

MG01

Particulars of a mortgage or charge



561385/78

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY

For other information, please



A03 *AIKQNMV6* 415
26/08/2010
COMPANIES HOUSE

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 7 2 5 8 5 5 4

Company name in full Project Magnum Limited (the "Company")

2 Date of creation of charge

Date of creation 1 8 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

Debenture dated 18 August 2010 between (1) the Company and (2) Barclays
Private Equity Limited (the "Security Trustee")

4 Amount secured

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

Amount secured

Please see continuation page

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

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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

Name ☒ Barclays Private Equity Limited

Address 1 Churchill Place, London

Postcode E 1 4 5 H P

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars Please see continuation pages.

Continuation page

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

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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 *Pincent Masons UP* 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 HK04 642264.07000 23469127

Company name Pinsent Masons LLP

Address 1 Park Row

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 5 A B

Country England

DX 26440 Leeds 28

Telephone 0113 244 5000



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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Amount secured

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

Amount secured

All obligations and liabilities at the date of the Debenture and in the future (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Company to the Security Trustee or any of the Noteholders under each of the Loan Note Documents (and whether originally owing to that Noteholder or purchased or acquired by that Noteholder), except for any obligation or liability which, if it were so included, would result in the Debenture contravening any law (the "**Secured Obligations**")

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10.

in accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
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1 CREATION OF SECURITY

1 1 General

All the security created under the Debenture -

- 1 1 1 is created in favour of the Security Trustee as agent and security trustee for each of the Noteholders,
- 1 1 2 is created over assets of the Company at the date of this Debenture and thereafter,
- 1 1 3 is security for the payment of all the Secured Obligations, and
- 1 1 4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

1 2 Mortgage

The Company has charged by way of legal mortgage all its right title and interest in the Mortgaged Property

1 3 Fixed charges

To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3 2 of the Debenture (paragraph 1 2 above) or effectively assigned pursuant to Clause 3 5 of the Debenture (paragraph 1 5 below), the Company has charged by way of fixed charge -

- 1 3 1 all estates or interests in any Real Property belonging to it at the date of the Debenture or thereafter,
- 1 3 2 all its rights under any agreement relating to the purchase of any freehold or leasehold property,
- 1 3 3 all its rights under any occupational lease, licence or other right of occupation,
- 1 3 4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession,
- 1 3 5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts,
- 1 3 6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,
- 1 3 7 all its rights under any interest rate hedging arrangements,
- 1 3 8 its goodwill,
- 1 3 9 its uncalled capital,

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- 1 3 10 the Shares,
- 1 3 11 all its right, title and interest in any Investment including all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Investment,
- 1 3 12 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest,
- 1 3 13 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in Clause 3 of the Debenture (this paragraph 1) and the right to recover and receive all compensation which may be payable to it in respect of them, and
- 1 3 14 any beneficial interest, claim or entitlement it has to any assets of any pension fund

1 4 Exceptions to fixed security

The fixed security from time to time created by the Debenture does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated

1 5 Assignment by way of security

To the extent not validly and effectively charged by way of fixed charge pursuant to Clause 3 3 of the Debenture (paragraph 1 3 above) the Company assigns and agrees to assign absolutely all of its right, title and interest in -

- 1 5 1 the benefit of any agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it, and
- 1 5 2 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies

1 6 Floating charge

The Company has charged by way of floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions of Clause 3 of the Debenture (this paragraph 1) or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of Clause 3 of the Debenture (this paragraph 1)

1 7 Automatic crystallisation of floating charge

The floating charge created by Clause 3 6 of the Debenture (paragraph 1 6 above) shall (other than in respect of any Charged Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under Section 72 of the Insolvency Act by reason of automatic

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conversion) immediately upon the occurrence of the relevant event convert into a fixed charge in respect of -

- 1 7 1 any Charged Asset which shall without the prior written consent of the Security Trustee become subject to a fixed charge in favour of any person other than the Security Trustee or the security agent pursuant to the Facilities Agreement,
- 1 7 2 any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process,
- 1 7 3 all Charged Assets if an Administrator is appointed by the Security Trustee or the Security Trustee receives notice of an intention to appoint an Administrator, or
- 1 7 4 all Charged Assets on the convening of any meeting of the members of the Company to consider a resolution to wind up the Company (or not to wind up the Company)

1 8 Crystallisation on notice of floating charge

The Security Trustee may at any time

- 1 8 1 after the security created by the Debenture has become enforceable in accordance with Clause 11 of the Debenture, or
- 1 8 2 if the Company fails to comply or takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in it failing to comply with its obligations under Clause 6 of the Debenture, or
- 1 8 3 if the Security Trustee considers that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, or are otherwise in jeopardy, or
- 1 8 4 if the Security Trustee considers that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of the Company,

by giving notice in writing to that effect to the Company convert the floating charge created by Clause 3 6 of the Debenture (paragraph 1 6 above) into a fixed charge as regards any asset specified in such notice. The conversion shall take effect immediately upon the giving of the notice

1 9 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3 6 of the Debenture (paragraph 1 6 above) so that the floating charge created by Clause 3 6 of the Debenture (paragraph 1 6 above) shall be a "qualifying floating charge" for the purposes of that paragraph

1 10 Restrictions on the creation of security

If security cannot be created in respect of any asset of the Company without the consent of any third party -

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- 1 10 1 the Company must notify the Security Trustee promptly upon becoming aware of the same,
- 1 10 2 the Debenture shall not create any security in respect of that asset except to the extent permitted without the consent of any third party but will secure all amounts which the Company may receive in respect of that asset,
- 1 10 3 unless the Security Trustee otherwise agrees, the Company must use reasonable endeavours to obtain the consent of the third party to the creation of security over that asset pursuant to the Debenture, and
- 1 10 4 on and from the date on which such consent is obtained, the security created by the Debenture shall extend to and include that asset

2 UNDERTAKINGS

The Company has agreed that it shall comply with all material covenants, obligations and conditions relating to the freehold, heritable or leasehold property owned or occupied by the Company and indemnify the Security Trustee and the Noteholders in respect of any breach of those obligations, covenants and conditions

3 INDEMNITY

The Company has agreed that it shall indemnify the Security Trustee and each Receiver from and against all losses, costs, expenses, claims, demands and liabilities whether in contract, delict, tort or otherwise (together with any applicable value added tax) incurred by the Security Trustee or that Receiver or by any employee, agent or delegate of the Security Trustee or any Receiver in connection with anything done or omitted under the Debenture or any other document relating to it, or in the exercise or attempted or purported exercise of the powers contained in the Debenture or occasioned by any breach by the Company of any of its undertakings or other obligations to the Security Trustee, or in consequence of any payment in respect of the Secured Obligations (whether made by the Company or a third person) being declared void or impeached for any reason. The Security Trustee and any Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by the Debenture

4 FURTHER ADVANCES

If any Noteholder is obliged to make further monies available to the Company under the Loan Note Documents, that obligation is deemed to be incorporated in the Debenture and the Company applies to the Chief Land Registrar for the registration against the registered title of such of the Assets (if any) as is registered under the Land Registration Act 1925 of a note that the Security Trustee is under an obligation to make further advances to the Company

Terms used in this form MG01 are defined as follows -

"Administrator" means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act

"Charged Assets" means the assets, rights and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Trustee by or pursuant to the Debenture

"Facilities Agreement" means the facilities agreement dated on or around the date of the Debenture between the Company (as Parent), Project Magnum (Bidco) Limited, the Original

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Obligors, the Arrangers, the Original Lenders, the Agent and Security Agent (all as defined therein)

"Insurance Policy" means any policy of insurance or assurance in which the Company may at any time have an interest

"Intellectual Property Rights" means -

- (a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not, and
- (b) the benefit of all applications for and rights to use any such assets

"Investments" means all shares and stock in the capital of any company, debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments at the date of the date Debenture and thereafter owned by the Company or in which the Company has an interest together in all cases with all Related Rights

"Loan Note Documents" means -

- (a) the Loan Note Instrument,
- (b) each Loan Note,
- (c) the Loan Note Security Documents,
- (d) the Security Trust Deed, and
- (e) any other document designated as such in writing by the Company and the Security Trustee

"Loan Note Instrument" means the instrument executed by Project Magnum Limited on or about the date of the Debenture constituting up to £29,086,087 10 per cent Series A Fixed Rate Secured Notes of Project Magnum Limited, as amended from time to time

"Loan Notes" means the loan notes created pursuant to the Loan Note Instrument

"Loan Note Security Documents" has the meaning provided in the Security Trust Deed

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 1 of the Debenture (of which there is none) and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any monies paid or payable in respect of those covenants

"Noteholder" means any one of the Noteholders

"Noteholders" means the Noteholders (as defined in the Loan Note Instrument)

"Real Property" means the Mortgaged Property and any other freehold or leasehold property in which the Company has an interest at the date of the Debenture and thereafter and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any

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covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any monies paid or payable in respect of those covenants

"Receiver" means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Debenture or pursuant to statute

"Related Rights" means, in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Debenture on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments

"Security Trust Deed" means the security trust deed entered into on or about the date of the Debenture between the Company, the Noteholders and the Security Trustee, as amended from time to time

"Shares" means the shares listed in Schedule 2 of the Debenture as follows -

Registered owner	Company in which shares held	Registered No.	Class and nominal value of shares	Number of shares
Project Magnum Limited	Project Magnum (Bidco) Limited	07321610	Ordinary Shares of £1 each	1

together with all Related Rights



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7258554
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 AUGUST
2010 AND CREATED BY PROJECT MAGNUM LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURITY TRUSTEE OR ANY OF THE
NOTEHOLDERS 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
26 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES