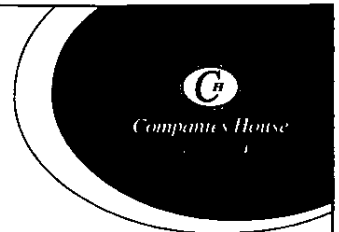


MG01

Particulars of a mortgage or charge

714 284 191



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 on a
company. To do this, please use
form MG01s

MONDAY



LD6

L150E6CY

19/03/2012

#23

COMPANIES HOUSE

ase
uk

1 Company details

Company number 01208137

Company name in full Target Group Limited

9 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 29/02/2012

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 Second Ranking debenture relating to a £12,406,000 Mezzanine Facility Agreement entered in on
29 February 2012, between Target Group Limited, Target Servicing Limited and Harlosh Limited
(the Companies and each a Company) and Robin Holding SARL (the Secured Party)

4 Amount secured

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

Amount secured All obligations and liabilities (present and future, actual or contingent
and whether owed jointly or severally or in any other capacity
whatsoever) now or hereafter due, owing, incurred or payable or
expressed to be due, owing, incurred or payable by each Obligor to
the Secured Party under, pursuant to or in connection with any
Finance Document (including without limitation, the Obligations)
except for any obligation or liability which, if it were so included, would
result in this Deed contravening any law (including sections 678 or
679 of the Companies Act 2006) and any other obligations owing by
the Obligors to the Secured Party from time to time,

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 ROBIN HOLDING SARL
Address 46A Avenue J F Kennedy, L-1885, Luxembourg
Grand Duchy of Luxembourg

Postcode

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

1 SECURITY

1 1 Assignments

The Company assigned absolutely to and in favour of the Secured Party for the payment and discharge of the Secured Obligations, subject to a proviso for reassignment on redemption, all its right, title, interest and benefit from time to time, present and future, in, to, under and in respect of each of the following

- (a) all Specific Contracts,
- (b) all its present and future Investments, and
- (c) all Specific Insurances

1 2 Fixed Charges

The Company charged by way of fixed continuing security to and in favour of the Secured Party for the payment and discharge of the Secured Obligations all its right, title, interest and benefit from time to time, present and future, in, to, under and in respect of each of the following

- (a) all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives a Company a right to occupy or use property,
- (b) all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,
- (c) all present and future Book Debts and all its other present and future negotiable instruments (other than any which are Investments),
- (d) all Specific Secured Party Accounts,
- (e) all present and future Insurances (other than Excluded Insurances) except to the extent effectively charged or assigned under Clause 1 1,
- (f) all present and future Intellectual Property (other than any licence or sub-licence which is not capable of being charged), and

(see Continuation Page)

MG01

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

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 *Kishal J Bhatnagar* X

This form must be signed by a person with an interest in the registration of the charge

MG01

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 **Kieran Sharma**

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 **United Kingdom**

DX

Telephone **+44 (0) 20 7469 2268**



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

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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>(g) all its present and future goodwill, present and future uncalled capital (if any) and the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held or to be held by it in connection with its business or the use of any Charged Assets (but excluding any licence requiring the licensor's consent to the creation of Security Interests under this Deed if such consent has not been obtained) and the right to recover and receive all compensation payable in respect thereof</p> <p>1 3 Floating Charge The Company hereby charges by way of floating charge and by way of further continuing security to and in favour of the Secured Party for the discharge and payment of the Secured Obligations all its right, title, interest and benefit from time to time, present and future, in, to, under and in respect of all its Assets, including any expressed to be charged by any of the foregoing provisions of Clause 1 The floating charge created by Clause 1 3 shall rank behind all the fixed Security Interests created by or pursuant to this Deed to the extent that they are valid and effective as fixed Security Interests but shall rank in priority to any other Security Interests hereafter created by each Company</p> <p>1 4 Qualifying Floating Charge</p> <p>(a) The floating Charge created by the Company pursuant to Clause 1 3 above is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Secured Party may appoint an Administrator of the Company pursuant to that paragraph</p> <p>2 Negative Pledge Each Company shall not, save with the prior written consent of the Secured Party or as permitted by this Deed or the Mezzanine Facility</p> <p>(a) create or permit to subsist any Security Interest on or affecting the whole or any part of the Charged Assets, except for the Charges and any Permitted Liens,</p> <p>(b) either by a single transaction or a series of transactions whether related or not and whether voluntarily or involuntarily, sell, factor, discount, transfer, assign, lease, hire out, licence, lend, part with, permit the use by another person of, grant any option or present or future right to acquire, create any interest in or otherwise dispose of or agree or purport to deal with or dispose of any of the Charged Assets or permit any of the foregoing to occur, save that until any Enforcement Event occurs or any floating charge created by this Deed is converted into a fixed charge as regards the Charged Assets concerned a Company may (subject to the provisions of the Finance Documents) in the ordinary course of its business dispose of such Charged Assets as are not at the relevant time subject or expressed to be subject to any fixed security If a Charged Asset is disposed of in accordance with the terms of the Finance Documents, such Charged Asset shall be automatically released from the fixed charge on that disposal being made</p> <p>(See Continuation Page)</p>	

MG01 - continuation page

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>3 Further Assurances, Power's of Attorney, etc</p> <p>3 1 The covenants below are in addition to and not in substitution for the covenants for further assurance implied in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994. The Company shall at any time and from time to time, on being required to do so by the Secured Party, at the cost of the Company do and execute or procure to be done and executed all acts, deeds, documents and things, in each case in form reasonably satisfactory to the Secured Party or the Receiver (as the case may be), and as the Secured Party or the Receiver may reasonably specify</p> <p>(a) at any time, with a view to perfecting, repairing, preserving or protecting any Charges or their priority or otherwise with a view to providing more effectively to the Secured Party the full benefit of the rights conferred on it by this Deed or of the Security Interests created or intended to be created by or pursuant to this Deed with a view to giving full effect to the provisions of this Deed (including executing and delivering such further or other mortgages, assignments, transfers, charges, notices or other documents, whether to the Secured Party or its nominees or to any other person, in relation to any Charged Assets as the Secured Party may reasonably specify), or</p> <p>(b) after the occurrence and during the continuation of an Enforcement Event, with a view to facilitating the realisation of the Charged Assets or the exercise, or the proposed exercise, of any of the other rights of the Secured Party or the Receiver (as the case may be)</p> <p>3 2 The Company irrevocably and by way of security appoints the Secured Party and every Receiver jointly and also severally to be its attorney (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments) on behalf of the Company and in its name or otherwise, and at such time and in such manner as the attorney may think fit, to execute, deliver, perfect and do any deed, document, act or thing which the Secured Party or such Receiver (or any such substitute or sub-delegate) may, in its or his absolute discretion, consider necessary in connection with this Deed, the Charged Assets (or Relevant Charged Assets in the case of the exercise of the power of attorney by a Receiver) or the exercise of any of the rights of the Secured Party or such Receiver, or which the Company is obliged to execute or do whether under this Deed or otherwise (including the execution and delivery of mortgages, assignments, transfers or charges or notices or directions in relation to any of the Charged Assets). Without prejudice to the generality of its right to appoint substitutes and to sub-delegate, the Secured Party may appoint the Receiver as its substitute or sub-delegate, and any person appointed the substitute or sub-delegate of the Secured Party shall, in connection with the exercise of such power of attorney, be the agent of the Company. The Company acknowledges that such power of attorney is as regards the Secured Party and any Receiver granted irrevocably and for value to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971</p> <p>3 3 The Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall lawfully do or purport to do in the exercise or purported exercise of all or any of the rights referred to in Clause 3</p> <p>3 4 References in Clause 3 1 and Clause 3 2 to the Secured Party or the Receiver shall include references to any Delegate</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

Definitions

"Assets" property, assets, rights, revenues, income, uncalled capital, licences, business and undertakings and any interest therein, in each case whatsoever and wheresoever situate, present and future,

"Book Debts" all book and other debts (including rents) and other moneys, liabilities and monetary claims of any nature whatsoever now or hereafter due, owing or payable to a Company (including moneys, liabilities and claims deriving from or in relation to any Specific Insurances, Investments, Intellectual Property Rights, any contract or agreement to which a Company is party, or any other Assets or rights of a Company, and including the benefit of any judgment or order to pay money and any amounts due or owing from any government or governmental agency including in respect of Tax) and all other rights of a Company to receive money (but excluding all moneys now or hereafter standing to the credit of any account held by a Company with any Secured Party) and any proceeds thereof, and the benefit of (including the proceeds of all claims under) all rights, Security Interests, securities, guarantees, indemnities, negotiable instruments, letters of credit and Insurances of any nature whatsoever now or hereafter owned or held by a Company in relation to any of the foregoing,

"Charged Assets" all Assets from time to time subject or expressed or intended to be subject to the Charges (whether fixed or floating) under or pursuant to this Deed and "Charged Assets" includes any part of any of them and any right, title, interest or benefit therein or in respect thereof,

"Charges" any or all of the Security Interests created or expressed to be created, or which may now or hereafter be created or expressed to be created, by or pursuant to this Deed, including any further Security Interests created pursuant to Clause 3,

"Enforcement Event" means an Event of Default which has resulted in the Secured Party exercising any of its rights under Clause 20 of the Mezzanine Facility,

"Excluded Insurances" any employers liability insurances or any other Insurance and benefit of which is exclusively for a person other than the Company,

"Fixed Charge Assets" any part or parts of the Charged Assets effectively charged by way of fixed Security Interests or effectively mortgaged or assigned by way of fixed Security Interests under this Deed,

"Fixtures" all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in the Mortgaged Property,

"Floating Charge Assets" any part or parts of the Charged Assets subject to the floating charges contained in Clause 1 3,

"Insurances" contracts or policies of insurance or indemnity of any kind (including life insurance or assurance) now or hereafter taken out by or on behalf of a Company or (to the extent of its interest) in which a Company has any interest, and all rights in relation thereto, proceeds thereof, claims and returns of premium in respect thereof,

(See Continuation Page)

MG01 - continuation page

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>"Intellectual Property Rights" patents, registered designs, copyrights, inventions, semi-conductor topography rights, rights in designs, rights in trade marks and service marks, business names and trade names, get up, logos, domain names, moral rights, rights in confidential information, rights in know-how, database rights, rights protecting goodwill, or reputation and any interests (including by way of licence or sub-licence) in any of the foregoing, and any other intellectual property rights and interests whatsoever now or hereafter owned by a Company or in which it has any interest, in each case whether registered or not and including all applications, rights to apply for and rights to use the same and all fees, royalties,</p> <p>"Investments" any shares (including shares in Subsidiaries), stocks, bonds, notes, certificates of deposit, debenture stocks, loan stocks and other securities or investments of any kind and all rights relating to any of the foregoing (including rights relating to any of the same which are deposited with, registered in the name of or credited to an account with any clearing system or house, depository, custodian, nominee, controller, investment manager or other similar person or their nominee, in each case whether or not on a fungible basis and including all rights against such person), warrants, options or other rights to subscribe for, purchase, call for delivery of, redeem, convert other securities or investments into or otherwise to acquire any of the foregoing, and units in a unit trust scheme (as defined in section 237(1) of the Financial Services and Markets Act 2000), together in each case with all rights in respect thereof and an dividends, interest, cash or other distributions, accretions or Investments in respect of or deriving from any of the foregoing, and "Investments" means any of the foregoing including any part of them and other rights of every kind relating to or deriving from any of the same (whether by way of redemption, bonus, preference, option or otherwise),</p> <p>"Law of Property Act" the Law of Property Act 1925,</p> <p>"Mezzanine Facility" means the mezzanine facility agreement dated on or about the date of this Deed and made between, among others, Parent as Borrower and Secured Party as Lender,</p> <p>"Permitted Lien" any Security Interest created under the HSBC Finance Documents,</p> <p>"Plant and Machinery" all present and future plant, machinery, computers, office equipment or vehicles for the time being owned by the Company, including any part of it,</p> <p>"Premises" all buildings and erections included in the Mortgaged Property,</p> <p>"Receiver" a receiver appointed under this Deed or pursuant to any applicable law, and includes more than one such receiver and any substituted receiver but not an administrative receiver as defined in Section 251 of the Insolvency Act,</p> <p>"Relevant Charged Assets" such part or parts of the Charged Assets in respect of which a Receiver has been appointed,</p> <p>(See Continuation Page)</p>	

MG01 - continuation page

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>"Secured Obligations" all obligations and liabilities (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) now or hereafter due, owing, incurred or payable or expressed to be due, owing, incurred or payable by each Obligor to the Secured Party under, pursuant to or in connection with any Finance Document (including without limitation, the Obligations) except for any obligation or liability which, if it were so included, would result in this Deed contravening any law (including sections 678 or 679 of the Companies Act 2006) and any other obligations owing by the Obligors to the Secured Party from time to time,</p> <p>"Secured Party" the Lender and each other Indemnatee and "Secured Parties" shall be construed accordingly,</p> <p>"Security Interest" any mortgage or sub-mortgage, standard security, fixed or floating charge or sub-charge, pledge, lien, assignment or assignation by way of security or subject to a proviso for redemption, encumbrance, hypothecation, retention of title, or other security interest whatsoever howsoever created or arising and its equivalent or analogue whatever called in any other jurisdiction, and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement),</p> <p>"Specific Secured Party Accounts" the Secured Party accounts listed in Schedule 2 (which sets out certain accounts held with named financial institutions) held by a Company and any other Secured Party account maintained by the Company with any financial institution as the Secured Party may from time to time designate in writing as a Specific Secured Party Account, including in each case any redesignation or renewal thereof and all balances now or hereafter standing to the credit of any such account including all interest from time to time thereon, the debt represented thereby and all rights in relation thereto,</p> <p>"Specific Contracts" the contracts listed in Schedule 2 (which sets out certain contracts entered into with named financial institutions) including, in each case, all rights to receive payment of any amounts payable or which may become payable or be distributed to a Company thereunder, all moneys, income, proceeds and other amounts payable and/or paid thereunder or with respect thereto, the benefit of all covenants relating thereto, all rights of action in respect thereof and all rights for enforcing the same and all payments received by a Company thereunder, including all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof,</p> <p>"Specific Insurances" the Insurances listed in Schedule 1 (which sets out certain insurance policies held by the Company with named insurers and the period of cover),</p>	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

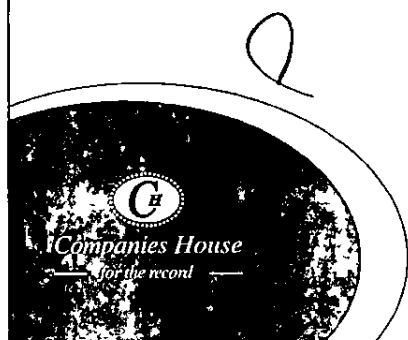
Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1208137

CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND RANKING DEBENTURE
DATED 29 FEBRUARY 2012 AND CREATED BY TARGET GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ROBIN HOLDING SARL 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 19 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES