

MG01

Particulars of a mortgage or charge

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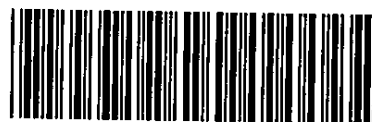
A fee is payable with this form

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**  
You cannot use this  
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company To do this  
form MG01s

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COMPANIES HOUSE

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**1** Company details

Company number 0 7 4 7 0 8 8 6

Company name in full Castlegate 638 Limited (the "Company")

For official use

**4**  
→ **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 <sup>d</sup>1 <sup>d</sup>4 <sup>m</sup>0 <sup>m</sup>2 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>1

**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

**5** Debenture (the "Debenture")

**4** Amount secured

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

Amount secured

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

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

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## Particulars of a mortgage or charge

|          |  |  |
|----------|--|--|
| <b>5</b> | <b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>                         |  |
|          | Please give the name and address of the mortgagee(s) or person(s) entitled to the charge |  |
| Name     | Jonathan Ford (the "Security Trustee")   |  |
| Address  | Riverbank House, Tibberton, Newport, Shropshire  |  |
| Postcode | T F 1 0 8 N N  |  |
| Name     |  |  |
| Address  |  |  |
| Postcode |  |  |

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

|                   |  |  |
|-------------------|--|--|
| <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><b>3 1 Charges</b></p> <p>The Company with full title guarantee charges in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations</p> <p>3 1 1 by way of legal mortgage, the Real Property,</p> <p>3 1 2 by way of fixed charge, any Real Property now or at any time after the date of the Debenture belonging to the Company (other than any property charged under clause 3 1 1 above),</p> <p>3 1 3 by way of fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Company, both present and future,</p> <p>3 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,</p> <p>3 1 5 by way of fixed charge all present and future Receivables,</p> <p>3 1 6 by way of fixed charge all present and future Investments,</p> <p>3 1 7 by way of fixed charge, all present and future Intellectual Property,</p> <p>3 1 8 by way of fixed charge, the goodwill of the Company and its uncalled capital both present and future,</p> <p>3 1 9 by way of fixed charge insofar as any provision of the assignment by way of security referred to in clause 3 3 below 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>3 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><b>3 2 Qualifying Floating Charge</b></p> <p>Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p>Please see attached continuation page</p> |  |

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

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## Particulars of a mortgage or charge

|                                  |   |  |
|----------------------------------|---|--|
| <b>7</b>                         | <b>Particulars as to commission, allowance or discount (if any)</b>   |  |
|                                  | <p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>  |  |
| Commission allowance or discount | Nil   |  |
| <b>8</b>                         | <b>Delivery of instrument</b>   |  |
|                                  | <p>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)</p> <p>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)</p> |  |
| <b>9</b>                         | <b>Signature</b>  |  |
|                                  | Please sign the form here   |  |
| Signature                        | <p>Signature</p> <p>X Browne Jacobson LLP X</p>   |  |
|                                  | 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 Daniel Whebell

Company name Browne Jacobson LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode B 2 4 B U

Country Great Britain

DX DX 727740 Birmingham 62

Telephone 0121 237 3944



### 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](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

| 6                 | Short particulars of all the property mortgaged or charged  |
|-------------------|---|
|                   | Please give the short particulars of the property mortgaged or charged  |
| Short particulars | <p><b>3 3 Security Assignment</b><br/>Following the senior discharge date the Company will with full title guarantee assign to the Security Trustee 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><b>4 1</b> The Companies shall not create or permit to subsist any Security over any of its assets</p> <p><b>4 2</b> The Companies shall not</p> <p><b>4 2 1</b> sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re acquired by the Company,</p> <p><b>4 2 2</b> sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p><b>4 2 3</b> 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><b>4 2 4</b> 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 (together "Quasi Security")</p> <p><b>7 1</b> Prior to the senior discharge date and subject always to the Agreed Security Principles the Company shall, at its own expense, promptly take whatever action the Security Trustee may reasonably require for the purposes set out in clause 7 2 provided such action is also required by Lloyds TSB Bank Plc</p> <p><b>7 2</b> Following the senior discharge date and subject always to the Agreed Security Principles the Company shall, at its own expense, promptly take whatever action the Security Trustee may reasonably require for</p> <p><b>7 2 1</b> creating, perfecting or protecting the Security intended to be created by the Debenture, and</p> <p><b>7 2 2</b> facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver in respect of any of the Charged Property, including the execution of any security or other document (in such form as the Security Trustee may reasonably require), the giving of any notice and the making of any registration which the Security Trustee may, acting reasonably, think necessary</p> <p><b>DEFINITIONS</b></p> <p>"Agreed Security Principles" has the meaning ascribed to it in the Loan Note Instrument</p> <p>"Beneficiaries" means the persons whose names and addresses are set out in schedule 1 of the Security Trust Deed</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 the Security Trustee by or pursuant to the Debenture</p> <p>"Excluded Insurance Proceeds" has the meaning ascribed to it in 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) Castlegate 638 Limited and (ii) Lloyds TSB Bank plc</p> <p>"Financial Indebtedness" has the meaning ascribed to it in the Loan Note Instrument</p> <p>"Group" means Castlegate 638 Limited, and each of its subsidiaries for the time being</p> <p>Please see attached continuation page</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 | <p>"Guarantee" means the guarantee dated on or around the date of the Debenture made between (1) Castlegate 638 Limited and the companies listed in schedule 1 and (2) Jonathan Ford as security trustee</p> <p>"Insurance Policy" means any policy of insurance and cover note in which the Company may from time to time have an interest and "Insurance Policies" shall be construed accordingly</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 deed dated on or around the date of the Debenture made between (1) Lloyds TSB Bank plc as original lender, (2) Lloyds Bank TSB plc as agent, (3) Lloyds TSB Bank plc as security agent and (4) others</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>"Loan Note Instrument" means the loan note instrument dated on or around the date hereto of Castlegate 638 Limited constituting Loan Notes issues by Castlegate 638 Limited</p> <p>"Loan Notes" means the £10,796,674 secured C Loan Notes constituted by the Loan Note Instrument</p> <p>"Loan Note Documents" means the Loan Note Instrument, the Loan Notes, the Guarantee and the Debenture</p> <p>"Real Property" means the Company's estates or interests in all freehold (including commonhold), leasehold, and any buildings, fixtures or fittings from time to time situated on or forming part of such property and includes all Related Rights</p> <p>"Receivables" means all present and future book and other debts and monetary claims owing to the Company and all Related Rights</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>"Receiver" means a receiver, manager or administrative receiver appointed pursuant to the provisions of the Debenture or any applicable law</p> <p>"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 the Security Trustee and the Beneficiaries 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</p> <p>Please see attached continuation page</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

"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 Trust Deed" means the security trust deed made between (1) Jonathan Ford (as the security trustee), (2) the Beneficiaries (named therein) and (3) the companies set out in schedule 2 dated on or about the date of the Debenture  
"Senior Discharge Date" has the meaning ascribed to it in the Intercreditor Agreement



FILE COPY

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## **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. 4**

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 JONATHAN FORD (THE SECURITY  
TRUSTEE) AND THE BENEFICIARIES 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 18 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 FEBRUARY  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES