

MG01

Particulars of a mortgage or charge

104803/13



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

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THURSDAY



For official use
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

1 Company details		For official use
Company number	0 4 9 8 5 3 3 5	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	AmicusHorizon Group Financing Limited (The "Chargor")	
2 Date of creation of charge		
Date of creation	d0 d6 m0 m1 y2 y0 y1 y1	
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'	
Description	The fixed charge dated 6 January 2011 between the Chargor and Prudential Trustee Company Limited (the "Security Trustee") (the "Fixed Charge")	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge	
Amount secured	According to Clause 2 of the Fixed Charge, the Chargor has made a covenant with the Security Trustee as trustee for the Beneficiaries that it will pay or discharge the Secured Obligations on the due date therefor in the manner provided in the Relevant Documents Any amount not paid when due shall bear interest (after as well as before judgement) at the Default Rate from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full	
		Continuation page Please use a continuation page if you need to enter more details

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4

Amount secured

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

Amount secured

In accordance with the Senior Security Trust Deed,

Secured Obligations means the aggregate of.

- the Designated Debt,
- all indemnification and reimbursement obligations of the Chargor under any of the Relevant Documents, and
- all other amounts payable by the Chargor to the Security Trustee, any nominee, delegate or agent thereof or any receiver under any of the Relevant Documents

Capitalised terms used in this form MG01 but not defined therein have been defined in the definitions section.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Prudential Trustee Company Limited

Address Laurence Pountney Hill, London

Postcode E C 4 R O H H

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

1. Fixed Charge

Fixed Charge as defined under paragraph 3.1 of the Fixed Charge

The Chargor charged with full title guarantee in favour of the Security Trustee as trustee for the Beneficiaries for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's rights, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party).

1 1 the Facilities Account, and

1 2 all rights and claims to which the Chargor is now or may become entitled in relation to all moneys now or at any time in future standing to the credit of the Facilities Account together with all rights related or attached to it (including the right to interest)

2 The Fixed Charge contains provisions for further assurance and negative pledge

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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>Definitions</p> <p>"Additional Authorised Borrower" means an Authorised Borrower, other than the Initial Authorised Borrower, who has entered into an Authorised Loan Agreement in accordance with the terms of the Loan Agreement and has acceded to the Senior Security Trust Deed in accordance with the provisions of Clause 2 (<i>Designated Debt</i>) of the Senior Security Trust Deed</p> <p>"Additional Senior Beneficiary" means the Hedging Counterparty and any person which becomes a Senior Beneficiary pursuant to the provisions of Clause 2 (<i>Designated Debt</i>) of the Senior Security Trust Deed</p> <p>"Agent" means Barclays Bank PLC in its capacity as agent whenever so designated under each of the Relevant Documents and any subsequent successors, transferees and assigns</p> <p>"AGF Debenture" means the debenture dated 17 December 2010 and made between the Chargor and the Security Trustee</p> <p>"AGF Documents" means.</p> <ul style="list-style-type: none"> (a) the Loan Agreement and each report delivered by the Chargor pursuant to the Loan Agreement, (b) each fee letter relating to the Loan Agreement, (c) each security trustee fee letter relating to the Senior Security Trust Deed and the Junior Security Trust Deed; (d) each novation certificate relating to the Loan Agreement, (e) the AGF Debenture, (f) the Senior Security Trust Deed, (g) the AGF Fixed Charges, and (h) any other document designated in writing as such by the Agent (acting on the instructions of the Lenders) and the Chargor <p>"AGF Fixed Charges" means the fixed charge dated on or about the date of the Senior Security Trust Deed and made between the Chargor and the Security Trustee in respect of the Facilities Account</p> <p>"Ancillary Documents" means the valuations, reports or certificates of title held by any Senior Beneficiary in respect of the Senior Security Assets</p> <p>"Authorised Borrower" means AmicusHorizon Limited in its capacity as the authorised borrower (the "Initial Authorised Borrower") and any Additional Authorised Borrower (except to the extent that the Authorised Borrower has ceased to be an Authorised Borrower pursuant to Clause 2 6 of Clause 2 (<i>Designated Debt</i>) of the Senior Security Trust Deed</p> <p>"Authorised Borrower Finance Documents" has the meaning ascribed to it in the Junior Security Trust Deed</p> <p>"Authorised Loan Agreement" means, at any time, a loan agreement made between, at the relevant time, an Authorised Borrower and the Chargor in respect of which the Chargor is providing loan facilities to such</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

Authorised Borrower from funds borrowed by it under the Loan Agreement.

"Beneficiaries" means the "Senior Beneficiaries" as defined in the Senior Security Trust Deed

"Default Rate" shall have the meaning ascribed to it in the Loan Agreement

"Designated Debt" shall have the meaning ascribed to it in Clause 2 1 of Clause 2 (*Designated Debt*) of the Senior Security Trust Deed

"Designated Document" means each agreement or other instrument between an Authorised Borrower or an Additional Senior Beneficiary and the Chargor designated as a **"Designated Document"** by the Chargor and the Instructing Party

"Enforcement Event" means any of the events, howsoever described, specified in any of the Relevant Documents as an event upon the occurrence of which any Senior Beneficiary or any group of Senior Beneficiaries (or any person on their behalf) becomes entitled (a) to call for early repayment of all or any of the sums owing to such Senior Beneficiary under any of the Relevant Documents and/or (b) to terminate all or any of the transactions entered into pursuant to such Relevant Document prior to the scheduled maturity thereof (other than the termination of any hedging arrangement contemplated under any Relevant Document where such termination occurs other than through the default of the Chargor)

"Facilities Account" means the account held in the name of the Chargor with Barclays Bank PLC with sort code 20-65-63 and account number 23623319 - BBT Corporate or such substitute account as has been so designated by the Agent and the Chargor and over which a valid and effective Fixed Charge has been granted

"Finance Documents" means each of.

- (a) the AGF Documents; and
- (b) the Authorised Borrower Finance Documents

"Finance Party" as defined in the Loan Agreement

"Hedging Counterparty" means a hedge provider.

"Instructing Party" has the meaning ascribed to it in Clause 1 7 of Clause 1 (*Interpretation and Definitions*) of the Senior Security Trust Deed

"Junior Security Trust Deed" means each security trust deed made between the Authorised Borrower, the Junior Security Trustee (as defined therein), the Chargor and the Agent in relation to the Authorised Borrower Finance Documents of the Authorised Borrower

"Lenders" means, save as referred to in Clause 2 6 of Clause 2 (*Designated*

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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>Debt) of the Senior Security Trust Deed, at any time, each financial institution which is at such time a Finance Party pursuant to and as defined in the Loan Agreement</p> <p>"Loan Agreement" means the loan facility agreement dated 17 December 2010 between the Chargor as borrower, Barclays Bank PLC as agent and Barclays Bank PLC as original lender.</p> <p>"Relevant Documents" means each of the Ancillary Documents, the AGF Documents, an ISDA Agreement, the Authorised Loan Agreements, the Authorised Borrower Finance Documents and each Designated Document.</p> <p>"Senior Beneficiaries" means, save as mentioned in Clause 2.6 of Clause 2 (Designated Debt) of the Senior Security Trust Deed, each of the Security Trustee, the Agent, the Hedging Counterparty and each Additional Senior Beneficiary and their respective successors and permitted assigns and transferees from time to time</p> <p>"Senior Proceeds" means the aggregate of all receipts or recoveries by the Security Trustee pursuant to, or upon enforcement of, any of the Senior Rights following an Enforcement Event after deducting (to the extent not already deducted or retained prior to such receipt or recovery by the Security Trustee) all sums which the Security Trustee is required by the terms of any of the Relevant Documents or by applicable law to pay to any other person before distributing any such receipts or recoveries to any of the Senior Beneficiaries.</p> <p>"Senior Rights" means all rights vested in the Security Trustee by virtue of, or pursuant to, its holding the interests conferred on it by the Senior Security Documents or under the Ancillary Documents and all rights to make demands, bring proceedings or take any other action in respect thereof.</p> <p>"Senior Security Assets" means all assets, rights and property of the Chargor mortgaged, charged or assigned (and/or sub-mortgaged, sub-charged or sub-assigned) pursuant to any Senior Security Document and the Senior Rights of the Security Trustee.</p> <p>"Senior Security Documents" means:</p> <ul style="list-style-type: none"> (a) the AGF Debenture; (b) the AGF Fixed Charges; (c) the Senior Security Trust Deed; (d) the Deed of Priorities; and (e) any other document creating, evidencing or granting security for the obligations of the Chargor under any Relevant Document. <p>"Senior Security Trust Deed" means the security trust deed dated 17 December 2010 made between the Chargor, Security Trustee and Barclays Bank PLC as agent pursuant to which the Chargor and the other parties have agreed to regulate their terms under the loan facilities</p>	

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

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

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 866).

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 870). 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 *Caroline Laplanche* X

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

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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 Lavanya Raghavan

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4289



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales

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

For companies registered in Scotland

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

For companies registered in Northern Ireland

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



Further information

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4985335
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED CHARGE DATED 6
JANUARY 2011 AND CREATED BY AMICUSHORIZON GROUP
FINANCING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO PRUDENTIAL
TRUSTEE COMPANY LIMITED 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 13 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JANUARY
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES