

# MG01

## Particulars of a mortgage or charge

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### 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  
particulars of a charge for a  
company. To do this, please  
use form MG01s

FRIDAY



"L1KUW3HK"

LD5

02/11/2012

#14

COMPANIES HOUSE

## 1 Company details

Company number

0 3 5 4 1 1 6 5

Company name in full

1ST COLLECTION SERVICES LIMITED (the "Chargor")

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

2 5 1 0 2 0 1 2

## 3 Description

Description

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

A security agreement dated 25 October 2012 between (among others) Havana  
Bidco Limited as Chargor and Barclays Bank Plc as security agent for the  
Secured Parties (the "Security Agent") (the "Security Agreement").

("Secured Parties" is defined in Schedule 1 (Definitions) on Continuation  
Page 9)

## 4 Amount secured

Amount secured

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

All the Liabilities and all other present and  
future liabilities and obligations at any time due,  
owing or incurred by any member of the Group and by  
each Debtor to any Secured Party under the Debt  
Documents, both actual and contingent and whether  
incurred solely or jointly and as principal or  
surety or in any other capacity

(All capitalised terms not already defined are  
defined in Schedule 1 (Definitions) in Continuation  
Pages 4 to 10)

### Continuation page

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

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## Particulars of a mortgage or charge

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### 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	Barclays Bank PLC as Security Agent									
Address	1 Churchill Place									
Postcode	E	1	4		5	H	P			
Name										
Address										
Postcode										

#### Continuation page

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

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

	Please give the short particulars of the property mortgaged or charged									
Short particulars	<p>1. CREATION OF SECURITY</p> <p>1.1 Legal Mortgages</p> <p>The Chargor charged and agreed to charge in favour of the Security Agent by way of first legal mortgage the Specified Real Property vested in it on the date of the Security Agreement.</p> <p>1 2 Fixed charges</p> <p>The Chargor charged and agreed to charge in favour of the Security Agent by way of first fixed charge all its rights, title and interest from time to time in and to:</p> <p>(a) the Real Property in England and Wales,</p> <p>(b) the Investments,</p> <p>(c) any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,</p> <p>(d) the Accounts;</p> <p>(e) to the extent not effectively assigned under clause 3.3 (Assignments) of the Security Agreement (as set out in clause 1.2 below), the Insurance Policies and the Assigned Agreements to which it is party;</p> <p>(f) any goodwill and rights in relation to its uncalled capital;</p> <p>(g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(h) the Intellectual Property;</p> <p>(i) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and</p> <p>(j) the Monetary Claims.</p> <p>(Continued on Continuation Page 1)</p> <p>(All capitalised terms not already defined are defined in Schedule 1 (Definitions) in Continuation Pages 4 to 10)</p>									

#### Continuation page

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

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## Particulars of a mortgage or charge

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### 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

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### 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)

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### Signature

Please sign the form here

Signature

Signature

X Freshfields Bruckhaus X  
Deringer LLP

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  
Julian Brun (007450-0596)

Company name  
Freshfields Bruckhaus Deringer LLP

Address  
65 Fleet Street

London

England

Post town  
United Kingdom

County/Region

Postcode  
E C 4 Y 1 H S

Country

DX  
DX 23 London/Chancery Lane

Telephone  
020 7936 4000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

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

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge



<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1 3 Assignments</b></p> <p>The Chargor assigned and agreed to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to:</p> <ul style="list-style-type: none"> <li>(a) the Insurance Policies; and</li> <li>(b) each Assigned Agreement to which it is a party (in relation to the Hedging Agreements, subject and without prejudice to (1) the payment netting provisions set out in section 2(c) of the 1992 ISDA Master and section 2(c) of the 2002 ISDA Master and the close-out netting provisions set out in section 6(e) of the 1992 ISDA Master and section 6(f) of the 2002 ISDA Master forming part of the Hedging Agreements)</li> </ul> <p><b>1.4 Floating charge</b></p> <ul style="list-style-type: none"> <li>(a) The Chargor charged in favour of the Security Agent by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.</li> <li>(b) The floating charge created by the Chargor pursuant to paragraph (a) of this clause shall be deferred in point of priority to all other Transaction Security.</li> <li>(c) The floating charge created by each Chargor pursuant to paragraph (a) of this clause is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Security Agreement.</li> </ul> <p><b>2 CONVERSION OF A FLOATING CHARGE</b></p> <p><b>2 1 Conversion by notice</b></p> <p>The Security Agent may by notice in writing to the Chargor convert the floating charge created by the Chargor under the Security Agreement with immediate effect into fixed charges as regards all or any of the Chargor's assets, rights and property specified in the notice if</p> <ul style="list-style-type: none"> <li>(a) an Enforcement Event has occurred;</li> <li>(b) the Security Agent (acting reasonably and in good faith) considers any Security Asset subject to such floating charge to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or</li> <li>(c) the Security Agent (acting reasonably and in good faith) considers that such conversion is necessary in order to protect the value of the Security Assets or the priority of the Transaction Security</li> </ul> <p>(Continuation Page 1 of 14)</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 2 Automatic conversion</p> <p>The floating charge created under clause 3.4(a) (Floating charge) of the Security Agreement (as set out in clause 1.3(a) above) shall automatically and immediately be converted into a fixed charge over all of the Chargor's assets, rights and property not already subject to an effective fixed charge</p> <p>(a) if the Chargor takes any step to create any Security in breach of clause 7 (Restriction on dealings) of the Security Agreement (as set out in clause 3 below) over any of the Security Assets subject to such floating charge,</p> <p>(b) if any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets subject to such floating charge; or</p> <p>(c) on the taking of any corporate action, legal proceedings or other procedure referred to in clause 28.7 (Winding-up) of the Senior Facilities Agreement in respect of that Chargor</p> <p>2.3 Moratorium</p> <p>The floating charge created under clause 3.4(a) (Floating charge) of the Security Agreement (as set out in clause 1.3(a) above) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000</p> <p>2.4 Reconversion to floating charge</p> <p>Any floating charge which has crystallised under clause 4.1 (Conversion by notice) of the Security Agreement (as set out in clause 2.1 above) or clause 4 2 (Automatic conversion) of the Security Agreement (as set out in clause 2 2 above) may by notice in writing given at any time by the Security Agent (acting on the instructions of the Majority Senior Creditors) to the Chargor be reconverted into a floating charge under clause 3 4(a) (Floating charge) of the Security Agreement (as set out in clause 1 3(a) above) in relation to the assets, rights and property specified in such notice.</p> <p>3 RESTRICTION ON DEALINGS</p> <p>The Chargor may not</p> <p>(a) create or permit to subsist any Security on any of the Security Assets, or</p> <p>(b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets, unless permitted to do so under the Senior Facilities Agreement.</p> <p>(Continuation Page 2 of 14)</p>	

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Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4. FURTHER ASSURANCES</p> <p>The Chargor shall, at its own expense (such expense to be reasonable and properly incurred), take whatever action the Security Agent or a Receiver may reasonably require for:</p> <ul style="list-style-type: none"> <li>(a) creating, perfecting or protecting any Security intended to be created by or pursuant to the Security Agreement,</li> <li>(b) facilitating the realisation of any Security Asset;</li> <li>(c) creating and perfecting security in favour of the Security Agent (on terms no more onerous than those provided for in the Security Agreement) over the assets of the Chargor located in any jurisdiction outside England and Wales;</li> <li>(d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,</li> </ul> <p>including:</p> <ul style="list-style-type: none"> <li>(e) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent (or to its nominee); and</li> <li>(f) provided that the Transaction Security created pursuant to the Security Agreement becomes enforceable, the transfer or legal and/or equitable title in any existing or future Real Property to a third party (including after the Security Agent has exercised any right of appropriation pursuant to clause 16.9 (Right of appropriation) of the Security Agreement);</li> <li>(g) the giving of any notice, order or direction and the making of any filing or registration,</li> </ul> <p>which, in any such case, the Security Agent (acting reasonably) may think expedient.</p> <p>(Continuation page 3 of 14)</p>	

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6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>SCHEDULE 1 - DEFINITIONS</b></p> <p>"Account" means in relation to the Chargor:</p> <p>(a) any of its accounts specified as such in Part C of Schedule 2 (Security Assets) below and all Related Rights; and</p> <p>(b) any other account opened or maintained by it and all Related Rights.</p> <p>"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.</p> <p>"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the Senior Facilities Agreement.</p> <p>"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with the Senior Facilities Agreement</p> <p>"Arrangers" means each of Barclays Bank PLC, Société Générale, London Branch, National Australia Bank Limited ABN 12 004 044 937, The Co-operative Bank plc and Haymarket Financial Luxembourg 3 S a r l</p> <p>"Assigned Agreements" means any agreement specified as such in Part D of Schedule 2 (Security Assets) below and any other agreement designated as an Assigned Agreement by the Chargor and the Security Agent and (in each case) all Related Rights.</p> <p>"Borrower" means an Original Borrower or any additional borrower under the Senior Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the Senior Facilities Agreement.</p> <p>"Cash Equivalent Investments" means at any time:</p> <p>(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,</p> <p>(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area on 1 January 2004 or any Participating Member State which has a rating for its long-term debt obligation of A-1 or higher by Standard &amp; Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P 1 or higher by Moody's Investors Service Limited or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;</p> <p>(Continuation Page 4 of 14)</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>(c) commercial paper not convertible or exchangeable to any other security</p> <p>(1) for which a recognised trading market exists,</p> <p>(11) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;</p> <p>(111) which matures within one year after the relevant date of calculation, and</p> <p>(1v) which has a credit rating of either A 1 or higher by Standard &amp; Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P 1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long term unsecured and non credit enhanced debt obligations, an equivalent rating,</p> <p>(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent),</p> <p>(e) any investment in money market funds which (1) have a credit rating of either A 1 or higher by Standard &amp; Poor's Rating Services or F1 or higher by Fitch Rating Ltd or P 1 or higher by Moody's Investors Service Limited, (11) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (111) can be turned into cash on not more than 30 days' notice, or</p> <p>(f) any other debt security approved by the Majority Lenders, in each case, to which any member of the Group is alone (or together with other members of the Group beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents)</p> <p>"Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security.</p> <p>"Company" means Hero Acquisitions Limited.</p> <p>"Creditor" means any of the Senior Creditors, the Intra-Group Lenders and the Subordinated Creditors.</p> <p>"Debt Document" means each of the Security Agreement, the Hedging Agreements, the Finance Documents, the Security Documents, any agreement evidencing the terms of the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Parent</p> <p>"Debtor" means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the Intercreditor Agreement</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Enforcement Event" means the occurrence of an Event of Default in respect of which notice has been served by the Facility Agent in accordance with the Senior Facilities Agreement.</p> <p>"Event of Default" has the meaning given to that term in the Senior Facilities Agreement.</p> <p>"Facility Agent" means Barclays Bank PLC as facility agent under the Senior Facilities Agreement</p> <p>(Continuation Page 5 of 14)</p>

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

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

"Group" means the Parent, the Company and each of their respective Subsidiaries for the time being.

"Group Shares" means, in relation to the Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of the Chargor in Part B of Schedule 2 (Security Assets) below (if any)) and all Related Rights

"Guarantor" means an Original Guarantor or any additional guarantor under the Senior Facilities Agreement.

"Hedge Counterparties" means

- (a) Barclays Bank PLC; and
- (b) any entity which becomes a Party as a Hedge Counterparty pursuant to the Intercreditor Agreement,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Facility Agent in accordance with the Senior Facilities Agreement.

"Hedging Letter" means a letter between the Facility Agent and the Parent in the agreed form dated on or before the date of the Senior Facilities Agreement (and executed by the Parent) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of the Term Facilities under the Senior Facilities Agreement.

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

"Insurance Policy" means, in relation to a Chargor, any contract or policy of insurance of any kind (other than in relation to third party liabilities or similar claims) in which the Chargor has an interest from time to time and all Related Rights

"Intellectual Property" means (i) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and (ii) the benefit of all applications and all rights to use such assets (which may now or in the future subsist) (including, without limitation, the Specified Intellectual Property) and registered includes registrations and applications for registration.

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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>"Intercreditor Agreement" means the intercreditor agreement dated on 16 October 2012 and made between, amongst others, Midco, the Company, the Parent, Barclays Bank PLC as security agent, Barclays Bank PLC as facility agent, Barclays Bank PLC, Société Générale, London Branch, National Australia Bank Limited ABN 12 004 044 937, The Co-operative Bank plc and Haymarket Financial Luxembourg 3 S.à r.l. as mandated lead arrangers, the Lenders, the Ancillary Lenders and the Hedge Counterparties</p> <p>"Intra-Group Lenders" means each 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 and which is named on the signing pages of the Intercreditor Agreement as an Intra-Group Lender or which becomes a Party as an Intra-Group Lender under the Intercreditor Agreement.</p> <p>"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders.</p> <p>"Investments" means, in relation to the Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares and any Cash Equivalent Investments) and all Related Rights</p> <p>"Issuing Bank" means any Lender or other financial institution which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement</p> <p>"Lender" means:</p> <ul style="list-style-type: none"> <li>(a) any Original Lender; and</li> <li>(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with the Senior Facilities Agreement,</li> </ul> <p>which in each case has not ceased to be a Lender in accordance with the Senior Facilities Agreement.</p> <p>"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:</p> <ul style="list-style-type: none"> <li>(a) any refinancing, novation, deferral or extension;</li> <li>(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,</li> <li>(c) any claim for damages or restitution; and</li> <li>(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,</li> </ul> <p>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</p> <p>(Continuation Page 7 of 14)</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>"Majority Lenders" has the meaning given to it in the Senior Facilities Agreement.</p> <p>"Majority Senior Creditors" has the meaning given to it in the Intercreditor Agreement.</p> <p>"Midco" means Havana Midco Limited.</p> <p>"Midco Intercompany Loan Agreement" means the unsecured intercompany loan agreement between the Parent (as borrower) and Midco (as lender).</p> <p>"Monetary Claims" means, in relation to the Chargor, any book and other debts and monetary claims owing to the Chargor (other than in respect of any Account) and all Related Rights.</p> <p>"Obligor" means a Borrower or a Guarantor.</p> <p>"Original Borrower" means each of Hero Acquisitions Limited, HSS Hire Service Holdings Limited, HSS Hire Service Finance Limited and HSS Hire Service Group Limited</p> <p>"Original Debtor" means each of Havana Bidco Limited, Hero Acquisitions Limited, HSS Hire Service Holdings Limited, HSS Hire Service Finance Limited and HSS Hire Service Group Limited, HSS Training Limited, Al Hire and Sales Limited, 1st Collection Services Limited, Bannagroe Limited and Laois Hire Services Limited</p> <p>"Original Guarantors" means Hero Acquisitions Limited, Havana Bidco Limited, HSS Hire Service Holdings Limited, HSS Hire Service Finance Limited, HSS Hire Service Group Limited, HSS Training Limited, Al Hire and Sales Limited, 1st Collection Services Limited, Bannagroe Limited, Laois Hire Services Limited.</p> <p>"Original Lender" means each of Barclays Bank PLC, Société Générale, London Branch, National Australia Bank Limited ABN 12 004 044 937, The Co-operative Bank plc, Hayfin Opal Luxco 2 S.à r.l and Hayfin Ruby Luxembourg S.à r l.</p> <p>"Original Subordinated Creditor" means Midco.</p> <p>"Parent" means Havana Bidco Limited.</p> <p>"Party" means a party to the Intercreditor Agreement.</p> <p>"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).</p> <p>"Real Property" means, in relation to the Chargor:</p> <p>(a) any freehold, leasehold, licence or other interest in any immovable property (including, without limitation, the Specified Real Property) and all Related Rights, and</p> <p>(b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights.</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.</p> <p>"Related Rights" means, in relation to any asset:</p> <p>(a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;</p> <p>(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;</p> <p>(c) the proceeds of sale of all or any part of that asset, and</p> <p>(d) any other moneys paid or payable in respect of that asset.</p> <p>(Continuation Page 8 of 14)</p>	

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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 the short particulars of the property mortgaged or charged

Short particulars

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Senior Creditors from time to time but, in the case of each Senior Creditor, only if it is a Party or has acceded to the Intercreditor Agreement in the appropriate capacity.

"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 Assets" means all the assets and undertaking of the Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security 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, and
- (c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above.

"Senior Creditor" means the Senior Facility Creditors and the Hedge Counterparties

"Senior Facilities Agreement" means the senior facilities agreement made between the Parent, the Company, the Senior Facility Creditors and others dated 16 October 2012.

"Senior Facility Creditor" means the Facility Agent, each Arranger and each Senior Lender.

"Senior Lenders" means each Lender, the Issuing Bank and Ancillary Lender.

"Specified Intellectual Property" means, in relation to the Chargor, the Intellectual Property identified in Part E of Schedule 2 (Security Assets) below and any other Intellectual Property notified to the Security Agent pursuant to clause 15.2 (Other Undertakings) of the Security Agreement and (in each case) all Related Rights.

"Specified Real Property" means, in relation to the Chargor, the Real Property identified in Part A of Schedule 2 (Security Assets) below, and any other Real Property notified to the Security Agent pursuant to clause 9.3 (Acquisitions of Real Property) of the Security Agreement in respect of which the Security Agent requests a legal mortgage to be executed and delivered to it by the relevant Chargor under and in accordance with the terms of that clause, and (in each case) all Related Rights

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# MG01 - continuation page

Particulars of a mortgage or charge



<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Subordinated Creditors" means the Original Subordinated Creditor, any person to whom any of the Subordinated Liabilities are assigned or transferred, and any person who is a creditor in respect of Subordinated Liabilities and which in each case executes accedes as a Subordinated Creditor under the Intercreditor Agreement.</p> <p>"Subordinated Liabilities" means the Liabilities owed to the Subordinated Creditors by the Parent or any other member of the Group including, but not limited to, any amounts under the Midco Intercompany Loan Agreement</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p> <p>"Term Facility" means Facility A and Facility B (each as set out in clause 2.1 (The Facilities) of the Senior Facilities Agreement.</p> <p>"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement as a Lender in accordance with 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.</p> <p>"Transaction Security Document" has the meaning given to that term in the Senior Facilities Agreement, which includes any document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.</p>	
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# 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

### SCHEDULE 2 - SECURITY ASSETS

#### Part A

#### Real Property

Charger	Freehold/leasehold	Description	Title number
HSS Hire Service Group Limited	Freehold	Units 55 and 60, 23 Willow Lane, Mitcham CR4 4TQ	TGL100506
HSS Hire Service Group Limited	Freehold	Land on the north east of Wates Way, Mitcham	TGL97804
HSS Hire Service Group Limited	Freehold	25 Willow Lane, Mitcham, CR4 4TS	TGL84277
HSS Hire Service Group Limited	Freehold	Land on the south east side of Willow Lane, Mitcham	TGL119763
HSS Hire Service Group Limited	Leasehold	Long leasehold over land and buildings on the south east side of Wheatley Hall Road, Doncaster	SYK225903
HSS Hire Service Group Limited	Leasehold	Long leasehold over 65 Ings Road, Wakefield	WYK179592
HSS Hire Service Group Limited	Leasehold	Long leasehold over 101 West Street, Glasgow	GLA113115

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# 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

### Part B

### Group Shares

Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
Havana Bidco Limited	Hero Acquisitions Limited	14,207,723 ordinary shares at £1 each	N/A
Havana Bidco Limited	Hero Acquisitions Limited	143,082,605 class A shares at £0.0001 each	N/A
Hero Acquisitions Limited	HSS Hire Service Holdings Limited	743,778 ordinary shares at £1 each	N/A
Hero Acquisitions Limited	HSS Hire Service Holdings Limited	2,772,995 ordinary A shares at £0.10 each	N/A
Hero Acquisitions Limited	HSS Hire Service Holdings Limited	194,567 ordinary B shares at £1 each	N/A
HSS Hire Service Holdings Limited	HSS Hire Service Finance Limited	3,564,000 ordinary shares at £1 each	N/A
HSS Hire Service Finance Limited	HSS Hire Service Group Limited	25,000,000 ordinary shares at £1 each	N/A
HSS Hire Service Group Limited	A1 Hire and Sales Limited	10,000 ordinary shares at £1 each	N/A
HSS Hire Service Group Limited	A1 Hire and Sales Limited	100,000 redeemable shares at £1 each	N/A
HSS Hire Service Group Limited	1st Collection Services Limited	2 ordinary shares at £1 each	N/A
HSS Hire Service Group Limited	HSS Training Limited	1 ordinary share at £1	N/A
HSS Hire Service Group Limited	Bannagroe Limited	8,069,547 ordinary shares at €1 each	N/A

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# 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

### Part C

#### Accounts

Charger	Account Bank	Account Number	Sort Code
HSS Hire Service Group Ltd	HSBC Bank plc	31450433	40-05-20
Al Hire and Sales Ltd	Lloyds TSB plc	603630	30-96-73
Al Hire and Sales Ltd	Barclays Bank PLC	73179885	20-00-00
Hero Acquisitions Ltd	Barclays Bank PLC	90601721	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	13168816	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	73892131	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	33819760	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	13010562	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	63441261	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	23118363	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	73976769	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	53053888	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	03506967	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	53478661	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	63167569	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	53340465	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	43062864	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	03378268	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	23118967	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	03515265	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	93141063	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	63100065	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	73868362	20-00-00
HSS Hire Service Group Ltd	Barclays Bank PLC	03589005	20-00-00
HSS Hire Service Group Ltd	Bank of Ireland	48584850	90-08-77
HSS Hire Service Group Ltd	Bank of Ireland	82062028	90-08-77

### Part D

#### Assigned Agreements

- 1 Hedging Agreements
- 2 Acquisition Documents
- 3 Midco Intercompany Loan Agreement
- 4 Any loan agreement documenting Intra-Group Liabilities

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# 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

### Part E Specified Intellectual Property

Country Code	Type Name	TM Registration No	Chargor
Benelux	Trade mark	573947	HSS Hire Service Group Ltd
Benelux	Trade mark	151142	HSS Hire Service Group Ltd
Denmark	Trade mark	1993/02309	HSS Hire Service Group Ltd
European Community	Trade mark	196329	HSS Hire Service Group Ltd
European Community	Trade mark	2573491	HSS Hire Service Group Ltd
European Community	Trade mark	3361698	HSS Hire Service Group Ltd
UK	Trade mark	2006226	HSS Hire Service Group Ltd
UK	Trade mark	2017782	HSS Hire Service Group Ltd
UK	Trade mark	2021596	HSS Hire Service Group Ltd
UK	Trade mark	2037620	HSS Hire Service Group Ltd
UK	Trade mark	1292314	HSS Hire Service Group Ltd
UK	Trade mark	1292315	HSS Hire Service Group Ltd
UK	Trade mark	1565838	HSS Hire Service Group Ltd
UK	Trade mark	2402909	HSS Hire Service Group Ltd
Greece	Trade mark	116715	HSS Hire Service Group Ltd
Hong Kong	Trade mark	B4383/99	HSS Hire Service Group Ltd
Hungary	Trade mark	148584	HSS Hire Service Group Ltd
Eire	Trade mark	200922	HSS Hire Service Group Ltd
Eire	Trade mark	232749	HSS Hire Service Group Ltd
Israel	Trade mark	95740	HSS Hire Service Group Ltd
Italy	Trade mark	715562	HSS Hire Service Group Ltd
Italy	Trade mark	791325	HSS Hire Service Group Ltd
Jamaica	Trade mark	43750	HSS Hire Service Group Ltd
Norway	Trade mark	173200	HSS Hire Service Group Ltd
Norway	Trade mark	226107	HSS Hire Service Group Ltd
Poland	Trade mark	107589	HSS Hire Service Group Ltd
Portugal	Trade mark	284906	HSS Hire Service Group Ltd
Portugal	Trade mark	288346	HSS Hire Service Group Ltd
Saudi Arabia	Trade mark	632/67	HSS Hire Service Group Ltd
Spain	Trade mark	1727758	HSS Hire Service Group Ltd
Switzerland	Trade mark	413303	HSS Hire Service Group Ltd
Turkey	Trade mark	172656	HSS Hire Service Group Ltd
U S A	Trade mark	2782541	HSS Hire Service Group Ltd
Venezuela	Trade mark	16203-98	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524477	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524478	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524479	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524480	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524481	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524482	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524483	HSS Hire Service Group Ltd
United Kingdom	Trade mark	2524484	HSS Hire Service Group Ltd
European Community	Trade mark	4661658	HSS Hire Service Group Ltd
European Community	Trade mark	8505174	HSS Hire Service Group Ltd
European Community	Trade mark	8505191	HSS Hire Service Group Ltd
European Community	Trade mark	9365172	HSS Hire Service Group Ltd
European Community	Trade mark	9365421	HSS Hire Service Group Ltd
European Community	Trade mark	9558024	HSS Hire Service Group Ltd
European Community	Trade mark	9568106	HSS Hire Service Group Ltd
European Community	Trade mark	9818931	HSS Hire Service Group Ltd

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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. 3541165  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 25  
OCTOBER 2012 AND CREATED BY 1ST COLLECTION SERVICES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE BY ANY MEMBER OF THE GROUP AND BY EACH DEBTOR  
TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 2 NOVEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER  
2012**



**Companies House**



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