

MG01

Particulars of a mortgage or charge

190144/39



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 form MG01s

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25/02/2013

#27

COMPANIES HOUSE

For official use

1

Company details

Company number

0 5 8 5 0 5 2 5

Company name in full

Airport Partners Limited (the "Chargor")

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d² d¹ m⁰ m² y² y⁰ y¹ y³

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

Debenture (the "Debenture") made between (1) The Chargor and (2) The Ten Group PTY Limited (the "Chargee") and dated 21 February 2013

4

Amount secured

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

Amount secured

(a) All obligations of the Chargor owed or expressed to be owed to the Chargee under or in respect of the indemnity which is contained in clause 9 1 2 of an agreement for the sale and purchase of shares relating to Eye Corp (UK) Limited ("Eye") made between the Chargee and the Chargor (the "Agreement"), and
(b) any obligation referred to in paragraph (a) above which is or becomes unenforceable and any cost or liability the Chargee incurs as a result of the Chargor not paying any amount expressed to be payable by it on the date when it is expressed to be due under or in respect of the indemnity contained in clause 9 1 2 of the Agreement,

((a) and (b) together being the "Secured Liabilities")

Continuation page

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

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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 **The Ten Group PTY Limited**

Address **1-31 Saunders Street, Pyrmont, New South Wales**

Australia

Postcode **2 0 0 9**

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

Please see continuation page

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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

Nil

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 *Nabarro LLP*

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 **Christopher Ford**

Company name **Nabarro LLP**

Address **Lacon House**

84 Theobald's Road

Post town **London**

County/Region

Postcode

W	C	1	X		8	R	W
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Country

DX **DX77 Chancery Lane London**

Telephone



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland

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

For companies registered in Northern Ireland:

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



Further information

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

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. FIXED SECURITY

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- 1 1 charges to the Chargee by way of equitable mortgage any Real Property owned by the Chargor at the date of the Debenture or acquired by the Chargor after the date of the Debenture,
- 1 2 assigns to the Chargee its rights and interests in
 - 1 2 1 any present or future right to occupy any Real Property under licence, and
 - 1 2 2 rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract
- 1 3 assigns to the Chargee its rights and interest in
 - 1 3 1 any Investments, and
 - 1 3 2 any Dividends in respect of any Investments
- 1 4 charges to the Chargee by way of fixed charge its rights and interest in
 - 1 4 1 its present and future goodwill and uncalled capital,
 - 1 4 2 any present or future debts owing to the Chargor,
 - 1 4 3 any present or future insurances in respect of any Charged Property and the proceeds of such insurances, and
 - 1 4 4 any present or future Intellectual Property

2. FLOATING SECURITY

2 1 Floating charge

As continuing security for the payment of the Secured Liabilities the Chargor charges to the Chargee by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Chargee by way of fixed security under paragraph 1 above (Fixed Security)

3. NEGATIVE PLEDGE

The Chargor shall not create or permit to subsist any Security over any of the Charged Property

4. DEFINITIONS

In this form, capitalised terms have the following meanings

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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

"Charged Property"

means the assets, mortgaged charged or assigned by the Chargor under the Debenture,

"Dividends"

means all dividends, interest and other money payable in respect of the Investments,

"Intellectual Property"

means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"Investment"

means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity and includes all of the Chargor's shares in the issued share capital of Eye,
 - (b) unit in any unit trust or similar scheme,
 - (c) warrant or other right to acquire any such investment,
- and any offer, right or benefit in respect of any such investment other than Dividends, and

"Real Property"

means

- (a) any freehold, leasehold or immoveable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5850525
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
FEBRUARY 2013 AND CREATED BY AIRPORT PARTNERS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE TEN GROUP PTY LIMITED
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 25 FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 FEBRUARY
2013**

P.



Companies House



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