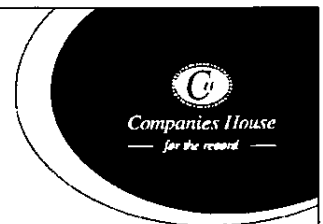


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MG01

Particulars of a mortgage or charge



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

Please return
via
CH London Counter

☒ 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, please
use form MG01s

MONDAY



LD3 04/04/2011 93

COMPANIES HOUSE

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 2 3 4 3 7 6 0

Company name in full Access UK Ltd (the New Chargor)

2 Date of creation of charge

Date of creation 2 3 0 3 2 0 1 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

Security accession deed dated 23 March 2011 (the **Security Accession Deed**) made between
the New Chargor, Ingleby (1863) Limited and Lloyds TSB Bank plc (the **Security Trustee**),
pursuant to which the New Chargor acceded to a debenture dated 23 March 2011 between
Ingleby (1863) Limited, Ingleby (1861) Limited and Lloyds TSB Bank plc (the **Debenture**)

4 Amount secured

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

Amount secured

All of the Liabilities and all other present and future obligations at
any time due, owing or incurred by any Group Company and by
each Debtor to any Secured Party under the Debt Documents,
both actual and contingent and whether incurred solely or jointly
and as principal or surety or in any other capacity (the **Secured
Liabilities**)

Note capitalised terms not defined on this page are defined in the
MG01 continuation sheet attached

Continuation page

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

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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

Name Lloyds TSB Bank plc as trustee for the Secured Parties

Address 33 Old Broad Street

London

Postcode E C 2 N 1 H Z

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars See the MG01 Continuation Sheet attached

Continuation page

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

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Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>NIL</p>	
<p>8</p>	<p>Delivery of instrument</p> <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 870).</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 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).</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>SIR Peter UK LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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

SRC/CGA/54995 00232

Company name

SNR Denton UK LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E

C

4

M

7

W

S

Country

England

DX

DX 242

Telephone

020 7242 1212



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

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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>Accession to Debenture</p> <p>Pursuant to the Security Accession Deed, the New Chargor agreed to be a Chargor for the purpose of the Debenture, with effect from the date of the Security Accession Deed, and agreed to be bound by all the terms of the Debenture as if it had originally been a party to it as a Chargor</p> <p>1 Creation of Security</p> <p>1 1 Land</p> <p>The New Chargor charged</p> <ul style="list-style-type: none"> (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 1 of the Security Accession Deed as replicated in Schedule 1 (<i>Land charged by way of legal mortgage</i>) of this form MG01, and (b) (subject to Clauses 3 20 and 7 2 4 of the Debenture, as set out in 1 20 and 1 21 of this Form MG01) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land (save in respect of any leasehold interest in Land where landlord's consent to charge is required unless and until such time as the necessary consent to charge has been obtained by the New Chargor) <p>1 2 Shares</p> <p>The New Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge</p> <ul style="list-style-type: none"> (a) all Shares, and (b) all related Distribution Rights <p>1 3 Investments</p> <p>The New Chargor mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge its interest in</p> <ul style="list-style-type: none"> (a) all Investments, and (b) all related Distribution Rights, <p>including those held for it by any nominee</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>1 4 Equipment</p> <p>The New Chargor charged by way of fixed charge all Equipment (excluding any such assets as are not owned by the New Chargor) in so far as it is not charged by way of legal mortgage under Clause 3 1 (<i>Land</i>) of the Debenture, as set out in paragraph 1 1 of this Form MG01</p>	
	<p>1 5 Controlled Debts</p> <p>The New Chargor charged by way of fixed charge</p> <p>(a) its Controlled Debts, and</p> <p>(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Controlled Debts</p>	
	<p>1 6 Controlled Accounts held with the Security Trustee</p>	
	<p>1 6 1 The New Chargor charged by way of fixed charge all amounts standing to the credit of each Controlled Account held with the Security Trustee and all of its right, title and interest in and relating to each such Controlled Account</p>	
	<p>1 6 2 Subject to Clause 3 6 3 of the Debenture (as replicated in paragraph 1 6 3 of this Form MG01), regardless of the terms on which moneys are credited to any Controlled Account held with the Security Trustee during the Security Period</p> <p>(a) no amount standing to the credit of a Controlled Account will be or accrue due or payable to the New Chargor,</p> <p>(b) the New Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except (without prejudice to the Finance Parties' rights under the Debenture) as the Security Trustee may from time to time permit</p>	
	<p>1 6 3 Clause 3 6 2 of the Debenture (as replicated in paragraph 1 6 2 of this Form MG01) shall not apply to the extent it would prejudice any Finance Party's rights under the Finance Documents to any amount standing to the credit of a Controlled Account held with the Security Trustee, including any right of a Finance Party under the Finance Documents to make a withdrawal from such a Controlled Account</p>	
<p>1 7 Other Controlled Accounts</p> <p>The New Chargor assigned absolutely all amounts standing to the credit of each Controlled Account held with a person other than the Security Trustee and all of its right, title and interest in and relating to each such Controlled Account</p>		

MG01 - continuation page

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>1.8 Intellectual Property Rights</p> <p>The New Chargor charged by way of fixed charge all Intellectual Property Rights, including, where the New Chargor is a Trade Mark Chargor</p> <p>(a) the Trade Mark Property which belongs to it now or at any time during the Security Period, and</p> <p>(b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property</p> <p>1.9 Other Accounts</p> <p>The New Chargor charged by way of fixed charge all amounts standing to the credit of each Account (not being a Controlled Account), including those set out in Schedule 4 to the Security Accession Deed (as replicated in Schedule 4 of this Form MG01)</p> <p>1.10 Debts</p> <p>The New Chargor charged by way of fixed charge</p> <p>(a) its Debts, and</p> <p>(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Debts</p> <p>1.11 Goodwill</p> <p>The New Chargor charged by way of fixed charge its goodwill</p> <p>1.12 Uncalled capital</p> <p>The New Chargor charged by way of fixed charge its uncalled capital</p> <p>1.13 Authorisations</p> <p>The New Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset</p> <p>1.14 Derivative Contracts</p> <p>The New Chargor charged by way of fixed charge its right to receive all moneys payable under any Derivative Contract</p> <p>1.15 Assigned Agreements</p> <p>The New Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party</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>1 16 Insurances</p> <p>The New Chargor assigned absolutely all its rights and interests in the Insurances</p> <p>1 17 Contractual rights</p> <p>The New Chargor charged by way of fixed charge all its rights under all deeds and agreements to which it is a party other than</p> <p>(a) the Assigned Agreements which are effectively assigned by Clause 3 15 (<i>Assigned Agreements</i>) of the Debenture (as replicated in paragraph 1 15 of this Form MG01), and</p> <p>(b) the Derivative Contracts</p> <p>1 18 Other assets</p> <p>1 18 1 The New Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture (as replicated under paragraph 1 of this Form MG01)</p> <p>1 18 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p>1 19 Trust</p> <p>1 19 1 Subject to Clause 3 19 2 of the Debenture (as replicated in paragraph 1 19 2 of this Form MG01), if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the New Chargor holds it on trust for the Security Trustee</p> <p>1 19 2 If the reason referred to in Clause 3 19 1 of the Debenture (as replicated in paragraph 1 19 1 of this Form MG01) is that</p> <p>(a) a consent or waiver must be obtained, or</p> <p>(b) a condition must be satisfied,</p> <p>then</p> <p>(i) the New Chargor shall apply for the consent or waiver, and</p> <p>(ii) the New Chargor shall use all reasonable endeavours to satisfy the condition,</p> <p>in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition, and the New Chargor shall keep the Security Trustee informed of the progress of the negotiations to obtain such consent or waiver</p>	

MG01 - continuation page

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>1 19 3 Immediately upon the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 19 of the Debenture (as replicated in paragraph 1 19 of this Form MG01) and, in relation to such Security Asset, the trust referred to in Clause 3 19 1 of the Debenture (as replicated in paragraph 1 19 1 of this Form MG01) shall terminate</p> <p>1 20 Real Estate</p> <p>1 20 1 For each leasehold property held by the New Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the New Chargor from creating any charge over its leasehold interest in that property (the Excluded Property), the New Chargor undertakes to, promptly upon request by the Security Trustee</p> <ul style="list-style-type: none"> (a) apply for the relevant consent or waiver of prohibition or condition within ten business days of the date of such request and to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible, (b) upon request, keep the Security Trustee informed of its progress in obtaining such consent or waiver, and (c) forthwith upon receipt of such consent or waiver, provide the Security Trustee with a copy <p>1 20 2 Immediately upon receipt of the relevant waiver or consent, the relevant Excluded Property shall stand charged to the Security Trustee under Clause 3 1 (b) of the Debenture (as replicated in paragraph 1 1 (b) of this Form MG01) If required by the Security Trustee at any time following receipt of that waiver or consent, the New Chargor will execute a further valid fixed charge in such form as the Security Trustee shall reasonably require</p> <p>1 20 3 There shall be excluded from the Security created by Clause 3 1 (b) of the Debenture (as replicated in paragraph 1 1 (b) of this Form MG01) any Excluded Property held by the New Chargor until the relevant condition or waiver referred to in Clause 3 20 1 of the Debenture (as replicated in paragraph 1 20 1 of this Form MG01) has been satisfied and obtained For the avoidance of doubt, no Excluded Property shall be excluded from the Security created by Clause 3 18 (<i>Other assets</i>) of the Debenture (as replicated in paragraph 1 18 of this Form MG01) by operation of Clause 3 20 3 of the Debenture (as replicated in paragraph 1 20 3 of this Form MG01)</p> <p>1 20 4 If the New Chargor receives notice from a third party of its intention to bring proceedings against it for the forfeiture of its leasehold property which is (a) an Excluded Property, and (b) subject only to the Security created by Clause 3 18 (<i>Other assets</i>) of the Debenture (as replicated in paragraph 1 18 of this Form MG01) (a Floating Charge Excluded Property), the New Chargor will</p> <ul style="list-style-type: none"> (a) immediately upon receipt of such notice or becoming upon becoming aware of such intention, inform the Security Trustee of the proceedings, and 	

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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) take all action necessary or which the Security Trustee may reasonably request to resolve any issue or dispute with such third party (a Property Dispute) in such a way as to enable the Security created over such Floating Charge Excluded Property by this deed to remain in place</p> <p>1 20 5 Upon request from the New Chargor, the Security Trustee may decide, acting on the instructions of the Finance Parties, exercising their absolute discretion, to release the leasehold interests in respect of the relevant Floating Charge Excluded Property from the Security created by this deed if it considers that the Property Dispute relating to the relevant Floating Charge Excluded Property would otherwise result in the forfeiture of the New Chargor's leasehold interest therein and would not prejudice the status of the floating charge as a qualifying floating charge under Paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>1 20 6 If the New Chargor either (a) acquires any freehold or leasehold property after the date of the Debenture or (b) owns leasehold property at the date of the Debenture which is subject to provisions within the relevant lease requiring landlord's consent to charge the leasehold interest, it shall promptly on request by the Security Trustee and at the cost of the New Chargor</p> <p>(a) execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of that property in any form which the Security Trustee may reasonably require,</p> <p>(b) if the title to that freehold or leasehold property is registered at the Land registry or required to be so registerd, apply to the Land Registry for registration of this security, and</p> <p>(c) if applicable, ensure that the provision of Clause 16 1 (<i>Application to Land Registry</i>) of the Debenture, are complied with in relation to that legal mortgage</p> <p>2 Nature of Security created</p> <p>The Security created under the Debenture was created</p> <p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the New Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>(c) in favour of the Security Trustee as trustee for the Finance Parties, and</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>(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the New Chargor does not know and could not reasonably be expected to know about them provided that (without limiting the provisions of clause 22.22 (<i>Ranking</i>) of the Facilities Agreement) the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not be breached in the case of charges or incumbrances constituting Permitted Security</p> <p>3 Negative pledge</p> <p>The New Chargor covenanted not to create or permit to subsist any Security over any Security Asset except for Permitted Security</p> <p>4 Definitions</p> <p>Act means the Law of Property Act 1925</p> <p>Account means a Current Account, a Holding Account or a Mandatory Prepayment Account</p> <p>Account Bank means, in respect of each Account, the bank or other financial institution at which that Account is held</p> <p>Acquisition Agreement means the sale and purchase agreement relating to the sale and purchase of the Target Shares in the agreed form and made between the Company and the Sellers (as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</p> <p>Acquisition Documents means the Acquisition Agreement, the Disclosure Letter and all other documents giving the New Chargor (or the parent or any group company) a right or claim against any Seller in connection with the acquisition of the Target Group and any other document designated as an Acquisition Document</p> <p>Approved Acquisition Agreement means</p> <p>(a) any sale and purchase agreement or asset purchase agreement relating to an acquisition of a business or shares in a company,</p> <p>(b) any loan notes issued by a group company in relation to any Deferred Consideration, and</p> <p>(c) any related agreements giving any Group Company a right or claim against any Approved Seller or any third party in connection with any Approved Acquisition or transferring title to any Group Company of any asset acquired under those agreements together with any disclosure letter relating thereto</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>(as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</p> <p>Assigned Agreements means the Acquisition Documents, each Approved Acquisition Agreement, the Intra-Group Loan Agreements and (after the date it has been obtained) each Key-Man Policy</p> <p>Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>Controlled Accounts means the Mandatory Prepayment Account</p> <p>Controlled Debt means any debt or moneys due or owing to the New Chargor, the proceeds of which, once received by the New Chargor, are or will be Controlled Proceeds</p> <p>Controlled Proceeds means any proceeds or other moneys received by the New Chargor from time to time which, under the terms of the Finance Documents, the New Chargor must either</p> <ul style="list-style-type: none"> (a) apply in repayment or prepayment of the Secured Liabilities, or (b) pay into a Controlled Account <p>Creditor means the Senior Lenders (as defined in the Intercreditor Agreement and being, as at the date of the Intercreditor Agreement Lloyds TSB Bank plc and HSBC Bank plc), the Hedge Counterparties (as defined in the Intercreditor Agreement and being, as at the date of the Intercreditor Agreement Lloyds TSB Bank plc and HSBC Bank plc), the Intra-Group Lenders (as defined in the Intercreditor Agreement and being, as at the date of the Intercreditor Agreement, Ingleby (1863) Limited and Ingleby (1861) Limited) and Ingleby (1863) Limited</p> <p>Current Account means</p> <ul style="list-style-type: none"> (a) each account of the New Chargor set out in Schedule 7 of the Debenture (<i>Current Accounts</i>), and (b) any other account which the New Chargor holds with any bank or financial institution from time to time, other than a Holding Account or a Controlled Account <p>Debt Document means each of the Intercreditor Agreement, the Finance Documents, the Hedging Agreements, the Security Documents, the Investor Documents, the Loan Note Documents, any agreement evidencing the terms of the Parent Liabilities or the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Trustee and the Parent or the Senior Agent and the Parent (as such capitalised terms are defined in the Intercreditor Agreement, unless defined in this Form MG01)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Debtor means Ingleby (1863) Limited, Ingleby (1861) Limited and any person which becomes a party to the Intercreditor Agreement as a Debtor in accordance its provisions</p> <p>Debts means all book and other debts of the New Chargor excluding Controlled Debts, any debts and claims arising under the Assigned Agreements, the Hedging Agreements or the Insurances, and those referred to in Clause 3 6 (<i>Controlled Accounts held with the Security Trustee</i>) and Clause 3 7 (<i>Other Controlled Accounts</i>) of the Debenture (as replicated in paragraphs 1 6 and 1 7 of this Form MG01)</p> <p>Declared Default has the meaning given to that term in the Facilities Agreement</p> <p>Deferred Consideration means any part of the consideration payable in cash in connection with an Approved Acquisition after completion of that Approved Acquisition pursuant to an Approved Acquisition Agreement (as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</p> <p>Derivative Contract means</p> <ul style="list-style-type: none"> (a) any Hedging Agreement, and (b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the New Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price <p>Disclosure Letter has the meaning given to that term in the Acquisition Agreement</p> <p>Distribution Rights means all dividends, interest and other distributions paid or payable on or in respect of any Investments or Shares and any right to receive them</p> <p>Equipment means, in relation to the New Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p>Facilities Agreement means the facilities agreement dated 23 March 2011 between, among others, Ingleby (1863) Limited, Ingleby (1861) Limited and Lloyds TSB Bank plc</p> <p>Finance Document means the Facilities Agreement, any accession deed, any Ancillary Document, any Compliance Certificate, any fee letter, any transfer certificate, any hedging agreement, the hedging letter, the Intercreditor Agreement, any resignation letter, any selection notice, any Transaction Security Document, any utilisation request and any other document designated as a Finance Document by the Agent (as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</p> <p>Finance Parties means the Agent (as defined in the Facilities Agreement, being Lloyds TSB Bank plc as at the date of the Facilities Agreement), the Arranger (as</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>defined in the Facilities Agreement, being Lloyds TSB Bank plc as at the date of the Facilities Agreement), the Security Trustee (as defined in the Facilities Agreement, being Lloyds TSB Bank plc as at the date of the Facilities Agreement), the Lenders (as defined in the Facilities Agreement, being Lloyds TSB Bank plc and HSBC Bank plc as at the date of the Facilities Agreement), the Hedge Counterparties (as defined in the Facilities Agreement, being Lloyds TSB Bank plc and HSBC Bank plc as at the date of the Facilities Agreement) and the Ancillary Lenders (as defined in the Facilities Agreement, being Lloyds TSB Bank plc and HSBC Bank plc as at the date of the Facilities Agreement)</p> <p>Group means Ingleby (1861) Limited, Ingleby (1863) Limited, each Target Group Company, each Approved Target (as defined in the Facilities Agreement) and each of their respective subsidiaries for the time being and Group Company means any one of them</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Ingleby (1861) Limited and a Hedge Counterparty for the purpose of hedging interest rate and/or exchange rate liabilities and/or risks in relation to the Term Facilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged (as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</p> <p>Holding Account has the meaning given to that term in the Facilities Agreement</p> <p>Insurance means, in relation to the New Chargor, each contract or policy of insurance to which the New Chargor is a party or in which it has an interest, including those set out in Schedule 6 to the Security Accession Deed, as replicated in Schedule 5 to this Form MG01</p> <p>Intellectual Property and Intellectual Property Rights means</p> <ul style="list-style-type: none"> (a) any patents, petty patents, trade marks, service marks, designs, business or trade names, copyrights, database rights, design rights, domain names, rights in designs, software rights, utility models, moral rights, copyrights inventions, confidential information, rights in the nature of copyright, knowhow and all other forms of intellectual or industrial property rights and interests (which may now or in the future subsist), and (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above, <p>arising or subsisting in any jurisdiction and whether registered or unregistered</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>Intercreditor Agreement means the intercreditor agreement dated 23 March 2011 and made between, among others, Ingleby (1863) Limited, Ingleby (1861) Limited, Lloyds TSB Bank plc and HSBC Bank plc, each in various capacities</p> <p>Intra-Group Loan means a loan made under an Intra-Group Loan Agreement (and includes a Structural Intra-Group Loan, as defined in the Facilities Agreement)</p> <p>Intra-Group Loan Agreement means an agreement (in writing or otherwise) under which a Group Company has or will make available a loan or facility to another Group Company</p> <p>Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations)</p> <p>Key-man Policy means a key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by an Obligor (other than the Parent) in respect of the death or disability or critical illness of the individuals listed in the Facilities Agreement (as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</p> <p>Land has the same meaning as it has in section 205(1) of the Act</p> <p>Liabilities means all present and future liabilities and obligations at any time of any Group Company to any Creditor or to any Subordinated Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension, (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition, (c) any claim for damages or restitution, and (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise, <p>and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings</p> <p>Mandatory Prepayment Account means an interest-bearing account</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>(a) held in England by a Borrower with the Agent or Security Trustee,</p> <p>(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,</p> <p>(c) subject to Transaction Security in favour of the Security Trustee which Transaction Security is in form and substance satisfactory to the Agent and Security Trustee, and</p> <p>(d) from which no withdrawals may be made by any Group Companies except as contemplated by this Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time) (as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</p> <p>Permitted Disposal has the same meaning as given to it in the Facilities Agreement</p> <p>Permitted Security has the same meaning as given to it in the Facilities Agreement</p> <p>Receiver means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver</p> <p>Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them</p> <p>Secured Parties means the Security Trustee, any Receiver or delegate and the Senior Agent (as defined in the Intercreditor Agreement being, as at the date of the Intercreditor Agreement, Lloyds TSB Bank plc), the Senior Arranger (as defined in the Intercreditor Agreement being, as at the date of the Intercreditor Agreement, Lloyds TSB Bank plc), and the Senior Creditors (as defined in the Intercreditor Agreement being, as at the date of the Intercreditor Agreement, Lloyds TSB Bank plc and HSBC Bank plc), from time to time but, in the case of the Senior Agent, Senior Arranger or Senior Creditors, only if it is a party to the Intercreditor Agreement or (in the case of the Senior Agent, a Senior Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 17 10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement for the purpose of, or which has the effect of granting security or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</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>Security Assets means, in relation to the New Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture</p> <p>Security Period means the period starting on the date of the Facilities Agreement and ending on the date on which the Agent (as defined in the Facilities Agreement, being Lloyds TSB Bank plc as at the date of the Facilities Agreement) is satisfied that all of the liabilities of the Obligors (as defined in the Facilities Agreement) under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities (as defined in the Facilities Agreement)</p> <p>Sellers means the persons listed in Schedule 14 (<i>Sellers</i>) of the Facilities Agreement</p> <p>Shares means all shares held by the New Chargor in its subsidiaries including those listed in Schedule 2 to this Form MG01</p> <p>Subordinated Creditors means the Original Subordinated Creditors and each other Investor who becomes a party to the Intercreditor Agreement in accordance with the terms of the Intercreditor Agreement (as such capitalised terms are defined in the Intercreditor Agreement, unless defined in this Form MG01)</p> <p>Target means Access Technology Group Limited, a company incorporated under the laws of England and Wales with registered number 05575609</p> <p>Target Group means Target and each of its subsidiaries and Target Group Company means any of them</p> <p>Trade Mark means each United Kingdom registered trade mark described in Schedule 2 to the Security Accession Deed (<i>Intellectual Property Rights</i>) as replicated in Schedule 3 of this Form MG01 (if applicable)</p> <p>Trade Mark Application means each application for the United Kingdom registration of a trade mark as described in Schedule 2 to the Security Accession Deed (<i>Intellectual Property Rights</i>) as replicated in Schedule 3 of this Form MG01 (if applicable)</p> <p>Trade Mark Chargor means the New Chargor that owns Trade Mark Property</p> <p>Trade Mark Property means</p> <ul style="list-style-type: none"> (a) all Trade Marks, (b) all Trade Mark Applications, (c) any goodwill of the New Chargor's business to which any Trade Mark or Trade Mark Application relates, and 	

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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>(d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in a New Chargor's business</p> <p>Transaction Security Documents means the Debenture together with any other document entered into by any Obligor creating or expressed to create, evidencing or granting any security in favour of the Finance Parties (or any of them) over all or any part of its assets in respect of the liabilities of any of the Obligors (as such capitalised terms are defined in the Facilities Agreement, unless defined in this Form MG01)</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

Schedule 1 – Land charged by way of legal mortgage

Part 1 – Registered Land

Property Description	Title Number
The freehold land known as Phillips House, Chapel Lane, Emley, Huddersfield HD8 9ST	WYK454714

Part 2 – Unregistered Land

None

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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

Schedule 2 – Shares

Subsidiary

Number and class of shares

Asyst Solutions Limited (Company Number 5435355) 100 Ordinary Shares of £1 each (all fully paid)

Access Supply Chain Limited (Company Number 3122727) 1,024 Ordinary Shares of £1 each (all fully paid)

Access Accounting Ireland Limited (Company Number 243842) 100 Ordinary Shares of €1.27 each (all fully paid)

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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

Schedule 3 – Intellectual Property Rights

Trademarks			
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Mark text
Access UK Limited	2518322	England	"ACCESS"
Access UK Limited	2518323	England	"access"
Access UK Limited	2537087	England	"SelectPay"
Access UK Limited	2467458	England	"EVOLUTIONS"
Access UK Limited	2467462	England	"ACCESS EVOLUTIONS"
Access UK Limited	2480513	England	"ACE"
Access UK Limited	2481505	England	"ACCESS ACCOUNTING"
Access UK Limited	2481509	England	"ACCESS DIMENSIONS"
Access UK Limited	2504634	England	"SELECT CRM"
Access UK Limited	2504638	England	"SELECT HR"

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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

Schedule 4 – Accounts

Account Bank	Sort Code	Account Number
National Westminster Bank plc	600606	48145734
National Westminster Bank plc	600606	27584542
National Westminster Bank plc	600606	28072022
Bank of Scotland plc	121639	6011781
HSBC	404608	83663914
Barclays Bank plc	202267	50682640

Account Bank	Number
National Westminster Bank plc	140/01/30508142
National Westminster Bank plc	550/00/30508967

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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

Schedule 5 – Insurance

Insurer	Policy number	Date of policy
Accident & Health Underwriting Limited	PA999AHU2009	31 March 2010



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2343760
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 23 MARCH 2011 AND CREATED BY ACCESS UK LTD
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY GROUP COMPANY AND BY EACH DEBTOR TO ANY
SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 4 APRIL 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2011

3

Handwritten signature



Companies House
— for the record —



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