

MG01

Particulars of a mortgage or charge

229780/13



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  
particulars of a charge for a  
company. To do this, please  
form MG01s

MONDAY



A60 \*A00JBA55\* #236  
19/12/2011  
COMPANIES HOUSE

**1** Company details

Company number 0 2 6 6 7 8 0 9

Company name in full Wiggle Limited (the "Chargor")

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 d1 d2 m1 m2 y2 y0 y1 y1

**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

Debenture dated 12 December 2011 (the "Debenture") between the Chargor and Ensco 503  
Limited as chargors, and HSBC Corporate Trustee Company (UK) Limited as security agent (the  
"Security Agent")

**4** Amount secured

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

Amount secured

All Secured Obligations (as defined in Schedule 2 to the short  
particulars of all the property mortgaged or charged)

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

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**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 HSBC Corporate Trustee Company (UK) Limited

Address Level 24, 8 Canada Square

London

Postcode E 1 4 5 H Q

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 Schedule 1

**Continuation page**

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

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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

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### 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

White & Case LLP

X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lara Muazu/ Emma Foster

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode EC2N1DW

Country UK

DX

Telephone + 44 (0)20 7532 1000



### 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

**Schedule 1**

**Short particulars of all property mortgaged or charged**

**1. PAYMENT OF SECURED OBLIGATIONS**

**1.1 Covenant to Pay**

The Chargor covenants with the Security Agent as security trustee for the Secured Parties that it shall on demand of the Security Agent discharge all obligations and liabilities which any Chargor and any other Obligor may at any time have to the Security Agent (whether for its own account or as Security Agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage and including, without limitations, all obligations and liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Document whatsoever) including any obligation or liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Agent (whether for its own account or as Security Agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law

**2. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

**2.1 Fixed Charges**

- (a) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first legal mortgage, all of the Real Property (if any) specified in Schedule 7 (*Details of Real Property*) of the Debenture (subject to obtaining any necessary consent to such fixed charge from any third party) and all other Real Property now vested in the Chargors (subject to obtaining any necessary consent to such fixed charge from any third party)
- (b) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge its present and future right, title and interest in and to and the benefit of (to the extent not effectively mortgaged pursuant to paragraph 2.1 (a) above, all estates or interests in any Real Property (whether such interests are

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Short particulars	<p>freehold, leasehold or licences) vested in, or acquired by, it (subject to obtaining any necessary consent to such fixed charge from any third party)</p> <p>(c) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property</p> <p>(d) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts (other than the HSBC Cash Collateral Account).</p> <p>(e) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of second fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the HSBC Cash Collateral Account.</p> <p>(f) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property and Related rights in respect of the Intellectual Property</p> <p>(g) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Chargor</p> <p>(h) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of</p>	

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Short particulars

first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments.

- (i) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise)
- (j) The Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

### 2 2 Assignment

The Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as security trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- (a) the proceeds of any Insurance Policy and all Related Rights;
- (b) all rights and claims in relation to any Assigned Account; and
- (c) the Specific Contracts

### 2 3 Floating Charge

- (a) The Chargor with full title guarantee charges in favour of the Security Agent as security trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertaking
- (b) The floating charge created by paragraph 2 3(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by

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Short particulars	<p>the Chargor under the Finance Documents in favour of the Security Agent as Security Agent for the Secured Parties as security for the Secured Obligations.</p> <p>(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph 2 3(a) above</p> <p><b>3. CRYSTALLISATION OF FLOATING CHARGE</b></p> <p><b>3 1 Crystallisation: By Notice</b></p> <p>The Security Agent may at any time by notice in writing to the Chargor convert the floating charge created by paragraph 2 3 (a) above with immediate effect into a fixed charge as regards any property or assets specified in the notice if</p> <p>(a) a Declared Default has occurred and is continuing, or</p> <p>(b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or</p> <p>(c) the Security Agent reasonably considers that it is desirable in order to protect the priority of the security</p> <p><b>3 2 Crystallisation: Automatic</b></p> <p>Notwithstanding paragraph 3 1 above and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:</p> <p>(a) a Chargor creates or attempts to create any Security (other than any Security permitted under the Senior Facilities Agreement), over any of the Charged Property;</p> <p>(b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property,</p> <p>(c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor or an administrator is appointed to a Chargor, or</p> <p>(d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such a notice with the court</p>	



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Short particulars	<p><b>4. PERFECTION OF SECURITY</b></p> <p><b>4 1 Notices of Assignment</b></p> <p>The Chargor shall deliver to the Security Agent (or procure delivery of) duly executed by, or on behalf of, the relevant Chargor,</p> <ul style="list-style-type: none"> <li>(a) in respect of each Assigned Account, a Notice of Assignment in the form set out in Part II of Schedule 3 of the Debenture within 5 Business Days of the date of the Debenture or, if later, promptly upon the designation at any time by the Security Agent of any Account as an Assigned Account,</li> <li>(b) in respect of each Account, a Notice of Assignment in the form set out in Part III of Schedule 2 of the Debenture promptly on request of the Security Agent from time to time after the occurrence of a Declared Default,</li> <li>(c) in respect of each Insurance Policy, a Notice of Assignment in the form set out in Part I of Schedule 3 of the Debenture within 5 Business Days of the date of the Debenture or within 5 Business Days of entry by the Chargor into a new material Insurance Policy, and</li> <li>(d) in respect of any Specific Contract, a Notice of Assignment in the form set out in Part IV of Schedule 3 of the Debenture promptly on request of the Security Agent from time to time after the occurrence of a Declared Default,</li> </ul> <p>and shall use its reasonable endeavours to procure that each notice is acknowledged by the obligor or debtor specified by the Security Agent within 20 Business Days of service. If the Chargor has used its reasonable endeavours but has not been able to obtain acknowledgement, its obligation to obtain acknowledgement shall cease on the expiry of that 20 Business Day period</p> <p>The Chargor hereby acknowledges the assignment of any Structural Intra-Group Loans of which it is a borrower</p> <p>The Security Agent hereby acknowledges the assignment of any Assigned Account opened or maintained with it</p> <p><b>4 2 Notices of Charge</b></p> <ul style="list-style-type: none"> <li>(a) The Chargor shall if requested by the Security Agent from time to time after the occurrence of a Declared Default promptly deliver to the Security Agent (or procure delivery of) notices of charge (in form and substance reasonably satisfactory to the Security Agent) duly executed</li> </ul>

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## Particulars of a mortgage or charge

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by, or on behalf of, the Chargor and acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained

- (b) The execution of the Debenture by the Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent

#### 4.3 Real Property: Delivery of Documents of Title

The Chargor shall, to the extent reasonably practicable, deliver (or procure delivery) to the Security Agent of, and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents constituting or evidencing title relating to its Real Property (whenever acquired by the Chargor)

#### 4.4 Real Property: Consent

The fixed Security from time to time constituted by the Debenture or any Mortgage does not extend to the Chargor's interest in any Real Property in respect of which the creation of any fixed Security by the Chargor is prohibited either absolutely or without consent, unless and until any relevant consent has been obtained or any restriction on the creation of Security over any such Real Property is removed

#### 4.5 Further Advances

Subject to the terms of the Senior Facilities Agreement each Lender is under an obligation to make further advances to the Borrower and that obligation will be deemed to be incorporated into the Debenture as if set out in the Debenture

#### 4.6 Delivery of Share Certificates

The Chargor shall

- (a) in accordance with the letter of undertaking to release dated on or about the date of the Debenture from HSBC Bank plc to the Chargors, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Chargor), and
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank on behalf of the Chargor) in respect thereof as the Security Agent may request.

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#### 4 7 Registration of Intellectual Property

The Chargor shall at its own cost and expense, if requested by the Security Agent, promptly (and in any event within any time limit imposed by national law) execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property. The Chargor shall at its own cost and expense, if requested by the Security Agent, promptly inform the Security Agent of all applications for patents, registered trade marks, registered designs and other registered Intellectual Property (in each case, of a material nature) made after the date of the Debenture.

#### 5. FURTHER ASSURANCE

##### 5 1 Further Assurance: General

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph 5.1 (b) below
- (b) The Chargor shall promptly at its own cost enter into a Mortgage over any Real Property acquired after the date of the Debenture (and if the consent of the landlord is required in order for the Chargor to grant such security, the Chargor shall comply with the obligations set out in paragraph 5 3 below and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
  - (i) to perfect, preserve or protect the security, or the priority of the security created or intended to be created in respect of the Charged Property (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights,
  - (ii) to confer on the Security Agent security over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture and each Mortgage, and/or
  - (iii) to facilitate the realisation of the Charged Property.

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p><b>5.2 Necessary Action</b></p> <p>The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to the Debenture and any Mortgage including, without limitation, in respect of Real Property, to make or procure that there is made an application to the Land Registry (and as proprietor of the relevant registered charge the Security Agent hereby consents to such application being made):</p> <ul style="list-style-type: none"> <li>(a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto</li> </ul> <p>"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [insert date] in favour of [insert name of Security Agent] referred to in the charges register or their conveyancer,"</p> <ul style="list-style-type: none"> <li>(b) to enter a note of the obligation to make further advances by each of the Lenders on the Charges Register relating thereto, and</li> <li>(c) to note the Debenture and any Mortgage on the Charges Register</li> </ul> <p><b>5.3 Consents</b></p> <p>The Chargor declares that, in respect of any consents necessary including any consent necessary for any Mortgage to enable its assets to be the subject of an effective fixed charge or assignment pursuant to paragraph 2 above it shall</p> <ul style="list-style-type: none"> <li>(a) promptly notify the Security Agent of the same and the reasons therefor,</li> <li>(b) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Obligations (in the case of any leasehold Real Property, to the extent permitted by the relevant lease); and</li> <li>(c) use all reasonable endeavours to take such steps as the Security Agent may require to remove such impediment to an assignment or charge (provided in the case of any leasehold Real Property such steps shall not cause the Chargor to be in breach of the terms of the relevant lease),</li> </ul> <p>and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Security Agent</p>

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#### 5 4 Implied Covenants for Title

The obligations of the Chargor under the Debenture and any Mortgage shall be in addition to the covenants for title deemed to be included in the Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994

#### 6. NEGATIVE PLEDGE AND DISPOSALS

##### 6 1 Negative Pledge

The Chargor undertakes that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Senior Facilities Agreement

##### 6 2 No Disposal of Interests

The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage dispose, create any legal or equitable estate or other right or interest in, or over, or otherwise relating to, all or any part of the Charged Property except as permitted pursuant to the Finance Documents

#### 7. EFFECTIVENESS OF SECURITY

##### 7 1 Continuing Security

- (a) The Security created by or pursuant to the Debenture and any Mortgage shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.
- (b) No part of the security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations



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#### Schedule 2

#### Definitions

**“Account”** means any account opened or maintained by the Chargor with the Security Agent or any other person including those listed in Schedule 1 (*Accounts*) of the Debenture (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

**“Acquisition Agreement”** means the sale and purchase agreement to be dated on or about the date hereof, inter alia, between MAPIL Bidco Limited and the Vendor

**“Agent”** means HSBC Bank Plc

**“Assigned Account”** means any Account that may from time to time be identified in writing as an Assigned Account by the Security Agent

**“Borrower”** means an Original Borrower or an Additional Borrower (as defined in the Senior Facilities Agreement) unless it has ceased to be a Borrower in accordance with Clause 29 (Changes to the Obligors) of the Senior Facilities Agreement

**“Charged Property”** means all the assets and undertaking of a Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage.

**“Chargors”** means Ensco 503 Limited (company number 05772214) and the Chargor.

**“Collateral Rights”** means all rights, powers and remedies of the Security Agent provided by or pursuant to the Debenture or any Mortgage or by law

**“Declared Default”** means the occurrence of an Event of Default (as defined in the Senior Facilities Agreement) which has resulted in a notice being served by the Agent in accordance with clause 26 18 (*Acceleration*) of the Senior Facilities Agreement.

**“Ensco 503 Limited”** means Ensco 503 Limited, a company registered in England and Wales with company number 05772214

**“Finance Documents”** has the meaning given in the Senior Facilities Agreement.

**“Finance Party”** has the meaning given in the Senior Facilities Agreement

**“Group”** means the Parent and each of its Subsidiaries for the time being (including, with effect from the Closing Date, the Target Group)

**“Guarantor”** means an Original Guarantor or an Additional Guarantor (as defined in the Senior Facilities Agreement), unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Senior Facilities Agreement

**“Hedging Agreement”** has the meaning given in the Senior Facilities Agreement.

**“HSBC Cash Collateral Account”** means account number 40421803664481 in the name of Wiggle Limited held with HSBC Bank plc

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**“Insurance Policy”** means any policy of insurance (including life insurance or assurance) in which a Chargor may from time to time have an interest, including, without limitation, those set out in Schedule 4 (*Details of Insurance Policies*) of the Debenture

**“Intellectual Property”** means

- (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 on or after the date of the Debenture subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Chargor at any time, including, without limitation, at the date of the Debenture

**“Investments”** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares), including, without limitation, those set out in Schedule 5 (*Details of Investments*) of the Debenture;
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of a Chargor or by any Security Agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Agent, nominee, fiduciary or clearance system).

**“Material Company”** has the meaning given in the Senior Facilities Agreement.

**“Monetary Claims”** means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims, any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of a Chargor)

**“Mortgage”** means a mortgage or legal charge in respect of all or any part of the Real Property acquired after the date of the Debenture in accordance with paragraph 5 (*Further Assurance*) (above) substantially in the form of Schedule 2 (*Form of Legal Mortgage*) of the Debenture



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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>“Notice of Assignment”</b> means a notice of assignment in substantially the form set out in Schedule 3 (Forms of Notices of Assignment) of the Debenture, or in such form that may be specified by the Security Agent</p> <p><b>“Obligor”</b> means a Borrower or a Guarantor</p> <p><b>“Real Property”</b> means</p> <ul style="list-style-type: none"> <li>(a) any freehold or leasehold property (if (i) in the case of any freehold property, the value of that property is in excess of £500,000 (or its currency equivalent) and (ii) in the case of any leasehold property, the term of the leasehold is in excess of seven years) and all rights, easements and privileges attached or pertinent thereto including, without limitation, the property specified in Schedule 7 (<i>Details of Real Property</i>) of the Debenture (if any), and</li> <li>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</li> </ul> <p>and includes all Related Rights.</p> <p><b>“Receiver”</b> means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p><b>“Related Rights”</b> means, in relation to any asset</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</li> <li>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</li> <li>(d) any monies and proceeds paid or payable in respect of that asset</li> </ul> <p><b>“Secured Obligations”</b> means all obligations covenanted to be discharged by each Chargor in paragraph 1.1 (<i>Covenant to Pay</i>) (above)</p> <p><b>“Secured Parties”</b> means each of the Finance Parties and the Receiver (as defined herein)</p> <p><b>“Security”</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>“Senior Facilities Agreement”</b> means the Senior Facilities Agreement dated 7 December 2011, and made between, amongst others, MAPIL Bidco Limited 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>borrower, MAPIL Midco 2 Limited as guarantor, HSBC Bank plc and Investec Bank plc as mandated lead arrangers, each as defined in such agreement as amended, varied, novated or supplemented from time to time</p> <p><b>"Shares"</b> means all of the shares in the capital of any Obligor or Material Company (as defined in the Senior Facilities Agreement) held by a Chargor at any time.</p> <p><b>"Specific Contracts"</b> means any Structural Intra-Group Loans, any Hedging Agreements (being none at the date of the Debenture), and any other contracts that a Chargor and the Security Agent designated as such from time to time</p> <p><b>"Structural Intra-Group Loans"</b> has the meaning given in the Senior Facilities Agreement</p> <p><b>"Tangible Moveable Property"</b> means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of a Chargor's stock in trade or work in progress) and all Related Rights</p> <p><b>"Vendor"</b> means the persons defined as "Sellers" under the Acquisition Agreement.</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2667809  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12  
DECEMBER 2011 AND CREATED BY WIGGLE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
CHARGOR AND ANY OTHER OBLIGOR TO HSBC CORPORATE  
TRUSTEE COMPANY (UK) LIMITED OR ANY OF THE OTHER  
SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 19 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 DECEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES