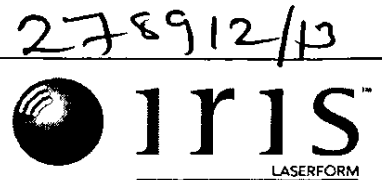


MG01

Particulars of a mortgage or charge



**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 Scot  
company. To do this, please use  
form MG01s

WEDNESDAY



A06 09/05/2012 #331  
COMPANIES HOUSE

1

**Company details**

Company number 01603021

Company name in full Bulkhaul Limited (the "Assignor")

36 For official use

→ **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 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 Assignment of Keyman Policies (the "Assignment")

4

**Amount secured**

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

Amount secured As specified in the continuation page to this form

**Continuation page**

Please use a continuation page if  
you need to enter more details

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name	Lloyds TSB Bank PLC							
Address	25 Gresham Street							
	London							
Postcode	E	C	2	V		7	H	N
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	As specified in the continuation page to this form
-------------------	--

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

Nil

**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 *Everheds LLP* 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 Paul Castle

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 5 D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 497 9797



### 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)

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### 1. Assignment by way of security

The Assignor, as a continuing security for the payment, discharge and performance of the Secured Obligations, assigned absolutely to the Security Agent

1 1 1 each Policy,

1 1 2 all Policy Proceeds, and

1 1 3 all its right, title and interest, present and future, in each Policy and in the Policy Proceeds,

in each case to the fullest extent capable of assignment and subject to re-assignment on redemption as provided in Clause 15.13 of the Assignment

### 2 First fixed charge

To the extent that any Policy, any Policy Proceeds or any of the Assignor's right title or interest in any Policy or Policy Proceeds is incapable for any reason of being effectively assigned pursuant to Clause 3 1 of the Assignment (*Assignment by way of security*) (as described in paragraph 1) but is capable of being effectively charged, the Assignor charged such Policy, Policy Proceeds or right, title or interest, in favour of the Security Agent, by way of first fixed charge, as a continuing security for the payment, discharge and performance of the Secured Obligations

#### General

### 3 The provisions of the Assignment will apply at all times

(a) regardless of the date on which any of the Secured Obligations was incurred, and

(b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

### 4 All the Security created by the Assignment is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### Restrictions on charges and disposals (Negative Pledge)

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

The amount secured by the Assignment is all present and future obligations and liabilities (whether actual or contingent, whether owed or incurred solely or jointly or severally or in any other capacity whatsoever and whether as principal or surety) of each Debtor and each member of the Group to the Secured Parties (or any of them) under each or any of the Debt Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Debt Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**").

Capitalised terms used in this form are defined in the Appendix to this form

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### Schedule

### The Policies

1	<b>Name of Policyholder</b>	Bulkhaul Limited
	<b>Policy Number</b>	0167108406
	<b>Life assured</b>	Steve Gibson
	<b>Sum Assured</b>	£3,000,000
	<b>Term of cover</b>	5 years
	<b>Category of cover</b>	Life
	<b>Date of policy</b>	21 March 2012
2	<b>Name of Policyholder</b>	Bulkhaul Limited
	<b>Policy Number</b>	0167108414
	<b>Life assured</b>	Steve Gibson
	<b>Sum Assured</b>	£2,000,000
	<b>Term of cover</b>	5 years
	<b>Category of cover</b>	Life with critical illness
	<b>Date of policy</b>	21 March 2012
3	<b>Name of Policyholder</b>	Bulkhaul Limited
	<b>Policy Number</b>	0168328466
	<b>Life assured</b>	Michael O'Neill
	<b>Sum Assured</b>	£3,000,000
	<b>Term of cover</b>	5 years
	<b>Category of cover</b>	Life
	<b>Date of policy</b>	26 April 2012
4	<b>Name of Policyholder</b>	Bulkhaul Limited
	<b>Policy Number</b>	0168328490
	<b>Life assured</b>	Michael O'Neill
	<b>Sum Assured</b>	£2,000,000
	<b>Term of cover</b>	5 years
	<b>Category of cover</b>	Life with critical illness
	<b>Date of policy</b>	26 April 2012

# MG01 - continuation page

Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

5 During the Security Period, the Assignor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets, nor may it, without the prior consent of the Security Agent,

(a) surrender, assign or vary the terms of any Policy, or

(b) otherwise dispose of its interest (whether legal or beneficial) in the Secured Assets

6 Clause 5 1 of the Assignment (as described in paragraph 5 above) does not apply to any Security which is Permitted Security

### Definitions

7. Capitalised terms used in part 6 of this form are defined in the Appendix to this form.



# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### APPENDIX

### DEFINITIONS AND CONSTRUCTION

In this form and its Appendices the following definitions apply:

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities 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 each of the Senior Agent and the M&G Agent

**"Ancillary Facility"** has the meaning given to the term "Ancillary Facility" in the Senior Facilities Agreement

**"Ancillary Lender"** means each Senior Lender (or Affiliate of a Senior Lender) which makes available an Ancillary Facility pursuant to the terms of the Senior Facilities Agreement or a Soft Facility

**"Assignment"** means the assignment by way of security made on 30 April 2012 between the Assignor and the Lender.

**"Assignor"** has the meaning given on page 1 of this form

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement.

**"Companies Act"** means the Companies Act 2006

**"Creditor"** means the Primary Creditors and the Hedge Counterparties.

**"Debt Documents"** means each of the Intercreditor Agreement, the Hedging Agreements, the Senior Finance Documents, the M&G Finance Documents, the Security Documents, the Rockliffe Guarantee, any agreement evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Agent and The Gibson O'Neill Company Limited

**"Debtor"** means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement.

**"Facility Agreement"** means the Senior Facilities Agreement or the M&G Facility Agreement

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Final Discharge Date"** means the later to occur of the Senior Lender Discharge Date, the M&G Discharge Date and the Hedging Discharge Date

**"Group"** has the meaning given to it in the Senior Facilities Agreement.

**"Hedge Counterparty"** means

- (a) Barclays Bank PLC, Lloyds TSB Bank plc and The Royal Bank of Scotland plc, and
- (b) any person which becomes a Party as a Hedge Counterparty in accordance with Clause 17.3 (*Change of Hedge Counterparty*) of the Intercreditor Agreement and pursuant to Clause 17.8 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement

**"Hedging Agreements"** means any master agreement, confirmation, schedule or other agreement entered into (including, without limitation, before the date of the Assignment) or to be entered into by any Debtor and a Hedge Counterparty or issued or re-issued by a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or exchange rate or other risks permitted pursuant to Clause 25.27 (Treasury Transactions) of the Senior Facilities Agreement and Clause 25.27 (Treasury Transactions) of M&G Facility Agreement and the Hedging Letter.

**"Hedging Discharge Date"** means the first date on which all Hedge Counterparties have been fully and finally discharged to the satisfaction of each Hedge Counterparty, whether or not as a result of enforcement, and the Hedge Counterparties are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents

**"Hedging Letter"** means the letter dated 21 January 2012 and made between, amongst others, the Agent and Bulkhaul Limited describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of the Borrower.

**"Holding Company"** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**"Insurer"** means the company or office issuing any Policy

**"Intercreditor Agreement"** means an intercreditor agreement made on 2 February 2012 between (1) Lloyds TSB Bank plc as Senior Agent, (2) Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Barclays Bank PLC as Senior Lenders, (3) Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Barclays Bank PLC as Senior Arrangers, (4) M&G Investment Management Limited as M&G Agent, (5) Prudential/M&G Companies Financing Fund LP as M&G Lender, (6) M&G Investment Management Limited as M&G Arranger, (7) Lloyds TSB Bank plc, The Royal Bank of

MG01. - continuation page  
Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Scotland plc and Barclays Bank PLC as Hedge Counterparties, (8) The Gibson O'Neill Company Limited, (9) the Assignor, (10) Bulkhaul Singapore Pte Ltd, (11) Rockliffe Hall Limited and (12) Lloyds TSB Bank plc as Security Agent

**"Intra-Group Lenders"** means Bulkhaul Singapore Pte Ltd and each other member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group or which becomes a party to the Intercreditor Agreement as an Intra-Group Lender in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement

**"Intra-Group Liabilities"** means the Singapore Intra-Group Liabilities and the other Liabilities owed by any member of the Wider Group to any of the Intra-Group Lenders

**"Keyman"** means an individual named in Schedule 1(*The Policies*) of the Assignment (as described in the Schedule to this form) as a life assured or otherwise covered by the Policy and **"Keymen"** shall be construed accordingly

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with clause 2.2 (*Increase*) of the Senior Facilities Agreement or clause 27 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement

**"Liabilities"** means all present and future liabilities and obligations at any time of any Debtor or any other member of the Wider Group to any Creditor or to any Intra-Group Lender under the Debt Documents (or otherwise in the case of liabilities and obligations owed by any member of the Wider Group) to a Debtor, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,

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Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

(c) any claim for damages or restitution, and

(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings.

**"M&G Agent"** means the Agent under and as defined in the M&G Facility Agreement.

**"M&G Arranger"** means any Arranger under and as defined in the M&G Facility Agreement

**"M&G Discharge Date"** means the first date on which all M&G Liabilities have been fully and finally discharged to the satisfaction of the M&G Agent, whether or not as a result of enforcement, and the M&G Lenders are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents

**"M&G Facility Agreement"** means the £50,000,000 facility agreement dated 21 January 2012 and made between, amongst others, the Assignor, The Gibson O'Neill Company Limited and the M&G Lenders

**"M&G Finance Documents"** has the meaning given to the term "Finance Documents" in the M&G Facility Agreement

**"M&G Lender"** has the meaning given to the term "Lenders" in the M&G Facility Agreement.

**"M&G Liabilities"** means the Liabilities owed by the Debtors to the M&G Lenders under or in connection with the M&G Finance Documents

**"Original Borrower"** means the Assignor

**"Original Debtor"** means the Assignor, The Gibson O'Neill Company Limited and Rockliffe Hall Limited

**"Original Lender"** means Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Barclays Bank PLC

**"Parent Security Agreement"** means the parent security agreement dated 2 February 2012 and made between The Gibson O'Neill Company Limited and the Security Agent

**"Party"** means a party to the Intercreditor Agreement

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Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Payment"** means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

**"Permitted Security"** has the meaning given to it in the Senior Facilities Agreement and M&G Facility Agreement.

**"Policy"** means any of the keyman life assurance and critical illness policies listed in Schedule 1 (*The Policies*) of the Assignment (as described in the Schedule to this form) taken out and maintained by the Assignor with the respective Insurers, in respect of the lives of and to cover the risk of critical illness affecting the Keymen and for the sums specified in that Schedule (in each case as amended by any endorsement previously approved in writing by the Security Agent and including any policy issued in extension of, or in substitution or replacement for a policy listed in Schedule 1 (*The Policies*) of the Assignment (as described in the Schedule to this form)) and **"Policies"** shall be construed accordingly

**"Policy Proceeds"** means all sums assured by each Policy and all bonuses, profits, returns of premium and benefits of whatever nature arising under such Policy or by virtue of the ownership of such Policy.

**"Primary Creditors"** means the Senior Lenders and the M&G Lenders

**"Rockliffe Debenture"** means the debenture dated 2 February 2012 granted by Rockliffe Hall Limited in favour of the Security Agent

**"Rockliffe Guarantee"** means the guarantee dated 2 February 2012 and made between Rockliffe Hall Limited and the Security Agent

**"Rockliffe Security Documents"** means the Rockliffe Debenture, the Rockliffe Guarantee and the Parent Security Agreement

**"Secured Assets"** means the assets the subject of any Security created by the Assignment

**"Secured Obligations"** has the meaning given to it in the continuation page to section 4 of this form

**"Secured Parties"** means

- (a) Lloyds TSB Bank plc, Barclays Bank PLC and The Royal Bank of Scotland plc as Senior Lenders as at the date of the Assignment,
- (b) Lloyds TSB Bank plc, Barclays Bank PLC and The Royal Bank of Scotland plc as Hedge Counterparties as at the date of the Assignment,

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- (c) Lloyds TSB Bank plc, Barclays Bank PLC and The Royal Bank of Scotland plc as Senior Arrangers as at the date of the Assignment;
- (d) Lloyds TSB Bank plc as Senior Agent as at the date of the Assignment,
- (e) Lloyds TSB Bank plc as Security Agent as at the date of the Assignment,
- (f) Prudential/M&G UK Companies Financing Fund LP as M&G Lender as at the date of the Assignment;
- (g) M&G Investment Management Limited as M&G Agent as at the date of the Assignment;
- (h) M&G Investment Management Limited as M&G Arranger as at the date of the Assignment; and
- (i) each other Secured Party as defined in the Intercreditor 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 Agent"** means Lloyds TSB Bank plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Intercreditor Agreement or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to clause 16 (*Change of Security Agent and Delegation*) of the Intercreditor Agreement

**"Security Documents"** means: \_\_\_\_\_

- (a) each of the Transaction Security Documents,
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations (including, without limitation, the Rockliffe Security Documents), and
- (c) any Security granted under any covenant for further assurance in any of the Debt Documents

**"Security Period"** means the period beginning on the date of the Assignment and ending on the Final Discharge Date

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Senior Agent"** means the Agent under and as defined in the Senior Facilities Agreement

**"Senior Arranger"** means any Arranger under and as defined in the Senior Facilities Agreement

**"Senior Facilities Agreement"** means the £86,000,000 senior facilities agreement dated 21 January 2012 and made between, amongst others, The Gibson O'Neill Company Limited, the Assignor and Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Barclays Bank PLC (each in various capacities)

**"Senior Finance Documents"** has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement

**"Senior Lender"** means each Lender and Ancillary Lender

**"Senior Lender Discharge Date"** means the first date on which all Senior Lender Liabilities have been fully and finally discharged to the satisfaction of the Senior Agent, whether or not as the result of an enforcement, and the Senior Lenders are under no further obligation to provide financial accommodation to any of the Debtors under any of the Debt Documents

**"Senior Lender Liabilities"** means the Liabilities owed by the Debtors to the Senior Lenders under the Senior Finance Documents

**"Singapore Intra-Group Liabilities"** means such part of the Intra-Group Liabilities owed by any member of the Group to Bulkhaul Singapore Pte Ltd

**"Soft Facility"** has the meaning given to that term in the Senior Facilities Agreement

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act

**"Transaction Security Documents"** means each document entered into by any member of the Wider Group creating or expressed to create, evidencing or granting any Security in favour of the Secured Parties (or any of them) over all or any part of its assets in respect of any of the liabilities of any member of the Wider Group to any of the Secured Parties under or pursuant to any of the Debt Documents, each in form and substance satisfactory to the Security Agent

**"Wider Group"** means each member of the Group and Rockliffe Hall Limited for so long as it is a Subsidiary of The Gibson O'Neill Company Limited

### Construction

In this form and its Appendices the following applies.

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1 "assets" includes present and future properties, revenues and rights of every description,
- 2 "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,
- 3 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 4 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- 5 the "Assignor", any "Debtor", the "Security Agent" or any "Party" or any of the "Secured Parties", shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
- 6 where something (or a list of things) is introduced by the word "including" or by the phrase "in particular", or is followed by the phrase "or otherwise", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
7. unless the Assignment expressly states otherwise or the context requires otherwise, (a) each reference in the Assignment to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Assignment) and (b) each reference in the Assignment to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Assignment and whether amended or re-enacted since the date of the Assignment),
- 8 each reference to the Assignment (or to any other agreement, instrument or deed) means, at any time, the Assignment (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the Assignment or of the Intercreditor Agreement,
- 9 the index and Clause and Schedule headings are for ease of reference only,



# MG01.- continuation page

Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

10. an Event of Default is "continuing" if it has not been waived; and
- 11 references to any Security "**created by the Assignment**" are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Assignment



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

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

**COMPANY NO. 1603021  
CHARGE NO. 36**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF KEYMAN  
POLICIES DATED 30 APRIL 2012 AND CREATED BY BULKHAUL  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH DEBTOR AND EACH MEMBER OF THE  
GROUP TO THE SECURED PARTIES (OR ANY OF THEM) 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 9 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES