

MG01

Particulars of a mortgage or charge

10 7930 113



**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**

You cannot use this  
particulars of a charge  
company To do this  
form MG01s

FRIDAY



LD7 \*L180Z19K\*  
11/05/2012  
COMPANIES HOUSE

base

#46

uk

**1 Company details**

Company number 0 0 6 1 0 0 9 5  
Company name in full Waterstones Booksellers Limited  
(the "Chargor")

25

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 d3 d0 m0 m4 y2 y0 y1 y2

**3 Description**

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

Description A debenture dated 30 April 2012 created by the Chargor in favour of  
Russian Commercial Bank (Cyprus) Ltd as trustee for each of the Finance  
Parties (the "Security Agent") (the "Debenture")

**4 Amount secured**

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

Amount secured In the Debenture, the Chargor has covenanted with  
the Security Agent (as trustee for the Finance  
Parties) to pay, discharge and satisfy the Secured  
Obligations in accordance with their respective  
terms and to indemnify the Finance Parties against  
any losses, costs, charges, expenses and  
liabilities arising from any breach or failure to  
pay, discharge and satisfy the Secured Obligations  
in accordance with their respective terms if and to  
the extent that it is required to indemnify any  
such item under the terms of any relevant Finance  
Document (which indemnified sums shall (if so  
payable) be treated as Secured Obligations for the  
purposes of the Debenture)

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Russian Commercial Bank (Cyprus) Ltd		
Address	2, Amathuntos Street,		
	Limassol, Cyprus		
Postcode	C Y - 3 3 1 0		
Name			
Address			
Postcode			

**6****Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>In the Debenture, the Chargor has assigned and has agreed to assign absolutely with full title guarantee to the Security Agent (as trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to the Relevant Loans, together with all Related Rights</p> <p>In the Debenture, the Chargor has charged with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property</p> <p>The Debenture contains covenants for further assurance and a negative pledge</p> <p>Capitalised terms used throughout this MG01 and not defined herein have been defined in the Definition Schedule</p>	

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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 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

*Alford Unwin*

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 Kaveeta Meir (70-40513844)

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Definitions

"**Accession Letter**" means a document substantially in the form set out in Schedule 8 (*Form of Accession Letter*) of the Facility Agreement

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"**Agent**" means Russian Commercial Bank (Cyprus) Limited.

"**Arranger**" means Russian Commercial Bank (Cyprus) Limited

"**Borrower**" means Waterstones Holdings Limited (registration number 07673642)

"**Borrower Debenture**" means the English law governed debenture granted by the Borrower in favour of the Security Agent, in form and substance acceptable to the Security Agent and the Agent

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"**Facility Agreement**" means the Facility Agreement dated on or about the date of the Debenture between Waterstones Holdings Limited as Borrower, Waterstones Booksellers Limited as Original Guarantor and Russian Commercial Bank (Cyprus) Ltd as Original Lender, Arranger, Agent and Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

"**Fee Letter**" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger, the Agent and/or the Security Agent respectively and the Borrower setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement

"**Finance Document**" means the Facility Agreement, the Security Documents, any Fee Letter, any Accession Letter, the Subordination Agreement, the Personal Guarantee, the Financial Services Mandate Letter, the Letter of Trustee Confirmation and any other document designated as a "Finance Document" by the Agent and the Borrower

"**Finance Party**" means the Agent, the Arranger, the Security Agent or a Lender

"**Financial Services Mandate Letter**" means the letter dated on or about the date of the Facility Agreement relating to certain financial services to be provided by the Arranger and its Affiliates to the Borrower and its Affiliates

"**Guarantor**" means the Original Guarantor or an Additional Guarantor

"**Holding Company**" means, in relation to a person, any other person in

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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>respect of which it is a Subsidiary.</p> <p><b>"Intellectual Property"</b> means any patents, trade marks, service marks, designs, business names, domain names, copyright works, rights in logos and slogans, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights, including the intellectual property referred to in Schedule 1 (<i>Intellectual Property</i>) of the Debenture.</p> <p><b>"Letter of Trustee Confirmation"</b> means the letter dated on or about the date of the Facility Agreement from the trustee of the Ultimate Beneficial Owner addressed to the Agent and setting out details of all of the Ultimate Beneficial Owner's material assets</p> <p><b>"Lender"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Original Lender, and</li> <li>(b) any entity which has become a Lender in accordance with Clause 23 (<i>Changes to the Lenders</i>) of the Facility Agreement,</li> </ul> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement</p> <p><b>"Obligor"</b> means the Parent, the Borrower or a Guarantor</p> <p><b>"Original Guarantor"</b> means Waterstones Booksellers Limited (registration number 0061095)</p> <p><b>"Original Guarantor Security Document"</b> means the English governed debenture granted by the Original Guarantor in favour of the Security Agent in form and substance acceptable to the Security Agent and the Agent</p> <p><b>"Original Lender"</b> means Russian Commercial Bank (Cyprus) Ltd</p> <p><b>"Parent"</b> means A &amp; NN Holdings Limited a company limited by shares, organised and existing under the laws of the Republic of Cyprus, with registration number 159138, having its registered office address at Diagorou 4, Kermia Building, 6th floor, Flat/Office 601, P C 1097, Nicosia, Cyprus</p> <p><b>"Personal Guarantee"</b> means the personal guarantee dated on or about the date hereof granted by the Ultimate Beneficial Owner in favour of the Secured Parties.</p> <p><b>"Receiver"</b> means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment</p> <p><b>"Related Rights"</b> means, in relation to any asset</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Relevant Loans"** means each and every sum paid or payable from time to time by.

- (a) Waterstones Booksellers Amsterdam BV to the Chargor pursuant to the Waterstones Amsterdam Loan Agreement;
- (b) Waterstones Booksellers Ireland Limited to the Chargor pursuant to the Waterstones Ireland Loan Agreement

**"Secured Obligations"** means all obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) notwithstanding any limitations set out in Clause 17 (*Guarantee and Indemnity*) of the Facility Agreement

**"Secured Parties"** means the Security Agent, any Receiver or Delegate, the Agent and each Lender from time to time party to the Facility Agreement

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

**"Security Documents"** means the Share Pledge Agreement, the Borrower Debenture and the Original Guarantor Security Document and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations

**"Share Pledge Agreement"** means the English law governed share pledge agreement relating to the shares in the Borrower owned by the Parent in favour of the Security Agent in form and substance acceptable to the Security Agent and the Agent

**"Subordination Agreement"** means the subordination deed dated on or about the date of the Facility Agreement between the Parent as subordinated creditor, the Borrower, the Original Guarantor and the Security Agent

**"Subsidiary"** means any person (referred to as the "first person") in respect of which another person (referred to as the "second person")

- (a) holds a majority of the voting rights in that first person or has the right under the constitution of the first person to direct the overall policy of the first person or alter the terms of its

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Short particulars

constitution; or

(b) is a member of that first person and has the right to appoint or remove a majority of its board of directors or equivalent administration, management or supervisory body, or

(c) has the right to exercise a dominant influence (which must include the right to give directions with respect to operating and financial policies of the first person which its directors are obliged to comply with whether or not for its benefit) over the first person by virtue of provisions contained in the articles (or equivalent) of the first person or by virtue of a control contract which is in writing and is authorised by the articles (or equivalent) of the first person and is permitted by the law under which such first person is established; or

(d) is a member of that first person and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in the first person or the rights under its constitution to direct the overall policy of the first person or alter the terms of its constitution, or

(e) has the power to exercise, or actually exercises dominant influence or control over the first person,

and for the purposes of this definition, a person shall be treated as a member of another person if any of that person's Subsidiaries is a member of that other person or, if any shares in that other person are held by a person acting on behalf of it or any of its Subsidiaries. A Subsidiary shall include any person the shares or ownership interests in which are subject to Security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such Security

**"Ultimate Beneficial Owner"** means Alexander Leonidovich Mamut, a citizen of the Russian Federation, residing at: Moscow, Granatny per 10, bld 1, appt 33, Russian Federation and bearer (as at the date of the Facility Agreement) of the Russian passport number 45 08 117 439

**"Waterstones Amsterdam Loan Agreement"** means the loan agreement entered into by Waterstones Booksellers Limited as lender and Waterstones Booksellers Amsterdam BV as borrower and dated 23 April 2012

**"Waterstones Ireland Loan Agreement"** means the loan agreement entered into by Waterstones Booksellers Limited as lender and Waterstones Booksellers Ireland Limited as borrower and dated 23 April 2012



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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars		



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

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

**COMPANY NO. 610095  
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 APRIL 2012  
AND CREATED BY WATERSTONES BOOKSELLERS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
ANY OBLIGOR TO ANY SECURED PARTY 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 11 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2012

dc



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES