

MG01

Particulars of a mortgage or charge

V 001264/13

Oyez

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

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

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COMPANIES HOUSE

Company details

Company number

0 2 9 6 8 5 1 3

Company name in full

Charlton Group (UK) Limited (the *Company*)

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

Date of creation of charge

Date of creation

2 1 0 1 2 0 1 0

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

Supplemental Deed of Fixed Charge dated 21 January 2010 (the *Deed*) between, amongst others, the Company and National Westminster Bank PLC (the *Security Trustee*)

Amount secured

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

Amount secured

All capitalised terms used herein shall have the meaning given to them in the attached MG01 continuation page (Amount Secured)

All indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by each of the Obligors, including under any Finance Documents, to the Beneficiaries (or any of them), whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included this deed (or any part of it) would give rise to financial assistance within the meaning of Sections 152 (1) (a) of the Companies Act 1985 (the "Companies Act") unless such financial assistance is not prohibited by virtue of the provisions of Section 153 of the Companies Act or by virtue of due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act (*Secured Obligations*)

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

Continuation page

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

Name National Westminster Bank PLC

Address 135 Bishopsgate

London

Postcode E C 2 M 3 U R

Name

Address

Postcode

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

All capitalised terms used herein shall have the meaning give to them in the attached MG01 continuation page (Amount Secured)

FIXED CHARGE

Without limiting the generality of the other provisions of the Deed and the Debenture, each Chargor hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations, by way of a supplementary first fixed charge, all of such Chargor's rights, title and interest from time to time in relation to the Inter-company Receivables

Continued on attached MG01 continuation page (Short Particulars)

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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

Not applicable

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 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

Signature

Please sign the form here

Signature

Signature

X *Oliver Corbett* X

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

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Presenter information

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

Contact name

Olga Galazoula

Company name

FRESHFIELDS BRUCKHAUS DERINGER LLP

Address

65 FLEET STREET

LONDON

ENGLAND

Post town

County/Region

Postcode

E C 4 Y 1 H S

Country

UNITED KINGDOM

DX

DX 23 LONDON/CHANCERY LANE

Telephone

020 7936 4000

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Accession Letter means a document substantially in the form set out in Schedule 6 (<i>Form of Accession Letter</i>) to the Facility Agreement,</p> <p>Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 26 (<i>Changes to the Obligors</i>) of the Facility Agreement,</p> <p>Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 26 (<i>Changes to the Obligors</i>) of the Facility Agreement,</p> <p>Agent means National Westminster Bank plc,</p> <p>Beneficiaries means the Lenders, the Bilateral Lender, the Security Trustee and the Agent and their respective successors, assigns and transferees from time to time;</p> <p>Bilateral Facility means the £5,700,000 multi-currency facility (including by way of derivatives and foreign exchange facilities but excluding overdraft facilities) between National Westminster Bank plc and McInerney Group Limited as amended from time to time;</p> <p>Bilateral Facility Document means, at any time, each document relating to or evidencing the terms of the Bilateral Facility;</p> <p>Bilateral Lender means National Westminster Bank plc,</p> <p>Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 (<i>Changes to the Obligors</i>) of the Facility Agreement;</p> <p>Chargor means each of McInerney Group Limited and the companies listed in Part II of Schedule 1 to the Deed;</p> <p>Compliance Certificate means a certificate substantially in the form set out in Schedule 8 (<i>Form of Compliance Certificate</i>) to the Facility Agreement,</p> <p>Debenture means a deed of debenture dated 3 July 2006 between the Chargors and the Security Trustee,</p> <p>Delegate means any delegate, agent, attorney or trustee appointed by the Security Trustee;</p> <p>Enforcement Party means any of the Security Trustee, a Receiver or a Delegate;</p> <p>Existing Legal Charges means the legal charges listed in Schedule 9 to the Facility Agreement,</p>	

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Particulars of a mortgage or charge



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Amount secured

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

Amount secured

Expenses means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Debenture, taking, perfecting, enforcing or exercising any power under the Debenture, the appointment of any Receiver or Delegate, the breach of any provision of the Debenture and / or the protection, realisation or enforcement of the Debenture, and includes the costs of transferring to the Security Trustee or the Receiver any security ranking in priority to the security constituted by the Debenture, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require,

Fee Letter means:

- (a) any letter or letters dated on or about the date of the Facility Agreement between National Westminster Bank plc and McInerney Group Limited (or the Agent and McInerney Group Limited or the Security Trustee and McInerney Group Limited) setting out any of the fees referred to in Clause 13 (Fees) of the Facility Agreement;
- (b) any further letter or letter dated on or around the 10 March 2009 between the Agent and McInerney Group Limited or the Security Trustee and McInerney Group Limited or any Lender and McInerney Group Limited supplementing or superceding the terms and the letters defined in paragraph (a) above, setting out any of the fees referred to in Clause 13 of the Facility Agreement, and
- (c) any agreement setting out fees payable to a Finance Party or the Bilateral Lender referred to in Clause 13.4 (Bilateral Facility Fee) or Clause 13.5 (Fees payable in respect of Letters of Credit) of the Facility Agreement or under any other Finance Document,

Finance Documents means the facility agreement (the **Facility Agreement**) dated 3 July 2006 as amended and restated on 4 December 2006 and further amended and restated on 10 March 2009 and from time to time between, amongst others, McInerney Group Limited and National Westminster Bank plc, the amendment and restatement agreement dated 10 March 2009 to the Facility Agreement, the intercreditor agreement originally dated 3 July 2006 between, amongst others, the Obligors, the Lenders and the Security Trustee as amended and restated on 10 March 2009 and from time to time (the **Intercreditor Agreement**), the amendment and restatement agreement dated 10 March 2009 to the Intercreditor Agreement, the security trustee deed entered into between certain of the Obligors and National Westminster Bank plc dated 23 March 2005 as amended and restated on 3 July 2006 and further amended and restated on 10 March 2009 and from time to time (the **Security Trustee Deed**), the amendment and restatement agreement to the Security Trustee Deed made on 10 March 2009, any Fee Letter, any Accession Letter, any Resignation Letter, the Security Documents, any Compliance Certificate, any Utilisation Request and any other document designated as such by the Agent and the McInerney Group Limited and where this term is used in the Debenture shall include also the Bilateral Facility Documents;

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Finance Party means National Westminster Bank plc, a Lender or the Issuing Bank,</p> <p>Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (Changes to the Obligors) of the Facility Agreement;</p> <p>Inter-company Receivables means:</p> <ul style="list-style-type: none"> (a) all present book debts owed by any Chargor to any other Chargor as in detail set out in Schedule 2 of the Deed, (b) all future book or other debts owed by any Chargor to any other Chargor; (c) all present and future monetary claims of any Chargor against any other Chargor; (d) any rights, powers, benefits or remedies arising out of or in connection with the assets described in (a) to (c) above, and (e) the proceeds of sale of all or any part of the assets described in (a) to (c) above or any other monies paid or payable in respect thereof; <p>Interest means interest at the rate provided and calculated and compounded as agreed between the Security Trustee and McInerney Group Limited from time to time, and if not so agreed, in accordance with the practice of the Security Trustee from time to time both before and after judgement,</p> <p>Issuing Bank means each Lender identified above as an issuing bank and any other Lender which has notified the Agent that it has agreed to McInerney Group Limited's request to be an Issuing Bank pursuant to the terms of the Facility Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the Issuing Bank) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facility Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit,</p> <p>Legal Charge means the form of legal charge (being in the agreed form) to be entered into by the Obligors in favour of the Security Trustee in relation to each Site located in England and Wales acquired from the 10 March 2009,</p>	

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Amount secured

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

Amount secured

Lender means:

(a) any Original Lender listed as such in Schedule 1 Part D of the Facility Agreement,

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement,

Letter of Credit means

(a) a letter of credit, substantially in the form set out in Schedule 12 (*Form of Letter of Credit*) to the Facility Agreement or in any other form requested by a Borrower and agreed by the Agent and the Issuing Bank; or

(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or McInerney Group Limited on its behalf) and agreed by the Agent and the Issuing Bank;

Obligor means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement or an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement;

Original Borrowers means McInerney Group Limited and the subsidiaries of McInerney Group Limited listed in Part A of Schedule 1 to the Facility Agreement as original borrowers;

Original Guarantors means the guarantors listed in Part B of Schedule 1 to the Facility Agreement;

Original Lenders means the financial institutions listed in Part D and Part E of Schedule 1 to the Facility Agreement as lenders;

Party means a party to the Facility Agreement;

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4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p>Receiver means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Deed in respect of any Chargor or in respect of the Secured Assets of any Chargor,</p> <p>Resignation Letter means a letter substantially in the form set out in Schedule 7 (<i>Form of Resignation Letter</i>) to the Facility Agreement;</p> <p>Secured Assets means the assets charged, assigned or otherwise the subject of any security created by or pursuant to the Deed and includes any part or parts of such assets,</p> <p>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,</p> <p>Security Documents means each of the following documents</p> <ul style="list-style-type: none"> (a) the Debenture; (b) the Existing Legal Charges; (c) the Legal Charges granted after the 10 March 2009; and (d) all other documents or arrangements creating or evidencing Security or guarantees or other assurance in favour of a Finance Party in respect of the obligations of any Obligor under the Finance Documents; <p>Sites means a property, the legal title of which is held by an Obligor and each a Site, and</p> <p>Utilisation Request means a notice substantially in the form set out in Schedule 3 (<i>Utilisation Request Loans</i>) of the Facility Agreement.</p>	

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

RESTRICTION ON DEALINGS

During the subsistence of the Debenture and the Deed:

(a) No Chargor shall.

(1) pay, repay, prepay, redeem, purchase, make a distribution in respect of, defease or otherwise acquire or satisfy in any manner all or any part of any Inter-company Receivable,

(1i) discharge or allow to be discharged all or any part of any Inter-company Receivable, by set-off, right of combination of accounts or otherwise;

(1ii) create or permit to subsist any security over any of its assets for, or any guarantee in respect of, any Inter-company Receivable (except to the extent of the Security Documents); or

(iv) allow any Inter-company Receivable to be evidenced by negotiable instrument,

in each case without the prior written consent of the Security Trustee (acting on the instructions of the Beneficiaries).

(b) No Chargor shall:

(1) be party to or beneficiary of a transaction which gives rise to a breach of paragraph (a) above;

(1i) demand or receive payment, repayment or prepayment of any principal, interest, or any other amount on or in respect of, or any distribution in respect of, any Inter-company Receivable,

(1ii) exercise any set-off or other rights of combination against any Inter-company Receivable;

(iv) forgive, waive, release or otherwise allow to be discharged all or any part of any Inter-company Receivable, or

(v) permit to subsist or receive any security or any guarantee for or in respect of any Inter-company Receivable (except to the extent of the Security Documents),

in each case without the prior written consent of the Security Trustee (acting on the instructions of the Beneficiaries).

Without prejudice to the above provisions, no Chargor shall at any time during the subsistence of the Debenture and the Deed deal with the Inter-company Receivables in any manner whatsoever and under any circumstances, except and only in so far as specifically permitted under the terms of the Finance Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2968513
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF FIXED
CHARGE DATED 21 JANUARY 2010 AND CREATED BY
CHARLTON GROUP (UK) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OF THE OBLIGORS TO
THE BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 5 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 FEBRUARY
2010

Q+J.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES