

MG01

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IRIS
LASERFORM

4

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 Sco company. To do this, please use form MG01s

TUESDAY



A03 21/08/2012 #161
COMPANIES HOUSE

1

Company details

Company number 0 2 8 3 1 0 1 0

Company name in full Lark (Group) Limited (the "Charging Company")

5 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 0 6 0 8 2 0 1 2

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 Deed of Accession and Charge dated 6 August 2012 made between (1) the Charging Company, (2) Lark (2012) Limited (as Parent) and (3) Lloyds TSB Bank plc (as Security Agent for the Beneficiaries) (the "Deed") in relation to a Debenture dated 19 July 2012 made between (1) Lark Midco Limited and others, (2) Lark (2012) Limited (as Parent) and (3) Lloyds TSB Bank plc (as Security Agent for the Beneficiaries) (the "Debenture"). All capitalised terms are defined in the Continuation Pages to Section 6 of this Form MG01

4

Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01) includes references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facility made available under such document

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 (in its capacity as Security Agent for the Beneficiaries)

10 Gresham Street

Postcode E C 2 V 7 A E

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Deed unless otherwise specified. References in this Form MG01 to the Deed or to any other document (including any Finance Document) includes references to the Deed or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deed and which must be read as part of those charges.

The Deed creates fixed charges and a qualifying floating charge over all or substantially all of the Charging Company's assets, as follows:

Particulars of property mortgaged or charged

1 By Clause 3 of the Deed, as security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 1

- 2 By Clause 4 of the Deed, as security for the payment and discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent
 - (a) by way of legal mortgage, all Land in England and Wales vested in it on the Accession Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Deed, in each case as described in Schedule 1 (*Registered land to be mortgaged*) of the Deed,
 - (b) by way of legal mortgage, all other Land in England and Wales vested in it on the Accession Date and not registered at the Land Registry,
 - (c) by way of fixed charge
 - (i) all other Land which is on the Accession Date, or after the Accession Date becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land on or after the Accession Date belonging to it,
 - (iii) all plant and machinery on or after the Accession Date attached to any Land which, or an interest in which, is charged by it under the preceding provisions,
 - (iv) all rental and other income and all debts and claims on or after the Accession Date due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (v) all Specified Investments on the Accession Date held or beneficially owned by it, including all proceeds of sale derived from them,
 - (vi) all Specified Investments in which the Charging Company may after the Accession Date acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vii) all Derivative Rights of a capital nature on or after the Accession Date accruing or offered in respect of its Specified Investments,
 - (viii) all Derivative Rights of an income nature on or after the Accession Date accruing or offered at any time in respect of its Specified Investments,
 - (ix) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments,
 - (x) all insurance or assurance contracts or policies on or after the Accession Date held by or otherwise benefiting it which relate to Fixed Security Assets or which are on or after the Accession Date deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or

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

Please give the short particulars of the property mortgaged or charged

Short particulars

assignment (at law or in equity) in the Deed,

- (xi) all its goodwill and uncalled capital for the time being,
- (xii) all Intellectual Property belonging to it on the Accession Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it after the Accession Date, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences on or after the Accession Date entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights on or after the Accession Date in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (c)(xv) inclusive of Clause 4 of the Deed,
- (xvii) all trade debts on or after the Accession Date owing to it,
- (xviii) all other debts on or after the Accession Date owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 of the Deed,
- (xx) all rights, money or property accruing or payable to it on or after the Accession Date under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Deed,
- (xxi) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and
- (xxii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 By Clause 5 of the Deed, as security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 of the Deed or charged by any fixed charge contained in Clause 4 of the Deed, including any Assets comprised

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

within a charge which is reconverted under Clause 4.4 of the Debenture, and

- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company should not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge) or take any other step referred to in Clause 6 of the Debenture with respect to any such Floating Charge Asset, and the Charging Company should not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except in each case in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

Covenants and Restrictions contained in the Debenture

- 1 By Clause 2 of the Deed and Clause 6 of the Debenture, the Charging Company agreed that it should not, without the prior written consent of the Security Agent
- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so,
- except as permitted by the Facility Agreement
- 2 By Clause 2 of the Deed and Clause 10.2 of the Debenture, the Charging Company agreed that without the prior written consent of the Security Agent or unless otherwise permitted under the Facility Agreement it should not (amongst other things)
- (a) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so,
- (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to affect materially adversely its value or the value of the Security constituted by the Debenture, or
- (c) share the occupation of its Land with any other person or agree to do so

Definitions

In this Form MG01

"Accession Date" means 6 August 2012,

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Beneficiary" means each Senior Finance Party and each Hedge Counterparty

"Borrower" means Lark Midco Limited, a limited liability company incorporated under the laws of England and Wales with registered number 08043698,

"Chargor" means the Borrower, the Charging Company and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor,

"Debenture Date" means 19 July 2012,

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments,

"Facility Agreement" means the senior facility agreement dated 19 July 2012 between Lark (2012) Limited (as Parent and Original Guarantor), Lark Midco Limited as Borrower and Lloyds TSB Bank plc (as Lender, Arranger and Security Agent),

"Finance Document" has the meaning given to that term in the Facility Agreement,

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 of the Deed or within a mortgage or fixed charge created by Clause 4 of the Deed or arising on crystallisation of a floating charge whether under Clause 4 of the Debenture or otherwise,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 5 of the Deed but, in relation to Assets situated in Scotland and charged by Clause 5 1(b) of the Deed only in so far as concerns the floating charge over that Asset,

"Group" means the Parent and its Subsidiaries for the time being,

"Hedge Counterparty" has the meaning given to that term in the Facility Agreement,

"Holding Account" has the meaning given to that term in the Facility Agreement,

"Insurance Policies" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or, (to the extent of its interest) in which the Charging Company has an interest at any time but excluding any liability insurance and any directors' and officers' insurance,

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist at the Debenture Date or in the future), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may subsist at the Debenture Date or in the future),

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Lender" means Lloyds TSB Bank plc in its capacity as lender under the Facility Agreement,

"Mandatory Prepayment Account" has the meaning given to that term in the Facility Agreement,

"Nominee" means any custodian and/or nominee for the Security Agent and includes it acting as a system participant in CREST for the Security Agent and also includes any additional or substitute custodian or nominee which the Security Agent may designate from time to time and any agent or sub-custodian acting for the Security Agent or any such custodian and/or nominee,

"Parent" means Lark (2012) Limited, a limited liability company incorporated under the laws of England and Wales with registered number 08043688,

"Permitted Security" has the meaning given to it in the Facility Agreement,

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the custody, deposit or transfer of Investments and/or clearing or settlement of transactions in them,

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document,

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

and

- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents,

"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 as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents,

"Senior Finance Party" means the Lender and the Security Agent,

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its Nominee or to its order, or
- (c) the Charging Company has deposited the certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its Nominee, and

"Subsidiaries" has the meaning given to that term in the Facility Agreement

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

Not applicable

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 *Hogan Lovells International 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 David Sullivan/Jan Buschmann/2683049

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included 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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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2831010
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 6 AUGUST 2012 AND CREATED BY LARK
(GROUP) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH COMPANY TO ALL OR ANY OF THE
BENEFICIARIES 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 21 AUGUST
2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 AUGUST 2012



Companies House
— for the record —



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