

MG01

Particulars of a mortgage or charge



IRIS  
LASERFORM

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

MONDAY



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01/03/2010

43

COMPANIES HOUSE

1

**Company details**

Company number

7 0 8 4 2 0 4

Company name in full

Hurricanedrift Limited (the **Chargor**)

1

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 3 0 2 2 0 1 0

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

A debenture dated 23 February 2010 entered into by the Chargor and Lloyds TSB Bank plc (the **Security Agent**) (the **Deed**)

4

**Amount secured**

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

Amount secured

All the Liabilities and all other present and future obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) at any time due, owing or incurred by any member of the Group (including the Chargor) to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the **Secured Obligations**)

**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	Lloyds TSB Bank plc							
Address	10 Gresham St, London, UK							
Postcode	E	C	2	U		7	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	Please refer to nine continuation sheets attached
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# 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

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 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 Allen & Overy 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 Temi Fatogun

Company name Allen & Overy LLP

Address 40 Bank Street

Canary Wharf

HEWITTT/FATOGUNT BK13426171

Post town London

County/Region

Postcode E 1 4 5 D U

Country United Kingdom

DX

Telephone 02030883491



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

# 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

Continuation sheet no 1

#### 1. CREATION OF SECURITY

##### 1.1 General

##### (a) All the Security created under the Deed

- (i) is created in favour of the Security Agent as agent and trustee for the Secured Parties,
- (ii) is security for the payment, discharge and performance of all the Secured Obligations, and
- (iii) is, where relevant, made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

##### (b) Subject to paragraph (c) below, if the Chargor assigns an agreement or any rights with respect to an agreement under the Deed (or charges an agreement by way of a first fixed charge) and the assignment or charge breaches a term of that agreement, the assignment or charge will not take effect

##### (c) After the Security created under the Deed has become enforceable, notwithstanding paragraph (b) above, in respect of any contract or agreement which is designated a Relevant Contract by the Security Agent, if the assignment or charge breaches a term of that contract or agreement because a third party's consent has not been obtained

- (i) (unless the Security Agent otherwise requires), the Chargor must use all reasonable endeavours to obtain the consent of the relevant third party as soon as reasonably practicable,
- (ii) the assignment or charge will take effect once that consent is obtained, and
- (iii) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it

##### (d) The Security Agent holds the benefit of the Deed on trust for the Secured Parties

##### (e) The fact that no or incomplete details of any Security Asset are inserted in the Schedule to this Form MG01 does not affect the validity or enforceability of the Security created under the Deed

##### 1.2 Land

##### (a) The Chargor charged

- (i) by way of a first legal mortgage, all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property, this includes any specified in the Schedule to this Form MG01 under the heading Real Property, and

Please see continuation sheet no 2

# MG01 - continuation page

## Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	<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>Continuation sheet no 2</p> <p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge, all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property</p> <p>(b) A reference in the Deed to any freehold or leasehold property includes</p> <p style="margin-left: 40px;">(i) all buildings, erections and Fixtures on that property owned by the Chargor, and</p> <p style="margin-left: 40px;">(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants</p> <p><b>1.3 Investments</b></p> <p>(a) The Chargor charged by way of a first legal mortgage</p> <p style="margin-left: 40px;">(i) all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in the Schedule to this Form MG01 under the heading Shares, and</p> <p style="margin-left: 40px;">(ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf</p> <p>(b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes</p> <p style="margin-left: 40px;">(i) any dividend, interest or other distribution paid or payable,</p> <p style="margin-left: 40px;">(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p style="margin-left: 40px;">(iii) any right against any clearance system, and</p> <p style="margin-left: 40px;">(iv) any right under any custodian or other agreement,</p> <p style="margin-left: 80px;">in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment but excludes specifically any shares in a member of the Group incorporated in Scotland subject to specific fixed security in favour of the Security Agent under Scots law</p> <p><b>1.4 Plant and machinery</b></p> <p>The Chargor charged by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession</p> <p><b>1.5 Credit balances</b></p> <p>The Chargor charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account it has with any person and the debt represented by that account</p> <p>Please see continuation sheet no 3</p>

# 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>Continuation sheet no 3</p> <p><b>1.6 Insurances</b></p> <p>(a) The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its insurances and all of its rights in connection with those amounts</p> <p>(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charged by way of first fixed charge all amounts and rights described in paragraph (a) above</p> <p>(c) The Chargor charged by way of first fixed charge all amounts payable to it under or in connection with each of its other insurances and all of its rights in connection with those amounts</p> <p>(d) A reference in this subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party</p> <p><b>1.7 Other contracts</b></p> <p>(a) Subject to paragraph (b) of Clause 1 1 (General) of the Deed (as set out in paragraph 1 1(b) of this Form MG01), the Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <p>(i) its Relevant Contracts,</p> <p>(ii) any letter of credit issued in its favour, and</p> <p>(iii) any bill of exchange or other negotiable instrument held by it</p> <p>(b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment or the consent for assignment of that right has not been received, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p>Please see continuation sheet no 4</p>	

# 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>Continuation sheet no 4</p> <p>(c) To the extent that they do not fall within any other subclause of this clause and are not effectively assigned under paragraph (a) or (b) of Clause 2.7 of the Deed, the Chargor charged by way of first fixed charge all of its rights under each agreement and document to which it is a party</p> <p><b>1.8 Intellectual property</b></p> <p>The Chargor charged by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights, this includes any specified in the Schedule to this Form MG01 under the heading Intellectual Property</p> <p><b>1.9 Miscellaneous</b></p> <p>The Chargor charged by way of a first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p><b>1.10 Floating charge</b></p> <p>(a) The Chargor charged by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed and, for the avoidance of doubt, by way of a first floating charge all of its assets situated in Scotland or otherwise subject to Scots law</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert (to the extent permitted by law) the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) the Security created under the Deed has become enforceable,</p> <p>(ii) the Security Agent considers (acting reasonably) those assets 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</p> <p>(iii) that Chargor fails to comply, or takes or threatens to take any action which is reasonably likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (Restrictions on Dealings) of this Deed (as set out in paragraph 2 of this Form MG01)</p> <p>Please see continuation sheet no 5</p>	



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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>Continuation sheet no 5</p> <p>(c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A to the Insolvency Act 1986</p> <p>(d) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically (to the extent permitted by law) convert into a fixed charge over all of the Chargor's assets</p> <p>(i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator by a person who is entitled to do so, or</p> <p>(ii) on the convening of any meeting of the members of the Chargor to formally consider a resolution to wind the Chargor up (or not to wind the Chargor up)</p> <p>(e) The floating charge created under the Deed is a <b>qualifying floating charge</b> for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>(f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under the Deed or any other Finance Document</p> <p>(g) Any Security created by Scots law governed floating charge granted by the Chargor in favour of the Security Agent shall rank ahead of (i) the floating charge created by paragraph (a) above and (ii) each other floating charge or fixed charge (other than a fixed charge governed by Scots law) granted by that Chargor in so far as they create charges over assets situated in Scotland or otherwise governed by Scots law</p> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p>The Chargor may not</p> <p>(a) create or allow to exist any Security on any of its assets, or</p> <p>(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,</p> <p>unless permitted under any Finance Document</p> <p>Please see continuation sheet no 6</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

Continuation sheet 6

#### 3. VOTING RIGHTS

- (a) Before the Security has become enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments in any manner which is not reasonably likely to
- (i) adversely affect the validity or enforceability of the Security, or
  - (ii) cause an Event of Default to occur
- (b) Before the Security has become enforceable, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the Chargor

In this form MG01,

**Cash Equivalent Investments** has the meaning given to that term in the Facilities Agreement

**Deed of Accession** means a deed substantially in the form of Schedule 5 (Form of Deed of Accession) of the Deed

**Debtor** has the meaning given to that term in the Intercreditor Agreement

**Debt documents** has the meaning given to that term in the Intercreditor Agreement

**Facility Agent** means Lloyds TSB Bank Plc in its capacity as Facility Agent under and as defined in the Facilities Agreement

**Facilities Agreement** means the facilities agreement dated 28 January 2010 between, amongst others, the Parent, the Chargor and Lloyds TSB Bank plc as facility agent and security agent

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

**Fixtures** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in a Chargor's Mortgaged Property

**Group** means the Parent and its Subsidiaries from time to time as defined in the Facilities Agreement

**Intercreditor Agreement** means the intercreditor agreement dated on 28 January 2010 between, amongst others, the Chargor, the Parent, the Facility Agent and the Security Agent in connection with, amongst other things, the Facilities Agreement

Please see continuation sheet no 7

# MG01 - continuation page

## 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>Continuation sheet 7</p> <p><b>Liabilities</b> means all present and future liabilities and obligations at any time of any member of the Group to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations under the Debt Documents</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><b>Mortgaged Property</b> means all freehold and leasehold property which the Chargor purports to mortgage or charge under the Deed including, without limitation, any freehold or leasehold property specified in the Schedule to this MG01 Form under the heading Real Property</p> <p><b>Payment</b> has the meaning given to that term in the Intercreditor Agreement</p> <p><b>Mandatory Prepayment Amount</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Obligor</b> means each Borrower and each Guarantor as defined in the Facilities Agreement</p> <p><b>Parent</b> means Cyclonedrift Limited, a company incorporated in England and Wales with registration number 7092763</p> <p><b>Payment</b> has the meaning given to that term in the Intercreditor Agreement</p> <p>Please see continuation sheet no 8</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

Continuation sheet no 8

**Plant and Machinery** means all the plant and machinery owned by the Chargor including any plant, machinery, computers, office equipment or vehicles specified in the Schedule to this Form MG01 under the heading Plant and Machinery and opposite its name

**Relevant Contract** means

(a) any agreement specified in the Schedule to this Form MG01 under the heading Relevant Contracts, and

(b) any other agreement to which the Chargor is a party (and which is material in the context of the Chargor's business in the opinion of the Security Agent (acting reasonably)) which each of the Parent and the Security Agent (each acting reasonably) has designated a Relevant Contract

**Secured Parties** has the meaning given to that term in the Intercreditor Agreement

**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 Account** means the Chargor's

(a) Mandatory Prepayment Accounts, and

(b) any other account which it purports to charge under the Deed

**Security Assets** means all assets of the Chargor the subject of the Deed

Please see continuation sheet no 9

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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

Continuation sheet no 9

**SCHEDULE**

**REAL PROPERTY**

None specified at the date of the Deed

**SHARES**

None specified at the date of the Deed

**SPECIFIC PLANT AND MACHINERY**

None specified at the date of the Deed

**RELEVANT CONTRACTS**

**Chargor**

Hurricanedrift Limited

**Description**

The Acquisition Agreement

**SPECIFIC INTELLECTUAL PROPERTY RIGHTS**

None at the date of the Deed

End of continuation sheets



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7084204  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 23  
FEBRUARY 2010 AND CREATED BY SURVITEC GROUP  
(HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY MEMBER OF THE GROUP  
(INCLUDING THE COMPANY FORMERLY KNOWN AS  
(HURRICANEDRIFT LIMITED) TO ANY SECURED PARTY  
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 1 MARCH 2010

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2010**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES