

MG01

Particulars of a mortgage or charge



206942/13
IRIS
LASERFORM

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 company. To do this, please use form MG01s

THURSDAY



L764TUG5

LD7

26/05/2011

5

COMPANIES HOUSE

1

Company details

Company number

2 6 2 0 5 5 7

Company name in full

TP 2005 Limited registered in
England and Wales (the "Chargor")

For official use

5

→ 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

d2 d0 m0 m5 y2 y0 y1 y1

3

Description

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

Description

Debenture dated 20 May 2011 made between (1) the Chargor and (2) the Security Trustee (as defined in this form MG01 below) (the "Debenture")

4

Amount secured

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

Amount secured

All present and future indebtedness, moneys, obligations and liabilities of each Guarantor and the Chargor to the Refinancing Fee-Beneficiary under the Refinancing Fee Documents (including the Debenture), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, together with all Expenses and all interest under Clause 2.2 (Interest) of the Debenture (the "Secured Liabilities")

For capitalised terms used but not defined in this MG01 please see continuation pages 1-3 to this form MG01

Continuation page

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

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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 Bank of Scotland plc as security trustee for the

Address Refinancing Fee Beneficiary the "Security Trustee"

The Mound, Edinburgh

Postcode E H 1 1 Y Z

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 See Rider 1

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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>Rider 1</p> <p>1. Fixed Security</p> <p><i>Charges</i></p> <p>1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as Trustee for the Refinancing Fee Beneficiary) by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 of this form MG01 other than the Excluded Assets)</p> <p>1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as Trustee for the Refinancing Fee Beneficiary) by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future</p> <p>1 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 1 1 (<i>Charges</i>) in this form MG01 of the Debenture and the Excluded Assets),</p> <p>1 2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,</p> <p>1 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;</p> <p>1 2 4 all Rental Income and any other amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,</p> <p>1 2 5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>1 2 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>1 2 7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other</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	<p>document representing the same,</p> <p>1 2 8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)),</p> <p>1 2 9 all Securities and their Related Rights,</p> <p>1 2 10 all of its goodwill and uncalled capital,</p> <p>1 2 11 all Intellectual Property,</p> <p>1 2 12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,</p> <p>1 2 13 each of the Specified Contracts, together with.</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p> <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and</p> <p>(d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Refinancing Fee Beneficiary or any other person),</p> <p>including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them</p> <p>2. Floating Charge</p> <p><i>Creation of Floating Charge</i></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	<p>2 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Refinancing Fee Beneficiary) by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 1 (<i>Fixed Security</i>) of this Form MG01</p> <p style="text-align: center;"><i>Qualifying Floating Charge</i></p> <p>2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 2 1 (<i>Creation of Floating Charges</i>) in this form MG01</p> <p style="text-align: center;"><i>Conversion by Notice</i></p> <p>2 3 The Security Trustee may by notice in writing at any time to the Chargor convert the floating charge created by pursuant to Clause 2 1 (<i>Creation of Floating Charge</i>) of this form MG01 with immediate effect into a fixed charge (either generally or specifically as regards any assets of the Chargor specified in the notice) if</p> <p style="margin-left: 40px;">2 3 1 an Event of Default has occurred and is continuing, or</p> <p style="margin-left: 40px;">2 3 2 the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security</p> <p style="text-align: center;"><i>Automatic Conversion</i></p> <p>2 4 Notwithstanding Clause 2 3 (<i>Conversion by Notice</i>) of this form MG01 and without prejudice to any law which may have a similar effect, floating charge created by Clause 2 1 (<i>Creation of Floating Charge</i>) of this form MG01 will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if</p> <p style="margin-left: 40px;">2 4 1 the Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Facilities Agreement),</p> <p style="margin-left: 40px;">2 4 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or</p> <p style="margin-left: 40px;">2 4 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed in respect of the Chargor</p> <p style="text-align: center;">Schedule 1</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

Real Property

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

Premises at:	County/District	Registered at The Land Registry under Title No:
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Part 2 - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title

Document	Date	Parties	Description
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Schedule 2

Intellectual Property

Nature of Intellectual Property (patent, trademark, service mark, design mark etc)	Further details of the Intellectual Property (relevant registry, registration number or reference etc)
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Schedule 3

Securities

Part 1 - Shares

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder

Part 2 – Other Securities

Details of issuer/obligor/ company	Description of stock or other securities	Registered holder (if applicable)	Document evidencing or indicating title /Uncertificated?

Schedule 4

Specified Contracts

Document	Date	Parties
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Definitions used in this MG01

"Authorisations" has the meaning given to this term in the Facilities Agreement

"Charged Property" means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture

"Delegate" means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) of the Debenture and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate

"Event of Default" shall have the meaning given in the Refinancing Fee Agreement

"Excluded Assets" means any freehold, commonhold, leasehold or heritable property situated in Scotland

"Expenses" means all costs (including legal fees and other professional fees), charges,

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of the Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis</p> <p>“Facilities Agreement” means a facility agreement dated 20 May 2011 and made between (1) Scarborough Group Limited as the parent, (2) Scarborough Group Holdings Limited as the company, (3) the subsidiaries of the company listed in Part I of Schedule 1 (<i>The Original Parties</i>) as original borrowers, (4) the subsidiaries of the company, the overseas parent and the trustees listed in Part I of Schedule 1 (<i>The Original Parties</i>) as original guarantors and original overseas guarantors, (5) the financial institutions listed in Part II and Part III of Schedule 1 (<i>The Original Parties</i>) as lenders, (6) Bank of Scotland plc as mandated lead arranger, as agent of the other Finance Parties, as Security Trustee for the other Finance Parties, and as hedge counterparty and (7) Lloyd's TSB Bank plc as the account bank</p> <p>“Guarantor” shall have the meaning given in the Refinancing Fee Agreement</p> <p>“Insurances” means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy</p> <p>“Intellectual Property” means</p> <ul style="list-style-type: none"> (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights, (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights, (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences, (d) all know-how, confidential information and trade secrets, and (e) all physical material in which any intellectual property might be incorporated, <p>including, without limitation, any of the same specified in Schedule 2 (<i>Intellectual Property</i>) of this form MG01</p> <p>“Mortgaged Property” means any freehold, commonhold or leasehold property the</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>subject of the security constituted by the Dbenture and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it</p> <p>"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property</p> <p>"Receiver" means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property</p> <p>"Refinancing Fee Beneficiary" means Bank of Scotland plc</p> <p>"Refinancing Fee Agreement" means a refinancing fee agreement made between (1) the Company (2) the Guarantors and (3) Bank of Scotland plc as Bank</p> <p>"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise</p> <p>"Rental Income" has the meaning given to this term in the Facilities Agreement.</p> <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 3 (<i>Securities</i>), together with all property and rights of the Chargor in respect of any account held by or for the Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p>"Specified Contracts" means each of the contracts specified in Schedule 4 (<i>Specified Contracts</i>)</p>	

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- 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 *Craig Cameron McKenna LLP* 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 LEDN/MIMR/034409 00085

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2620557
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 MAY 2011
AND CREATED BY TP 2005 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND
EACH GUARANTOR TO THE REFINANCING FEE BENEFICIARY
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 26 MAY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MAY 2011



Companies House
— for the record —



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