0796 6594 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2019 and created by GETRONICS SERVICES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2019.



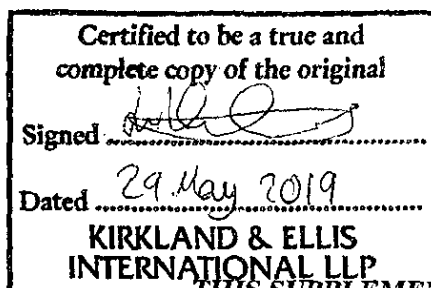
Given at Companies House, Cardiff on 5th June 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



EXECUTION VERSION

SUPPLEMENTAL MORTGAGE

THIS SUPPLEMENTAL DEED is made on 29 May 2019 (the "Supplemental Mortgage")

BETWEEN:

- (1) **GETRONICS SERVICES UK LIMITED**, a company incorporated in England and Wales with registered number 07966594 and having its registered office at Holland House, 4 Bury Street, London, England, EC3A 5AW (the "**Chargor**"); and
- (2) **CORTLAND FINANCIAL SERVICES LIMITED** (the "**Collateral Agent**"),

WHEREAS

This Supplemental Mortgage is supplemental to a debenture dated 11 July 2018 and made between the Chargor and Cortland Capital Market Services LLC (the "**Debenture**"). The Collateral Agent was appointed as sub-agent pursuant to the terms of documentation dated 1 May 2019 (as amended). The Collateral Agent holds the benefit of this Supplemental Mortgage on trust for the Second Lien Creditors.

IT IS AGREED and declared as follows:

1. DEFINITIONS

Words and expressions defined in the Debenture shall, unless otherwise defined in this Supplemental Mortgage, have the same meanings in this Supplemental Mortgage. In addition:

"**Supplemental Charged Property**" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created in favour of the Collateral Agent by or pursuant to this Supplemental Mortgage; and

"**Supplemental Real Property**" means the Babbage Centre, the Heath Business & Technical Park, Heath Road, Runcorn, Cheshire WA7 4QX registered at HM Land Registry with title number CH502111 and all Related Rights.

2. INCORPORATION OF PROVISIONS

- (a) The provisions of clauses 1.2 to 1.7 (inclusive), 3.5, 4, 5, 6.2, 6.4, 7.1, 7.4, 9 - 26 (inclusive) of the Debenture shall apply to this Supplemental Mortgage (and the Security constituted by it) as if set out in this Supplemental Mortgage in full except that references in those clauses (and within defined terms in those clauses) to:
 - (i) "Debenture" shall be construed as references to this Supplemental Mortgage;
 - (ii) "Charged Property" shall be construed as references to the "Supplemental Charged Property"; and
 - (iii) in respect of clause 6.2 of the Debenture, "Schedule 1 (*Properties*)" shall be to "the definition of Supplemental Real Property" and in respect of clause and 6.4 of the Debenture, references to "each of the schedules to this Debenture" shall be to "the definition of Supplemental Real Property".
- (b) This Supplemental Mortgage is designated as a Loan Document and constitutes a Security Document.

3. COVENANT TO PAY

The Chargor as primary obligor covenants with the Collateral Agent (for the benefit of itself and the other Second Lien Creditors) that it will on demand pay the Secured Obligations when they fall due for payment.

4. CREATION OF SECURITY

- (a) The Security created under this Supplemental Mortgage is created:
 - (i) in addition and without prejudice to the existing Security created by the Debenture and any other Security Document;
 - (ii) in favour of the Collateral Agent as trustee for the Second Lien Creditors;
 - (iii) as continuing security for the payment and discharge of the Secured Obligations that will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part; and
 - (iv) with full title guarantee, provided that the covenant implied by section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to this Clause 4 (*Creation of Security*), but sections 3(2) and 6(2) of that Act shall not.
- (b) Except as supplemented by this Supplemental Mortgage, the Debenture remains in full force and effect and continues to secure the Secured Obligations.

5. MORTGAGE AND FIXED CHARGE

The Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of second legal mortgage the Supplemental Real Property; and
- (b) by way of second fixed charge all other interests (not effectively charged under paragraph (a) above) in the Supplemental Real Property and the benefit of all other agreement relating to land.

6. PERFECTION OF SECURITY

Title Documents

- (a) The Chargor will promptly deposit with the Collateral Agent (or as it shall direct) all deeds and documents of title relating to all real property mortgaged or charged under this Supplemental Mortgage and, if those deeds and/or documents are with the Land Registry, will promptly deposit them with the Collateral Agent (or as it shall direct) upon their release.
- (b) The Collateral Agent may retain any document delivered to it under this Clause 6 or otherwise until the Security created under this Supplemental Mortgage is released in which case it will return such documents to the Chargor, and, if for any reason the Collateral Agent ceases to hold any such document before that time, it may by notice to the Chargor require that the document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Collateral Agent under paragraph (a) above which is for any reason not so delivered or which is released by the Collateral Agent to the Chargor shall be held on trust by the Chargor for the Collateral Agent.

The Land Registry

- (a) The Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by way of legal mortgage under this Supplemental Mortgage (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Mortgage) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register".

- (b) Subject to the terms of the Facilities Agreement, the Lenders are under an obligation to make further advances to the Chargor (which obligation is deemed to be incorporated into this Supplemental Mortgage) and this security has been made for securing those further advances. The Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Supplemental Mortgage (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Mortgage) that there is an obligation to make further advances on the security of the registered charge.
- (c) If the Chargor fails to make the applications set out in paragraphs (a) and (b) above or if the Collateral Agent gives notice to the Chargor that it will make such applications on its behalf, the Chargor irrevocably consents to the Collateral Agent making such application on its behalf and shall promptly provide the Collateral Agent with all information and fees which the Collateral Agent may request in connection with such application.
- (d) In respect of any of the real property mortgaged or charged under this Supplemental Mortgage title to which is registered at the Land Registry, it is certified that the security created by this Supplemental Mortgage does not contravene any of the provisions of the articles of association of the Chargor.

7. GOVERNING LAW

This Supplemental Mortgage and any non-contractual claims arising out of or in connection with it are governed by and construed in accordance with English law.

8. JURISDICTION

- (e) Subject to paragraph (b) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) (a "Dispute"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (f) The Parties agree that, for the benefit of the Second Lien Creditors only, nothing in this Supplemental Mortgage shall limit the right of the Second Lien Creditors to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Mortgage has been duly executed as a deed on the date first above written.

SIGNATURE PAGES TO SUPPLEMENTAL MORTGAGE

EXECUTED as a DEED by)
GETRONICS SERVICES UK LIMITED)
acting by)

[Redacted Signature]

as Director

Witness:

Christine Pirin

Name:

Address:

Occupation:

GETRONICS BELGIUM, De Kleet laan 12B, Diegem 1831
Company Lawyer Belgium

Notice Details

Address:

Facsimile:

Address:

Occupation: GLOBAL COUNSEL


GETRONICS SERVICES UK Ltd, Holland House, Buny Street 4
LONDON, England, EC3A 5AW
For the attention: Graham Brown

The Collateral Agent

SIGNED for and on behalf of
CORTLAND FINANCIAL SERVICES LIMITED

Authorised Signatory:

Name: Matthew Tybula


Authorised Signatory

Notice Details

Address: 18 St. Swithin's Lane
London EC4N 8AD

Facsimile: +44 (0) 020 3102 7383

Attention: Legal Department

Email: legal@cortlandglobal.com
Notices.EMEA@cortlandglobal.com