

MG01

Particulars of a mortgage or charge



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**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**

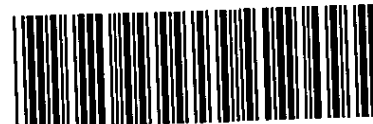
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a Sec company. To do this, please use form MG01s

SATURDAY



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25/09/2010

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COMPANIES HOUSE

1

**Company details**

Company number

0 7 3 2 0 9 3 9

Company name in full

NIRVANA DEBT CO 2 LIMITED (the "Company")

For official use

**→ 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

d 2 d 1 m 0 m 9 y 2 y 0 y 1 y 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 21 September 2010 between the Parent, the Charging Companies and the Security Agent (the "Debenture")

4

**Amount secured**

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

Amount secured

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 21 September 2010 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 (the "Indebtedness")

Continued on continuation sheet

**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 CityMark, 150 Fountainbridge, Edinburgh as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode E H 3 9 P 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

**1 CHARGING CLAUSE****1 1 Fixed Charges**

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 21 September 2010 and in future, from time to time owned by it or in which it has an interest

**(a) by way of first legal mortgage**

(i) all freehold and leasehold property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;

**(b) by way of first fixed charge**

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,

Continued on continuation sheet

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## 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

N/A

### 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



X

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

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## 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 CSHERR/KIH/LLO03 00049/18009190

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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)

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form MG01</p> <p>"Acquisition Agreements" means the Acquisition Agreements as such term is defined in the Senior Facilities Agreement,</p> <p>"Agreed Security Principles" means the principles set out in schedule 14 (Agreed Security Principles) of the Senior Facilities Agreement,</p> <p>"Assigned Agreements" means the Insurances, the Acquisition Agreements, the Structural Intra-Group Loan Agreements (as such term is defined in the Senior Facilities Agreement), the Company Intra-Group Loan Agreement (as such term is defined in the Senior Facilities Agreement) and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts, as both such terms are defined in the Senior Facilities Agreement,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 6 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of an Event of Default which is continuing) as the Security Agent shall specify,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Event of Default" means an Event of Default as such term is defined in the Senior Facilities Agreement,</p> <p>"Finance Documents" means Finance Documents as such term is defined in the Senior Facilities Agreement,</p> <p>"Finance Parties" means Finance Parties as such term is defined in the Senior Facilities Agreement,</p> <p>"Financial Indebtedness" means Financial Indebtedness as such term is defined in the Senior Facilities Agreement,</p> <p>"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 herein,</p> <p>"Group" means the Parent and each of its respective Subsidiaries for the time being;</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedging Agreements" means the Hedging Agreements as such term is defined in the Senior Facilities Agreement,</p>	

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

"Insurances" means all policies of insurance and all proceeds of them either as at 21 September 2010 or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, including those listed in schedule 4 to the Debenture, as set out in schedule 4 hereto, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist as at 21 September 2010 or in the future), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of the Company (which may subsist as at 21 September 2010 or in the future),

and including all Intellectual Property described in schedule 7 to the Debenture, as set out in schedule 5 hereto,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Nominated Accounts" means an account nominated by the Security Agent for the collection of proceeds of any Other Debts,

"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement,

"Other Debts" means the debts and claims identified in clause 3 1(b)(v) of the Debenture, as set out in clause 1 1(b)(v) herein,

"Parent" means Nirvana Debtco 1 Limited (CRN 07320999),

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Secured Parties" means the Finance Parties,

"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 Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 9 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Senior Facilities Agreement" means the facilities agreement dated 21 September 2010 under which certain lenders have made available facilities to the Parent,

"Subsidiary" means

(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,

(b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>but in addition as if those sections provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the purposes of that section as held by that other body corporate,</p> <p>"Subsidiary Shares" means all the shares owned by the Company in its Subsidiaries including those listed in schedule 3 of the Debenture, as set out in schedule 3 hereto</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

(vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,

(vii) all its Intellectual Property,

(viii) all rights and interest in the Hedging Agreements;

(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(x) its goodwill and uncalled capital,

(xi) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Agreements

#### 1.2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 21 September 2010 and in future not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below

#### 1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company

(b) Until the occurrence of an Event of Default which is continuing, but subject to clause 7.8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

#### 1.4 Conversion of Floating Charge

If

(a) an Event of Default has occurred which is continuing, or

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Debenture



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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

#### 1 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

#### 2 FURTHER ASSURANCE

##### 2 1 General

(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

#### 3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

##### 3 1 Except as permitted under the terms of the Senior Facilities Agreement

(a) the Company shall not (and the Company shall ensure that no other Charging Company will) create or permit to subsist any Security over any of its assets

(b) the Company shall not (and the Company shall ensure that no other Charging Company will)

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other Group Company,

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

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## Particulars of a mortgage or charge

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(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(iv) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

#### SCHEDULES

##### SCHEDULE 1

##### Charging Companies

Name	Registered Number
Nirvana Debtco 1 Limited	07320999
Nirvana Debtco 2 Limited	07320939

##### SCHEDULE 2

##### Details of Properties

##### Registered Land

Charging Company	County and District (or London Borough)	Address or description	Title No
None as at 21 September 2010			

##### Unregistered Land

None as at 21 September 2010

##### SCHEDULE 3

##### Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
None as at 21 September 2010			

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 4

##### Insurances

None as at 21 September 2010

#### SCHEDULE 5

##### Intellectual Property

None as at 21 September 2010



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

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

**COMPANY NO. 7320939  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21  
SEPTEMBER 2010 AND CREATED BY NIRVANA DEBT CO 2  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE CHARGING COMPANY OR ANY OTHER  
OBLIGOR TO ANY SECURED PARTY 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 25 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER  
2010



*Companies House*  
— for the record —

*Dx*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES