

MG01

Particulars of a mortgage or charge

1546 34/156



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 on
company property. To do this,
use form MG01s

WEDNESDAY



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27/03/2013

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COMPANIES HOUSE

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1

Company details

Company number

0 1 5 0 1 5 8 4

Company name in full

ROSSENDALES LIMITED (the "Chargor")

For official use



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d1 m0 m3 y2 y0 y1 y3

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

Master guarantee and security agreement between, among others, the
Chargor and Inflexion Private Equity Partners LLP (the "Security
Trustee"), (the "Guarantee and Debenture")

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Amount secured

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

Amount secured

The Chargor as primary obligor has covenanted
with the Security Trustee that it will pay or
discharge the Secured Liabilities on the due
date(s) therefor.

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 Inflexion Private Equity Partners LLP

Address 43 Welbeck Street, London

Postcode W 1 G 8 D X

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Please see the continuation pages attached

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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

1 FIXED SECURITY

The Chargor with full title guarantee, as security for the payment of all Secured Liabilities:

- (a) has charged in favour of the Security Trustee by way of legal mortgage:
 - (i) all its right title and interest in the Mortgaged Property together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants, and
 - (ii) all estates or interests in any other freehold or leasehold property wheresoever situate now or hereafter belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;
- (b) has charged by way of fixed charge, to the extent that they are not the subject of a mortgage under paragraph 3.1 (a) of Schedule 3 to the Guarantee and Debenture, all estates or interest in any freehold or leasehold land and all immovable assets belonging to the Chargor or in which the Chargor may have an interest, in each case at any time regardless (as regards immoveable assets) of their location;
- (c) has charged to the Security Trustee by way of fixed charge all Securities together with all Related Rights accruing thereto,
- (d) has assigned to the Security Trustee by way of absolute assignment (subject to the proviso contained in the Guarantee and Debenture) all of the Insurances;
- (e) with the exception of the Excluded Assets, has assigned to the Security Trustee by way of absolute assignment (subject to the proviso contained in the Guarantee and Debenture) all of the Chargor's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Chargor or which may become due and owing to it at any time in the future and the benefit of all rights, securities and

6 Short particulars of all the property mortgaged or charged

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Short particulars

guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing ("**Debts**") ;

- (f) (to the extent that the same are not the subject of a specific assignment or charge pursuant to the foregoing paragraphs) has charged to the Security Trustee by way of fixed charge all of the Chargor's rights and benefits under any agreements (other than the Investment Agreement) entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith), any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, any beneficial interest, claim or entitlement of the Chargor in any pension fund, the Chargor's present and future goodwill, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and the Chargor's present and future uncalled capital.

2 FLOATING CHARGE

The Chargor with full title guarantee, as security for the payment and performance of the Secured Liabilities, has charged in favour of the Security Trustee by way of floating charge all its undertaking and assets whatsoever and wheresoever (but excluding the Excluded Assets) both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by the Security Arrangements

Note 1: RESTRICTIONS ON DEALING

The Guarantee and Debenture contains a negative pledge clause.

Note 2: FURTHER ASSURANCES

The Chargor shall at its own expense execute and do all such assurances, acts and things as the Security Trustee may require for perfecting the Security Interests intended to be created by the Guarantee and Debenture over the Security Assets or any part thereof or for facilitating the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid. To that intent,

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the Chargor shall in particular but without limitation execute all transfers, conveyances, assignments and assurances of the Security Assets or any part thereof whether to the Security Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Security Trustee may think expedient Without prejudice to the generality of the foregoing, the Chargor will forthwith at the request of the Security Trustee execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security created by the Guarantee and Debenture in favour of the Security Trustee in such form as the Security Trustee may require in the form of the Security Arrangements mutatis mutandis, incorporating such amendments as the Security Trustee may require having regard to the nature of the asset, the Security Interest to be created and any change in law.

Definitions

"Companies" means Marston Topco Limited, Marston Midco Limited, Marston Bidco Limited, The Bridgman Group Limited, Marston Group Limited, CW Harrison and Co High Court Enforcement Limited, Rossendales Corporate Limited, Rossendales Collect limited and Rossendales Limited and each is a **"Company"**.

"Deed of Priority" means the deed of priority between, inter alios, Midco, the Noteholders and the Security Trustee executed on or about the date of the Guarantee and Debenture

"E Loan Note" means all loan notes constituted from time to time by the E Loan Note Instrument.

"E Loan Note Instrument" means the loan note instrument constituting the 12.5 per cent E Loan Notes 2019 of Midco and any such instrument constituting (with Investor Consent) additional loan notes on the same or substantially the same terms.

"Excluded Assets" means the bank account of the Parent referred to in clause 3.6(a) of the Investment Agreement and the amount of £591,000 standing to the credit of that account

"F Loan Note" means all loan notes constituted from time to time by the F Loan Note Instrument.

"F Loan Note Instrument" means the loan note instrument constituting the 12.5 per cent F Loan Notes 2019 of the Parent and any such instrument constituting (with Investor Consent) additional loan notes on the same or substantially the same terms.

"Fixtures" means, in relation to any Mortgaged Property, all fixtures

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and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Chargor.

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest, any proceeds thereof, all rights to demand the same and the debts represented thereby.

"Investment Agreement" means the investment agreement entered into on 31 May 2012 between, inter alios, the Parent, Midco, certain funds managed by the Security Trustee and the Managers (as defined therein), as from time to time amended supplemented or novated.

"Investor Consent" has the meaning given to that term in the Loan Note Instruments.

"Loan Note Instruments" means the E Loan Note Instrument and the F Loan Note Instrument

"Midco" means Marston Midco Limited

"Mortgaged Property" means any freehold or leasehold property for the time being comprised in the definition of "Security Assets".

"Noteholders" means the "Noteholders" as defined in the Loan Note Instruments and includes the Super Senior Creditors

"Parent" means Marston Topco Limited.

"Premises" means all buildings and erections for the time being comprised within the definition of "Security Assets".

"Receiver" means a receiver and manager, a receiver or manager appointed under the Security Arrangements or any other security document and, as the context permits, shall include an administrative receiver as defined in the Insolvency Act 1986

"Related Rights" means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise any proceeds thereof, all rights to demand the same, and the debts represented thereby.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Parent, Midco and/or each Company to the Secured Parties (or any of them) under:

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) the Loan Note Instruments;
- (b) the Guarantee and Debenture and/or the Deed of Priority; and/or
- (c) any other Super Senior Finance Documents, except to the extent that any such document expressly provides that the obligations or liabilities concerned shall not be Secured Liabilities for the purposes of the Guarantee and Debenture,
- (but excluding arrangement, consultancy, monitoring or investor director fees and exit fee entitlements under the Investment Agreement and obligations and liabilities owing in respect of share capital in the Parent) together with all costs, charges and expenses on a full indemnity basis incurred by the Security Trustee in the protection, preservation and enforcement of its respective rights in relation thereto.
- "Securities"** means any stocks, shares, debentures, bonds and other securities and investments held by the Chargor
- "Security Arrangements"** means the security arrangements as set out in Schedule 3 to the Guarantee and Debenture (*Security Arrangements*)
- "Security Assets"** means subject as provided in the Guarantee and Debenture, all property, assets and undertaking of the Chargor which are expressed to be the subject of any Security Interest created by the Guarantee and Debenture or pursuant thereto.
- "Security Interest"** means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust or security interest.
- "Secured Parties"** means the Security Trustee and each Noteholder.
- "Super Senior Creditors"** has the meaning given to that term in the Deed of Priority
- "Super Senior Finance Documents"** has the meaning given to that term in the Deed of Priority.

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X Squire Sanders (UK) LLP / 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 Emma Perez EP1/MAR 915-6

Company name Squire Sanders (UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region

Postcode L S 3 1 E S

Country England

DX 26441 Leeds

Telephone +44 (0)113 284 7000



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. 1501584
CHARGE NO. 6 .**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MASTER GUARANTEE AND
SECURITY AGREEMENT DATED 21 MARCH 2013 AND
CREATED BY ROSSENDALES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE PARENT, MIDCO
AND/OR EACH COMPANY TO THE SECURED PARTIES (OR ANY
OF THEM) 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
27 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**