

020767/91

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge

 **IRIS Laserform**

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

For further information, please

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



LD2 02/06/2014 #97
COMPANIES HOUSE

☒ **You must enclose a certified copy of the instrument with this form** This will be
scanned and placed on the public record

1 Company details

Company number 0 4 3 1 5 2 8 4

Company name in full Agrical Limited

3 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 Charge creation date

Charge creation date 2 8 0 5 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GE Corporate Finance Bank SAS, London Branch

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

Nil

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Latham & Watkins

agent for charges

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name David Hallett

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country England

DX

Telephone 020 7710 4538



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4315284

Charge code: 0431 5284 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2014 and created by AGRICAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2014.

Given at Companies House, Cardiff on 5th June 2014



Companies House



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

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

Signature

Agusley (Solicitor)

Date

2 June 2014

Execution Version

28 May 2014

MYI ACQUIROR LIMITED
and the other Chargors listed in Schedule 1
(as the Supplemental Chargors)

and

GE Corporate Finance Bank SAS, London Branch
(as the International Collateral Agent)

SUPPLEMENTAL SECURITY DEED

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710.1000
www.lw.com

CONTENTS

Clause	Page
1. INTERPRETATION	2
2. COVENANT TO PAY	3
3. CHARGING PROVISIONS	3
4. NEGATIVE PLEDGE	4
5. REPRESENTATIONS AND WARRANTIES	4
6. INCORPORATION OF TERMS FROM DEBENTURE	4
7. THE DEBENTURE	5
8. DESIGNATION AS A LOAN DOCUMENT	5
9. FAILURE TO EXECUTE.....	5
10. NOTICES.....	5
11. GOVERNING LAW AND JURISDICTION	5
SCHEDULE 1	
SUPPLEMENTAL CHARGORS	
SCHEDULE 2	
PROPERTIES	

THIS SUPPLEMENTAL SECURITY DEED is made on 28 May 2014

BETWEEN:

- (1) **MYI ACQUIROR LIMITED**, a company incorporated in England and Wales with registered number 07739476 and having its registered office at 20-22 Bedford Row, London WC1R 4JS (the “UK Borrower”),
- (2) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a “**Supplemental Chargor**” and together the “**Supplemental Chargors**”), and
- (3) **GE CORPORATE FINANCE BANK SAS, LONDON BRANCH** as agent and trustee for itself and each of the Secured Parties appointed pursuant to the terms and conditions set out in the Subordination Agreement (the “**International Collateral Agent**”).

RECITALS

- (A) This Deed is supplemental to a debenture dated 13 September 2011 (as supplemented by (i) a Security Accession Deed dated 27 September 2011 in respect of the accession of the New Chargors (as defined therein) to the Debenture and (ii) a Security Accession Deed dated 4 July 2013 in respect of the accession of the New Chargors (as defined therein) to the Debenture) between, amongst others, the UK Borrower, the Chargors named therein, and the International Collateral Agent (the “**Debenture**”).
- (B) Pursuant to an amendment and restatement agreement dated on or about the date of this Deed, Senior Credit Agreement is being amended and restated.
- (C) The Supplemental Chargors and the International Collateral Agent consider that the Security created by the Chargors under the Debenture secures payment of the Secured Obligations but enter into this Deed in case it does not
- (D) Each Supplemental Chargor is entering into this Deed in connection with the Loan Documents (as defined in the Senior Credit Agreement).
- (E) The Board of Directors of each Supplemental Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of that Supplemental Chargor and its business
- (F) The International Collateral Agent and the Supplemental Chargors intend this document to take effect as a deed (even though the International Collateral Agent executes in underhand only).
- (G) The International Collateral Agent holds the benefit of this Deed on trust for the Secured Parties on terms of the Subordination Agreement and the Senior Credit Agreement.

IT IS AGREED AS FOLLOWS.

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this Deed unless otherwise defined in this Deed

“**Assigned Agreements**” means any agreement designated as an Assigned Agreement by the UK Borrower and the International Collateral Agent

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this Deed

2. COVENANT TO PAY

Each Supplemental Chargor, as primary obligor covenants with the International Collateral Agent (for the benefit of itself and the other Secured Parties), that it will on demand pay the Secured Obligations when they fall due for payment.

3. CHARGING PROVISIONS

3.1 Specific Security

Subject to Clause 3.6 (*Property Restriction Charging*) and Clause 3.7 (*Limitation on Share Charge*) of the Debenture, each Supplemental Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the International Collateral Agent, with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage
 - (i) all Property now belonging or vested in it,
 - (ii) all the Shares and Investments and all corresponding Related Rights,
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under Clause 3.1(a) in any Property and the benefit of all other agreements relating to any Property;
 - (ii) all of its right, title and interest in the Intellectual Property,
 - (iii) all of its right, title and interest in the Equipment;
 - (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
 - (v) all Other Debts and all rights and claims against third parties and against any security in respect of those Other Debts,
 - (vi) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
 - (vii) all of its right, title and interest in the Hedging Agreements,
 - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
 - (ix) its goodwill and uncalled capital, and
 - (x) if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements

3.2 Floating Charge

Subject to Clause 3.6 (*Property Charging Restriction*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the International Collateral Agent by way of first floating charge all its present and future assets, undertakings and rights not effectively charged under Clause 3.1 (*Specific Security*) or assigned under Clause 3.3 (*Security Assignment*) of this Deed

3.3 Security Assignment

Subject to Clause 3.6 of the Debenture (*Property Charging Restriction*), as further continuing security for the payment of the Secured Obligations, each Supplemental Chargor assigns absolutely with full title guarantee to the International Collateral Agent all its rights, title and interest in

(a) the Insurance Policies, and

(b) the Assigned Agreements,

subject in each case to reassignment by the International Collateral Agent to the relevant Supplemental Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations

4. NEGATIVE PLEDGE

No Chargor may, directly or indirectly, make, create, incur, assume or permit to exist any Lien over all or any part of the Charged Property except as permitted by the Senior Credit Agreement and the Subordinated Term Loan Agreement or with the prior written consent of the International Collateral Agent.

5. REPRESENTATIONS AND WARRANTIES

Each Chargor represents and warrants to the International Collateral Agent that Schedule 2 (*Properties*) identifies all of the freehold and leasehold property beneficially owned by it as at the date of this Deed.

6. INCORPORATION OF TERMS FROM DEBENTURE

(a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 3.5 (*Reconversion to Floating Charge*), Clause 3.6 (*Property Restricting Charging*), Clause 3.7 (*Limitation on share charge*), Clause 4 (*Further Assurance*), Clause 7 (*Protection of Security*) to Clause 24 (*Miscellaneous*) of the Debenture shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to

(i) "this Debenture" or "this Deed" and other similar expressions were a reference to this Deed,

(ii) "Chargor" was a reference to each Supplemental Chargor under this Deed, and

(iii) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed

- (b) The representations and warranties made in Clause 6 of the Debenture and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on that date

7. THE DEBENTURE

The Debenture shall remain in full force and effect as supplemented by this Deed.

8. DESIGNATION AS A LOAN DOCUMENT

This Deed is designated as a Loan Document.

9. FAILURE TO EXECUTE

Failure by one or more parties ("Non-Signatories") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions

10. NOTICES

All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.2 of the Senior Credit Agreement and Clause 9.2 of the Subordinated Term Loan Agreement. All communication to any Supplemental Chargor shall be given to in care of Borrower Representative as provided in Section 9.2 of the Senior Credit Agreement and Clause 9.2 of the Subordinated Term Loan Agreement

11. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "Dispute") The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed, shall limit the right of the Secured Parties to bring any legal action against the Chargor in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Security Deed has been duly executed as a deed on the date first above written.

SCHEDULE 1**SUPPLEMENTAL CHARGORS**

Name of Supplemental Chargor	Registered Number	Registered Address
MYI UK Holdings (No 1) Limited	07739362	20-22 Bedford Row, London, WC1R 4JS
MYI Acquiror Limited	07739476	20-22 Bedford Row, London, WC1R 4JS
MYI US Holdings Limited	07739500	20-22 Bedford Row, London, WC1R 4JS
MYI Limited	02561541	IBEX House, 42-47 Minories, London, EC3N 1DY
Airclaims Group (Overseas) Limited	01748797	World Business Centre, 1 Newall Road, London, Heathrow, Hounslow, Middlesex, TW6 2AS
Agrical Holdings Limited	06501649	World Business Centre, 1 Newall Road, London, Heathrow, Hounslow, Middlesex, TW6 2AS
Agrical Limited	04315284	World Business Centre, 1 Newall Road, London, Heathrow, Hounslow, Middlesex, TW6 2AS

SCHEDULE 2

PROPERTIES

Country	Type of Interest	Address
UK	Lease	World Business Center 1, Newall Road, London Heathrow TW6 2AS
UK	Lease	Scottish Provident Bldg, 7 Donegall Square West, Belfast BT1 6JH
UK	Lease	Ground Floor Office, Block 1, Skeoge Industrial Park, Derry
UK	Lease	301 Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2
UK	Lease	38 Queen Street, Glasgow, G1 3DX
UK	Lease	17 Kingsley Mews, London E1W 3HZ
UK	Lease	Pall Mall Court, 61-67 King Street, Manchester
UK	Lease	St. Brandon's House, 27 & 29 Great George Street, Suite 35, Bristol BS32 4UB
UK	Lease	Festival House, Suite 3 5, Cheltenham GL50 3SH
UK	Lease	43 Temple Row, Birmingham B2 5LS
UK	Lease	IBEX House 42-47 Minorities London EC3N 2DY
UK	Lease	No 2 Wellington Place Leeds LS4 4AP
UK	Lease	Citibase - Newcastle
UK	Lease	The Lansdowne Building, No 2 Lansdowne Road, Croydon CR9 2ER
UK	Lease	Ground Floor Offices, Old Deanery Court, Cathedral Green, Wells Somerset BA5 2UQ
UK	Lease	The Old Estate Office, 56 Leeds Road, Tadcaster LS24 9HB
UK	Lease	Suite 11, Sceptre House, Hornbeam Park, Harrogate HG2 8RB
UK	Lease	Room 4, The Corner House Offices, High Street, Cranbrook, Kent TN17 3HE
UK	License	Office G, Glenruthven Mill, Abbey Road, PH3 1DN
UK	License	Suite 3, Cumbria House, Gilwilly Road, Penrith
UK	License	Upstairs front living room of Woodburn House, Hill Street, Corbridge, Northumberland, NE45 5AA
UK	License	A room at Oriel House, Tabrams Pitch, Nailsworth, Gloucestershire
UK	License	New Windsor House, Oxon Business Park, Shrewsbury SY3 5HJ
UK	License	Glebe Farm, Belchford, Horncastle, Lincolnshire LN9 6LS

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by

MYI ACQUIROR LIMITED acting by.

Toby Skelton as Director:

REDACTED

Witness:

REDACTED

Name:

Natalie Robinson

Address:

REDACTED

Occupation:

Exec Assist.

EXECUTED as a DEED by

MYI US HOLDINGS LIMITED acting by.

Toby Skelton as Director:

REDACTED

Witness:

REDACTED

Name:

Natalie Robinson

Address:

REDACTED

Occupation:

Exec Assist

EXECUTED as a DEED by

MYI UK HOLDINGS (NO.1) LIMITED acting by.

Toby Skelton as Director:

REDACTED

Witness:

REDACTED

Name:

Natalie Robinson

Address:

REDACTED

Occupation:

Exec. Assistant

[Signature Page to Supplemental Debenture]

EXECUTED as a DEED by

MYI LIMITED acting by:

Toby Skelton as Director:

REDACTED

Witness:

REDACTED

Name:

Natalie Robinson

Address:

REDACTED

Occupation:

Exec Asst

EXECUTED as a DEED by

AIRCLAIMS GROUP (OVERSEAS) LIMITED acting by:

Toby Skelton as Director:

REDACTED

Witness:

REDACTED

Name:

Natalie Robinson

Address:

REDACTED

Occupation:

Exec Asst

EXECUTED as a DEED by

AGRICOL HOLDINGS LIMITED acting by:

Toby Skelton as Director:

REDACTED

Witness:

REDACTED

Name:

Natalie Robinson

Address:

REDACTED

Occupation:

Exec Asst

[Signature Page to Supplemental Debenture]

EXECUTED as a DEED by

AGRICAL LIMITED acting by:

Toby Skelton as Director:

REDACTED

Witness:

REDACTED

Name:

Natalia Rodonelli

REDACTED

Address:

Occupation:

Spec. Assistant

[Signature Page to Supplemental Debenture]

THE INTERNATIONAL COLLATERAL AGENT

GE CORPORATE FINANCE BANK SAS, LONDON BRANCH:

REDACTED

Authorised Signatory: _____

REDACTED

Authorised Signatory: _____