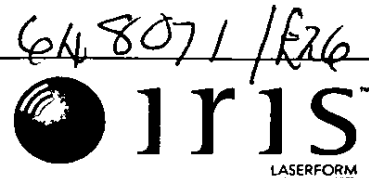


MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is for

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COMPANIES HOUSE

base

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Official use

1

Company details

Company number

0 3 9 6 7 6 7 1

Company name in full

LIBERTY LIMITED (the "Company")



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 3 0 5 2 0 1 1

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

Supplemental Security Agreement (the "Supplemental Security Agreement")
dated 23 May 2011 and made between the Company and Liberty Lease Limited
as Chargors (the "Chargors") and Ares Capital Europe Limited as security
agent (the "Security Agent").

4

Amount secured

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

Amount secured

All present and future moneys, obligations and
liabilities owed by any Transaction Obligor to the
Finance Parties, whether actual or contingent and
whether owed jointly or severally, as principal or
surety and/or in any other capacity whatsoever,
under or in connection with the Finance Documents
(the "Secured Liabilities")

Please see continuation page (MG01 C1)

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 ARES CAPITAL EUROPE LIMITED

Address 1 FINSBURY SQUARE

LONDON

Postcode E C 2 A 1 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

Part I - Property mortgaged or charged

As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee

1.1 granted to the Security Agent (as trustee for the Finance Parties) a charge by way of legal mortgage over the New Property;

1.2 charged to the Security Agent (as trustee for the Finance Parties) by way of first fixed charge all Property Interests relating to the New Property, and

1.3 assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for re-assignment on redemption, all of its right, title and interest in and to the Insurance Policies relating to the New Property.

Please see continuation sheet (MG01 C3)

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

None

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 *Maximilian 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 Rachel Singleton

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>References to the Secured Liabilities were construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.</p> <p>The Supplemental Security Agreement incorporated the provisions of the Security Agreement (subject to specific exclusions). In the Security Agreement the Company covenanted with the Security Agent (as trustee for the Finance Parties) that it would on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Finance Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses which may be incurred by the Finance Parties in relation to any such Secured Liabilities or generally in respect of the Chargors</p> <p>Pursuant to terms of the Security Agreement being incorporated into the Supplemental Security Agreement, the Supplemental Security Agreement secured further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances.</p> <p><u>In this form MG01</u></p> <p>Administrator: means a person appointed in accordance with schedule B1 to the Insolvency Act 1986 to manage a chargor's affairs, business and property,</p> <p>Charged Assets: means all the assets for the time being subject to the Security created by the Security Agreement;</p> <p>Facilities Agreement: the agreement dated 23 June 2010 as amended and/or restated from time to time between (among others) Bluegem Alpha Limited as Topco and original guarantor, the Security Agent and the persons named therein as Lenders relating to certain loan and other banking facilities,</p> <p>Finance Documents as defined in the Facilities Agreement,</p> <p>Finance Parties: as defined in the Facilities Agreement,</p> <p>Insurance Policies: means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,</p> <p>Intellectual Property: means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how,</p>

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest,

Lenders: the Lenders as defined in the Facilities Agreement,

New Charged Assets: the New Property, all Property Interests relating to the New Property and all of the rights, title and interests in and to the Insurance Policies relating to the New Property;

New Property: the leasehold land and buildings on the south side of Argyll Place, the east side of Kingly Street, the north side of Little Marlborough Street and the west side of Great Marlborough Street, London registered at the Land Registry under title number NGL911086, and

Property Interests: means all interests in or over the Properties (as defined in the Security Agreement) and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor,

Receiver: means a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor,

Secured Liabilities: means all present and future moneys, obligations and liabilities owed by any Transaction Obligor (as defined in the Facilities Agreement) to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Finance Documents,

Security Agreement the deed of accession dated 18 October 2010 between (among others) the Company as additional chargor and the Security Agent, and

Transaction Obligor, each Transaction Obligor as defined in the Facilities Agreement

Any reference to a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however, fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of the Security Agreement or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Part II - Relevant restrictions and Covenants</p> <p>1 Pursuant to terms of the Security Agreement being incorporated into the Supplemental Security Agreement, the Company covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facilities Agreement</p> <p>(a) create or purport to create or permit to subsist any Security other than Permitted Security (as defined in the Facilities Agreement) on or in relation to the Charged Assets, or</p> <p>(b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets (as defined in the Facilities Agreement) other than by way of a Permitted Disposal (as defined in the Facilities Agreement)</p> <p>2 Under the Security Agreement, the provisions of which (subject to certain exclusions) have been incorporated into the Supplemental Security Agreement, the Company must, if called upon so to do by the Security Agent following the occurrence of an Event of Default (as defined in the Facilities Agreement) which is continuing, execute a legal assignment of the Debts to the Security Agent (as trustee for the Finance Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred</p> <p>3. Pursuant to terms of the Security Agreement being incorporated into the Supplemental Security Agreement, the Company must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may require for:</p> <p>(a) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement (as supplemented by the Supplemental Security Agreement);</p> <p>(b) facilitating the realisation of any Charged Asset (including the New Charged Asset),</p> <p>(c) exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset (including the New Charged Asset); or</p> <p>(d) creating and perfecting security in favour of the security Agent (equivalent to the security intended to be created by the Security Agreement (as supplemented by the Supplemental Security Agreement) over any assets of the Company located in any jurisdiction outside England and Wales</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

This includes

- (1) the re-execution of the Security Agreement;
- (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee (provided always that no absolute transfer of title of any Intellectual Property shall be required prior to the security constituted by the Security Agreement having become enforceable in accordance with its terms), and
- (111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3967671
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 23 MAY 2011 AND CREATED BY LIBERTY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY TRANSACTION OBLIGOR TO THE FINANCE
PARTIES 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
31 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES