

MG01

Particulars of a mortgage or charge



102339/143

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 company. To do this, use form MG01s

For further information, please



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19/02/2011

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COMPANIES HOUSE

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SATURDAY

1

Company details

Company number

07470886

Company name in full

Castlegate 638 Limited ("Company")

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

01/04/2012

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 14 February 2011 and made between (1) the Company and (2) Barclays Unquoted Investments Limited ("BV") ("Debenture")

4

Amount secured

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

Amount secured

h
10
"Secured Obligations" means all present and future moneys, obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Company to BV under or in connection with Loan Note Documents and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the default interest rate, and in the manner described, in the Loan Note Instrument.

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 Barclays Unquoted Investments Limited

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

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 COVENANT TO PAY

The Company covenants with BV that it will pay and discharge the Secured Obligations to BV when due in accordance with the terms of the Loan Note Documents

2. GRANT OF SECURITY

2.1 Charges

The Company with full title guarantee charges in favour of BV as continuing security for the payment and discharge of the Secured Obligations

2 1.1 by way of legal mortgage, the Real Property;

2 1 2 by way of fixed charge, any Real Property at the date of the Debenture or at any time after belonging to the Company (other than any property charged under clause 3 1.1 of the Debenture);

2 1 3 by way of fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Company, both present and future,

2.1 4 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights,

2.1.5 by way of fixed charge all present and future Receivables;

2 1 6 by way of fixed charge all present and future Investments;

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Short particulars	<p>2 1.7 by way of fixed charge, all present and future Intellectual Property,</p> <p>2 1.8 by way of fixed charge, the goodwill of the Company and its uncalled capital both present and future;</p> <p>2 1.9 by way of fixed charge insofar as any provision assignment by way of security referred to in clause 3.3 of the Debenture shall not be effective, all rights and interest in and claims under all Insurance Policies (save in respect of Excluded Insurance Proceeds) and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Company is entitled under any of the Material Contracts, and</p> <p>2 1 10 by way of floating charge, the whole of the Company's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Debenture (the "Floating Charge Property").</p> <p>2.2 Qualifying Floating Charge</p> <p>Paragraph 14 of Schedule 81 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.</p> <p>2.3 Security Assignment</p> <p>Following the Senior Discharge Date each Company will with full title guarantee assign to BV as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the Insurance Policies</p> <p>3. NEGATIVE PLEDGE</p> <p>Except as permitted in clause 4.3 of the Debenture:</p> <p>3 1 The Company shall not create or permit to subsist any Security over any of its assets</p> <p>3.2 The Company shall not:</p> <p>3 2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re acquired by a Company (as such term is defined in the Debenture);</p> <p>3 2 2 sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p style="text-align: right;">continued/ .</p>	

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Short particulars	<p>3 2 3 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</p> <p>3 2 4 enter into any 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</p> <p>(together "Quasi Security").</p> <p>3 3 Clause 4.1 and 4.2 of the Debenture do not apply to any Security or (as the case may be) Quasi Security, which is:</p> <p>3 3 1 Permitted Security; or</p> <p>3 3 2 Permitted Transaction.</p> <p>4 CRYSTALLISATION OF FLOATING CHARGE</p> <p>4 1 Subject, prior to the Senior Discharge Date, to Lloyds TBS Bank plc first exercising its right to crystallize the floating charge pursuant to the terms of the Lloyds Debenture, BV may at any time by notice in writing to the Company immediately convert the floating charge created by clause 3 1.10 of the Debenture into a fixed charge as regards any property or assets specified in the notice if</p> <p>4 1.1 an Event of Default has occurred and is continuing, or</p> <p>4.1.3 BV reasonably considers that such Charged Property is in jeopardy or in danger of being seized or sold pursuant to any form of legal process.</p> <p>4 2 Subject, prior to the Senior Discharge Date, to Lloyds TBS Bank plc first exercising its right to crystallize the floating charge pursuant to the term of the Lloyds Debenture, the floating charge, created under clause 3 1 10 of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge if</p> <p>4.2.1 the Company disposes of any of the Floating Charge Property, or</p> <p>4 2 2 any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person other than as permitted on the terms of the Facilities Agreement and/or the Loan Note Instrument; or</p> <p style="text-align: right;">continued/.</p>

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Short particulars	<p data-bbox="325 353 1043 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 405 1474 465">4.2 3 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or</p> <p data-bbox="325 499 1437 584">4 2.4 a resolution is passed or an order is made for the winding up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Company.</p> <p data-bbox="325 618 1522 920">4 3 At any time after the floating charge constituted hereunder shall have crystallised as a fixed charge over all or part of the Charged Property pursuant to clause 5 of the Debenture but before the appointment of any Receiver pursuant hereto, the said fixed charge shall upon the written notice of BV to the relevant Company cease to attach to the assets then subject to the fixed charge and shall again subsist as a floating charge. BV shall give such notice promptly following the cessation of any of the events that give rise to at crystallisation provided that no other event specified in clause 5 1 or 5.2 of the Debenture or Default is continuing at that time</p> <p data-bbox="325 954 1506 1077">4 4 The floating charge created under the Debenture shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company</p> <p data-bbox="325 1111 826 1137">5. UNDERTAKINGS OF THE COMPANY</p> <p data-bbox="325 1171 1506 1232">Without prejudice to any other rights of BV, the undertakings in Schedule 7 of the Debenture shall be suspended until the Senior Discharge Date.</p> <p data-bbox="325 1265 826 1292">5 1 Charged Property generally</p> <p data-bbox="325 1326 584 1352">The Company will</p> <p data-bbox="325 1386 1522 1599">5 1 1 if an Event of Default is continuing or the BV reasonably suspects an Event of Default is continuing or will occur, the Company shall permit BV and/or accountants or other professional advisors and contractors of BV free access at all reasonable times and on reasonable notice at the risk and cost of the Company to (a) the premises, assets, books, accounts and records of the Company and (b) meet and discuss matters with Senior Management;</p> <p data-bbox="325 1632 1522 1816">5 1.2 notify BV within 14 days of receipt of every notice, order or proposal made in relation to, the Charged Property by any competent authority which may reasonably be expected to result in a Material Adverse Effect and (if required by BV) immediately provide it with a copy of the same and either (1) comply with such notice, order or proposal or (2) make such objections to the same as BV may require or approve;</p>

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Short particulars	<p>5.1 3 duly and punctually pay all rates, rents, taxes and other outgoings (whether imposed by statute or otherwise) payable in respect of the Charged Property by the Company or occupier of the Real Property;</p> <p>5.1 4 comply in all respects with all laws to which it may be subject, if failure so to comply has or is likely to have a Material Adverse Effect;</p> <p>5.1 5 comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it;</p> <p>5.1 6 not, except with the prior written consent of BV (such consent not to be unreasonably withheld or delayed), enter into any material, onerous or restrictive obligation affecting any of the Charged Property;</p> <p>5 1 7 provide BV with all information which it may reasonably request in relation to the Charged Property; and</p> <p>5 1 8 not do, cause or permit to be done or omit to do anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property.</p> <p>5 2 Property matters</p> <p>5 2 1 The Company will</p> <p>5 2 1 1 maintain all buildings and erections forming part of the Charged Property in as good a state of repair as at the date hereof (fair wear and tear excepted);</p> <p>5 2.1.2 observe and perform all material covenants, stipulations, requirements and obligations from time to time affecting the Real Property and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the Real Property whether Imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or reasonable to maintain, defend or preserve its right, title and interest to and in the Real Property without infringement by any third party and not without the prior consent in writing of BV enter into any onerous or restrictive obligations affecting any of the same,</p> <p>5 2 1.3 in respect of any Leasehold Real Property which (i) does not fall under paragraph (1) of the definitions/of Excluded Leasehold and (ii) which is acquired after the date of the Debenture and (iii) which is agreed between the Company and BV (each acting reasonably) to be of material value, use reasonable endeavours to obtain the landlord consent to charge its leasehold interest in any property to BV, where such consent is required to be obtained;</p> <p style="text-align: right;">continued/. .</p>

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Short particulars	<p>5.2 1 4 not, except with the prior written consent of BV or as expressly permitted under the Facilities Agreement, confer on any person:</p> <p>5 2.1.4.1 any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power), or</p> <p>5 2.1 4 2 any right or licence to occupy any land or buildings forming part of the Real Property; or</p> <p>5 2 1.4 3 any licence to assign or sub let any part of the Real Property;</p> <p>5 2 1.5 not, except with the prior written consent of BV permit any person to be registered (jointly with the Company or otherwise) as proprietor under the Land Registration Acts of the Real Property nor create or permit to arise any overriding interest affecting the same within the definition in those Acts or permit any person to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Real Property,</p> <p>5.2.1 6 not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 without first obtaining such permissions as may be required under applicable legislation and, in the case of development involving a substantial change in the structure of, or a change in use of, any part of the Real Property (where such change relates to premises material to the conduct of the Company's business), without first obtaining the written consent of BV (such consent not to be unreasonably withheld or delayed),</p> <p>5 2.1 7 comply with all Environmental Law, obtain, maintain and ensure compliance with all requisite Environmental Permits and implement procedures to monitor compliance with and to prevent liability under any Environmental Law, where failure to do so has or is reasonably likely to have a Material Adverse Effect;</p> <p>5 2 1.8 punctually pay, or cause to be paid, and indemnify BV and any Receiver (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Real Property or by the owner or occupier thereof,</p> <p>5.2 1 9 do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be determined;</p>	continued/ . .

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Short particulars	<p>5 2.1.10 in relation to any tease under which the Company from time to time holds the Real Property:</p> <p>5 2.1 10 1 pay the rents reserved by and generally observe and perform the terms, covenants, stipulations and conditions contained in such lease which if not performed would lead to a termination of the tease and on the part of the tenant to be paid observed and performed;</p> <p>5 2 1 10 2 use all reasonable endeavours to procure the observance and performance by the landlord under such Tease of the terms, covenants, stipulations and conditions on the part of the landlord to be observed and performed,</p> <p>5.2 1 10 3 not without the consent of BV vary, cancel, surrender, determine or permit to be forfeited such lease where such action would be reasonably likely to lead to a Material Adverse Effect, and</p> <p>5.2 1.10 4 not without the consent of BV agree any review of the rent payable under such lease,</p> <p>5 2 1.11 notify BV immediately upon the acquisition of any Real Property</p> <p>5 2 2 The Company authorises BV to make any application which it deems appropriate for the designation of the Debenture and/or any Loan Note Documents any other document as an exempt information document under rule 136 of the Land Registration Rules 2003 and shall use its best endeavours to assist with any such application made by or on behalf of BV The Company shall notify BV in writing as soon as it receives notice of any person's application under Rule 137 of the Land Registration Rules 2003 for the disclosure of the Debenture or any other document, following its designation as an exempt information document and shall not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of such document as an exempt information document</p> <p>5.3 Insurance</p> <p>5 3 1 The Company will effect and maintain at its expense insurances in respect of all its assets and business in accordance with its obligations under clause 27.22 (<i>Insurance</i>) of the Facilities Agreement Such insurance shall (in addition to complying with any requirements as to insurance in the other Loan Note Documents)</p> <p>5.3.1 1 have the interest of BV as mortgagee noted on all relevant policies, and</p> <p>5.3.1 2 save in respect of any policies which relate solely to Excluded insurance Proceeds, be on such terms and contain such clauses as BV may reasonably require and in particular will require the relevant insurer to inform BV of</p> <p style="text-align: right;">continued/ . .</p>

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Short particulars	<p>5.3.1.2.1 any cancellation, alteration, termination or expiry of any such insurance at least 30 days before it is due to take effect if appropriate;</p> <p>5 3.1.2.2 any default in payment of any premium or failure to renew at least 30 days before the renewal date, or</p> <p>5 3 1.2.3 any act, omission or event of which the insurer has knowledge which may make any insurance void, avoidable or unenforceable (in whole or in part)</p> <p>5 3 2 The Company will</p> <p>5.3 2 1 promptly pay all premiums relating to all policies of insurance;</p> <p>5.3.2 2 supply to BV on request copies of each policy of insurance required to be maintained in accordance with this provision together with current premium receipts relating to it;</p> <p>5.3.2 3 not do or permit to be done or omit to do anything which may render any Insurance void, avoidable or unenforceable (in whole or in part) nor vary, amend or terminate any policy of insurance,</p> <p>5.3.2 4 If the Company defaults at any time in effecting or keeping up the insurances referred to in this Schedule or in producing any policy or receipt to BV within seven days of such demand made to the Company, BV may take out or renew such policies of insurance in any sum which BV may reasonably think expedient All moneys which are expended by By in so doing shall be deemed to be properly paid by BV and shall be reimbursed by the Company on demand</p> <p>5 3 3 In relation to the proceeds of the insurances after the occurrence of an Declared Default which is continuing, BV shall have the sole right to settle or sue for any such claim and give any discharge for insurance.</p> <p>5.4. Intellectual Property</p> <p>The Company will</p> <p>5.4.1 preserve and maintain the subsistence and validity of the material Intellectual Property necessary for the business of the Company;</p> <p>5.4.2 use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property necessary of the business of the Company,</p> <p>5 4.3 make registrations and pay all registration fees and taxes commercially sensible to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property,</p>	continued/ . .

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Short particulars	<p>5 4.4 not change the specification referred to in any of its registrations of material Intellectual Property or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any of the trade marks comprised within such material Intellectual Property, the effect of which will be to materially and adversely affect the value of such trade marks,</p> <p>5.4 5 not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and</p> <p>5.4 6 not discontinue the use of the material Intellectual Property, where failure to do so, in the case of paragraphs 4.1 and 4 2 above, or, in the case of paragraphs 4.5 and 4.6 above, such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect</p> <p>5 5. Receivables</p> <p>5 5.1 The Company shall</p> <p>5 5.1.1 collect all Receivables promptly in the ordinary course of trading as agent for BV and immediately upon receipt pay all monies which it may receive in respect of the receivables into such account as may be agreed from time to time by BV which prior to a Declared Default will be a current account;</p> <p>5 5.1.2 after an Declared Default which is continuing deal with the Receivables in accordance with any directions given in writing from time to time by BV and, In the absence of such directions, hold the Receivables on trust for the benefit of BV, and</p> <p>5 5.1.3 after the security constituted by the Debenture becomes enforceable comply with any notice served by BV on the Company prohibiting the Company from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of BV</p> <p>5.5 2 The Company will, if called upon so to do by BV after the security constituted by the Debenture becomes enforceable, execute a legal assignment of the Receivables to BV in such terms as BV may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred.</p> <p style="text-align: right;">continued/ .</p>	

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Short particulars	<p>5 6 Investments</p> <p>5 6.1 The Company will, if so requested by BV acting reasonably:</p> <p>5 6 1 1 instruct any clearance system to transfer any Investment held by it for the Company or its nominee to an account of BV or its nominee with that clearance system, and</p> <p>5 6.1 2 take whatever action BV may request for the dematerialisation or re materialisation of any Investment held in a clearance system</p> <p>5 6 2 Without prejudice to the above, BV may, at the expense of the Company, take whatever action it deems necessary for the dematerialisation or re materialisation of any Investment.</p> <p>5.6.3 The Company will:</p> <p>5 6 3 1 promptly pay all calls or other payments which may become due in respect of the Investments,</p> <p>5 6 3.2 promptly send to BV copies of all material notices, circulars, reports, accounts and other documents which are sent to the holders of any Investments; and</p> <p>5.6 3.3 at the request of BV, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to BV or its nominee or to a purchaser upon the enforcement of the Debenture and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as BV may require in order to permit such a transfer.</p> <p>5 6.4 Until the security constituted by the Debenture becomes enforceable, the Company shall be entitled to:</p> <p>5.6 4.1 receive and retain all dividend, distributions and other moneys paid on or derived from the Investments, and</p> <p>5.6.4.2 exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests of BV under the Debenture</p> <p>5 6 5 After the security constituted by the Debenture becomes enforceable, the Company shall</p> <p>5 6 5.1 hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for BV, and</p> <p>5.6.5.2 comply and procure that its nominees comply with any directions from BV concerning the exercise of all voting and other rights and powers attaching to the Investments</p> <p style="text-align: right;">continued/ . .</p>	

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Short particulars	<p>5.6 6 At any time after the security constituted by the Debenture becomes enforceable, BV may complete the instrument(s) of transfer for the Investments on behalf of the Company in favour of itself or such other person as it may select.</p> <p>5 7 Material Contracts</p> <p>The Company will duly perform its obligations under each Material Contract, notify BV of any material default by it or any other party under any Material Contract which is within the knowledge of the Company</p> <p>6 ENFORCEMENT OF SECURITY</p> <p>6 1 Enforcement</p> <p>The security constituted by the Debenture shall become Immediately enforceable at any time following an Event of Default and any of the Secured Obligations are unpaid.</p> <p>6.2 Powers on enforcement</p> <p>At any time after the security created under the Debenture becomes enforceable, BV may, without notice to any Company and whether or not It has appointed a Receiver, exercise</p> <p>6.2 1 all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Debenture),</p> <p>6 2 2 all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986, and</p> <p>6 2.3 all or any of the powers conferred by this Debenture</p> <p>6.3 No Liability as Mortgagee in Possession</p> <p>Neither BV nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable</p> <p style="text-align: right;">continued/ .</p>

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Short particulars	<p>7 POWER OF ATTORNEY</p> <p>7 1 Appointment</p> <p>The Company shall execute, deliver and perfect all documents and to do all things which BV may consider to be required for</p> <p>7.1 1 carrying out any obligation imposed on the Company by the Debenture (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and</p> <p>7 1.2 enabling BV and any Receiver to exercise any of the powers conferred on them by or pursuant to the Debenture or by law,</p> <p>and forthwith following the occurrence of an Event of Default which is continuing the Company irrevocably appoints BV, each person to whom BV shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to and execute, deliver and perfect all documents and do all things required by BV to be done by the Company as above which the Company failed duly to do</p> <p>7 2 Ratification</p> <p>The Company ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the due exercise or purported exercise of all or any of his powers</p> <p>8 SET OFF AND CURRENCY</p> <p>For the purpose of or pending the discharge of the Secured Obligations, BV may, in its sole discretion, convert any moneys received, recovered or realised in any currency under the Debenture (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as BV thinks fit.</p> <p>DEFINITIONS</p> <p>"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of BV by or pursuant to the Debenture;</p> <p>"Declared Default" occurs when an Event of Default is continuing and BV has served a notice in writing to the Company to accelerate under clause 8 of the Debenture (<i>Notice of Event of Default</i>) of the Loan Note Instrument;</p> <p>"Event of Default" shall have the same meaning attributed to it pursuant to the terms of the Loan Note Instrument,</p> <p style="text-align: right;">continued/. . .</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	<p>"Environmental Law" shall bear its meaning in the Facilities Agreement;</p> <p>"Environmental Permits" shall bear its meaning in the Facilities Agreement;</p> <p>"Excluded Insurance Proceeds" has the meaning ascribed to it on the Facilities Agreement,</p> <p>"Facilities Agreement" means the senior multicurrency term and revolving facilities agreement dated on or around the date of the Debenture made between, inter alia, (i) the Parent and (ii) Lloyds TSB Bank plc,</p> <p>"Insurance Policy" means any policy of insurance and cover note in which the Company may from time to time have an interest,</p> <p>"Intellectual Property" means</p> <p>(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 now or in the future subsist), whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group which may now or in the future subsist</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated the same date as the date of this agreement made, inter alia, between the Parent, Lloyds TSB Bank plc as Security Agent, Senior Agent, Senior Arranger, the Lender, the Ancillary Lenders, the Hedge Counterparties, the Initial Investors and the Management Loan Note Holders (each as defined therein),</p> <p>"Investments" means any stocks other securities, whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system),</p> <p>"Issuer" means the issuer of any Investment,</p> <p>"Lloyds Debenture" means the debenture dated on or about the date of the Debenture entered into between the Company and Lloyds TSB Bank Plc (acting as Security Trustee (as defined therein)),</p> <p>"Loan Note Instrument" means the loan note instrument dated on or around the date hereto of the Parent constituting Loan Notes issues by the Parent,</p>	

continued/ . . .

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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	<p>"Loan Notes" means the £3,156,949 secured B Loan Notes constituted by the Loan Note Instrument;</p> <p>"Loan Note Documents" means the Loan Note Instrument, the Loan Notes, the guarantee granted by the Company to BV on or about the date of the Debenture and the Debenture,</p> <p>"Material Adverse Effect" means in the reasonable opinion of BV a material adverse effect on</p> <p>(a) the consolidated business, operations, assets or financial condition of the Companies (as such term is defined in the Debenture), or</p> <p>(b) the ability of the Companies (as such term is defined in the Debenture) taken as a whole to perform their payment obligations under the Loan Note Documents, or</p> <p>(c) subject to the Legal Reservations and any perfection requirements, the validity or enforceability of any of the Loan Note Documents or the ranking of any Security granted or purported to be granted pursuant to any of, the Loan Note Documents, in any way that is materially adverse to the interests of BV under the Loan Note Documents taken as a whole,</p> <p>"Material Contracts" means the agreements (if any) listed in Schedule 8 of the Debenture (<i>The Material Contracts</i>) and any other contract entered into by the Company which (i) does not, under its terms, prohibit charging or assignment of the rights under it and (ii) that is from time to time agreed in writing by BV and the Company (or which, at any time following an Event of Default) is identified in writing by BV as a Material Contract and all Related Rights;</p> <p>"Parent" means Castlegate 638 Limited a company incorporated in England with company number 07470886,</p> <p>"Permitted Security" has the meaning ascribed to it in the Facilities Agreement,</p> <p>"Permitted Transaction" has the meaning ascribed to it in the Facilities Agreement;</p> <p>"Real Property" means the Company's estates or interests in all freehold (including commonhold), leasehold (including the property, if any, specified in Part 1 of Schedule 2 of the Debenture), and any buildings, fixtures or fittings from time to time situated on or forming part of such property (other than Excluded Leasehold Property) and includes all Related Rights;</p>	
	continued/. . .	

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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	<p>"Receivables" means all present and future book and other debts and monetary claims owing to the Company and all Related Rights,</p> <p>"Receiver" means a receiver, manager or administrative receiver appointed pursuant to the provisions of the Debenture or any applicable law,</p> <p>"Related Rights" means in relation to any asset.</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any moneys and proceeds paid or payable in respect of that asset;</p> <p>"Security" means 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;</p> <p>"Senior Discharge Date" has the same meaning ascribed to it pursuant to the terms of the Intercreditor Agreement.</p>	

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Particulars of a mortgage or charge

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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

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

DLA PIPER WK LLP

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 Rehan Hanif

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region

Postcode B 2 4 D L

Country

DX DX 13022 BIRMINGHAM 1

Telephone 08700 111 111

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. 7470886
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14
FEBRUARY 2011 AND CREATED BY CASTLEGATE 638 LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BARCLAYS UNQUOTED INVESTMENTS
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
19 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 FEBRUARY
2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES