

439062/234
OyeZ

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 Barclays Bank PLC (the "Security Agent")

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

Paragraph references in this part 6 correspond with the clause numbers of the Debenture:

4.2 Mortgaged Property

The Company charged by way of first legal mortgage, the Property specified in respect of the Company in Part 1 of Schedule 2 to the Debenture (of which there is none), and all Rights relating to such Property

4.3 Other Property

The Company charged, by way of first fixed charge

(a) all Property (other than Rack Rent Leases) not validly charged in Clause 4.2 (*Mortgaged Property*) of the Debenture and all Rights relating to such Property;

(b) all easements, rights and agreements in respect of all Property (other than Rack Rent Leases); and

(c) all proceeds of sale derived from all Property.

4.4 Contracts

The Company charged, by way of first fixed charge, the Contracts insofar as the same are capable of charge

4.5 Book Debts

The Company charged, by way of first fixed charge, the Book Debts.

4.6 Intellectual Property

The Company charged, by way of first fixed charge, all its Intellectual Property Rights.

4.7 Plant and Machinery

The Company charged, by way of first fixed charge, the Plant and Machinery.

(See MG01 Continuation Sheet)

MG01 - continuation page

Particulars of a mortgage or charge



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Short particulars

4.8 Securities and Derivative Assets

- (a) The Company charged by way of first fixed charge, the Securities specified next to its name in Part 2 of Schedule 2 to the Debenture (being the Scheduled Shares)
- (b) The Company charged by way of first fixed charge, all its Securities not charged by Clause 4 8(a) of the Debenture
- (c) The Company charged by way of first fixed charge, all Derivative Assets of a capital nature.
- (d) The Company charged by way of first fixed charge, all Derivative Assets of an income nature

4.9 Bank Accounts

- (a) The Company charged by way of first fixed charge each Cash Collateral Account, and all monies standing to the credit of each such account
- (b) The Company charged by way of first fixed charge each Book Debt Account, and all monies standing to the credit of each such account.
- (c) The Company charged by way of first fixed charge all present and future bank accounts, cash at bank and credit balances of the Company not charged by Clause 4 9(a) or Clause 4 9(b) of the Debenture (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).

4.10 Insurances

The Company charged by way of first fixed charge all present and future insurances not assigned by Clause 4 12(a) of the Debenture and the proceeds of such insurances.

4.11 Goodwill

The Company charged by way of first fixed charge, all its goodwill and uncalled capital for the time being.

4.12 Security Assignments

- (a) The Company assigned absolutely to the Security Agent each Key-man Policy and the proceeds of each such Key-man Policy.
- (b) The Company assigned absolutely to the Security Agent the benefit of the Assigned Contracts.
- (c) The Company assigned absolutely to the Security Agent the benefit of the Hedging Agreements and any letters of credit issued to it.
- (d) The assignments set out in Clause 4.12 (*Security Assignments*) and Clause 4.13 (*Accruals etc*) of the Debenture are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only
- (e) Any Assigned Assets which were not effectively assigned pursuant to Clause 4.12 (*Security Assignments*) and Clause 4 13 (*Accruals etc*) of the Debenture will instead be charged by way of first fixed charge.

4.13 Accruals etc

- (a) The Company assigned absolutely all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.2 (*Mortgaged Property*) to 4 12 (*Security Assignments*) (inclusive) of the Debenture

(See MG01 Continuation Sheet)

6 Short particulars of all the property mortgaged or charged

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Short particulars

(b) The Company charged by way of first fixed charge, the Company's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered.

4.14 Floating Charge

(a) The Company charged by way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.2 (*Mortgaged Property*) to 4.13 (*Accruals etc*) (inclusive) of the Debenture.

(b) The floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

7. Further assurance

The Company agreed that it shall at any time if reasonably required by the Security Agent and at the Company's own reasonable expense

(a) execute and deliver to the Security Agent such further Supplemental Debentures, legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Agent in its discretion may require of the whole or such part of the Assets as the Security Agent may specify, in such form as the Security Agent in its discretion may require (acting reasonably and having due regard to the terms of the Debenture), to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Security Agent, its nominee, a Receiver, or in any purchaser from the Security Agent or a Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture; and

(b) pending the execution and delivery of any such further Security, hold such Assets upon trust for the Security Agent or in any other manner reasonably required by the Security Agent subject to the provisions of the Debenture

12.2 Negative pledge and Restriction on dealing

The Company agreed that it shall not do any of the following without the prior written consent of the Security Agent:

(a) create or allow to create any Security over any of its Assets, or

(b) sell, lease, licence, transfer, loan or otherwise dispose of any of its Assets

(whether by a voluntary or involuntary single transaction or series of transactions),
unless permitted by the Credit Agreement

(See MG01 Continuation Sheet)

MG01 - continuation page

Particulars of a mortgage or charge



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21. Power of attorney

21.1 The Company irrevocably and by way of security appointed the Security Agent, each person deriving title from the Security Agent and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise

- (a) to sign or execute any deed or document or do any act or thing which the Company is, obliged to sign, execute or do pursuant to the Debenture but has not signed, executed or done, or
- (b) at any time when an Event of Default is continuing, which the Security Agent, the Receiver or any person deriving title from the Security Agent or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any of the Debenture Security

In this form MG01:

"**Accession Deed**" means a document substantially in the form set out in Schedule 4 (*Form of Accession Deed*) to the Debenture.

"**Assets**" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of the Company.

"**Assigned Asset**" means an asset for the time being comprised within an assignment created by Clause 4 (*Security*) of the Debenture, or (with effect from the date of its creation) any assignment created pursuant to an Accession Deed or a Supplemental Debenture or pursuant to Clause 7 (*Further Assurance*) of the Debenture.

"**Assigned Contract**" means each contract specified in Part 4 of Schedule 2 to the Debenture, of which there are none, and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) each contract specified as an Assigned Contract in an Accession Deed or a Supplemental Debenture.

"**Book Debts**" mean

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

(See MG01 Continuation Sheet)

MG01 - continuation page

Particulars of a mortgage or charge



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"Book Debts Account" means such separate and denominated account or accounts with the Security Agent or such Secured Party as may be specified in writing by the Security Agent for the purpose of receiving payment of the proceeds of realisation and collection of Book Debts

"Cash Collateral Accounts" means the accounts specified as such in Part 3 of Schedule 2 to the Debenture, of which there are none, and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) any accounts specified as Cash Collateral Accounts in an Accession Deed or a Supplemental Debenture

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned, or purported to be mortgaged, charged or assigned to the Security Agent pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof.

"Chargors" means Creston plc and those subsidiaries of Creston plc (including the Company) which are party to the Debenture from time to time

"Contracts" mean all of the Company's rights, title, interest and benefit in and to any licence, consent, agreement or contract in respect of the whole or any part of the Charged Property to which the Company is a party from time to time.

"Credit Agreement" means the Credit Agreement made between the Company, the Security Agent and others on the 29 November 2011.

"Debenture Security" means the Security constituted by this Debenture, any Accession Deed and any Supplemental Debenture.

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any Securities or any Derivative Assets previously described.

"Event of Default" means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Credit Agreement

"Finance Document" means the Credit Agreement and all related finance, security and guarantee documents thereto, as more particularly detailed in the Credit Agreement.

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (*Security*) of the Debenture, or (with effect from the date of its creation) pursuant to an Accession Deed or a Supplemental Debenture or pursuant to Clause 7 (*Further Assurance*) of the Debenture.

(See MG01 Continuation Sheet)

MG01 - continuation page

Particulars of a mortgage or charge



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"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property other than tenant's fixtures.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company for the purpose of hedging liabilities and/or risks

"Insolvency Act" means the Insolvency Act 1986 unless otherwise stated.

"Intellectual Property Rights" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company now or in the future in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Company (which may now or in the future subsist).

"Key-man Policy" means the following policies:

- (a) the keyman policy in respect of Donald Elgie issued by Bright Grey (a division of Royal London) with policy number 36622952; and
- (b) the keyman policy in respect of Barrie Brien issued by AEGON Scottish Equitable with policy number L0190638043

"LPA" means the Law of Property Act 1925.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of the Company.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all buildings and Fixtures on such property, and the benefit of all covenants given in respect of such property) which are now, or at any time after the date of the Debenture become, the property of the Company, but excluding any interest in land in Scotland, and **"Properties"** shall be construed accordingly.

(See MG01 Continuation Sheet)

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"Rack Rent Lease" means any rack rent lease entered into by the Company as tenant which is let on a market rack rent and has an unexpired term of 21 years or less at the date of grant or assignment.

"Receiver" means any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.

"Rights" mean all of the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right.

"Scheduled Shares" means those Securities specified next to the Company's name in Part 2 of Schedule 2 to the Debenture, of which there are none

"Secured Parties" means the Security Agent, the agent, the arranger, hedge counterparties, lenders or ancillary lenders from time to time party to the Credit Agreement, any delegate of the Security Agent from time to time and any Receiver.

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

"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.

"Supplemental Debenture" means a supplemental debenture to the Debenture (in form and substance satisfactory to the Security Agent) creating further assignments, mortgages or charges over the Assets of the Company.

MG01

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

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)

9 Signature

Please sign the form here

Signature

Signature

X

Oscar Clarke

X

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

MG01

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
TSB - 0976473

Company name
Osborne Clarke

Address
One London Wall

Post town
London

County/Region

Postcode
E C 2 Y 5 E B

Country

DX
466 LDE

Telephone
+44 (0)20 7105 7498



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. 1913706
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
NOVEMBER 2011 AND CREATED BY EMERY MCLAVEN ORR
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGORS OR ANY OF THEM TO ANY
SECURED PARTY OR THEIR ASSIGNEE OR SUCCESSOR 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 8 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 DECEMBER
2011

AX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES