

MG01

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LASERFORM

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



**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 for  
company. To do this, please use  
form MG01s

MONDAY



LD2 \*L211RWIJ\* 04/02/2013 #12  
COMPANIES HOUSE

1

**Company details**

Company number

3013345

Company name in full

LIFE LINKS LIMITED  
(THE "CHARGOR")

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d2 d5 m0 m1 y2 y0 y1 y3

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture relating to substantially all of the assets of the Chargor  
dated 25 January 2013 between the Chargor and Lloyds TSB Bank plc as  
security agent (the "Security Agent") for itself and the other Secured  
Parties (as defined below) (the "Debenture")

4

**Amount secured**

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

Amount secured

All present and future monies, debts, liabilities  
and obligations due at any time of any member of  
the Group to any Creditor (both actual and  
contingent and whether incurred solely or jointly  
with any other person or in any other capacity),  
including without limitation any amounts (such as  
post-insolvency interest) that would be included in  
any thereof but for any discharge, non-provability,  
unenforceability or non-allowance of those amounts  
in any insolvency or other proceedings, under

(a) the RCF Finance Documents,

(please see continuation pages)

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc	
Address	10 Gresham Street	
	London	
Postcode	E C 2 V 7 A E	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. CHARGING PROVISIONS</b></p> <p><b>1 1 Specific Security</b></p> <p>Subject in each case to Clause 1 5 (<i>Property Restricting Charging</i>) below (being Clause 3 5 (<i>Property Restricting Charging</i>) of the Debenture), the Chargor, as continuing security for the payment of the Secured Obligations, charged in favour of the Security Agent with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest</p> <p>(a) by way of first legal mortgage all Property in England and Wales now belonging to or vested in it, and</p> <p>(please see continuation pages)</p>	

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Casham & Watkins* 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 Nick Rose

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country

DX

Telephone 020 7710 1156



### 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

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) the Hedging Agreements,</p> <p>(c) the Senior Secured Notes Documents,</p> <p>(d) the Pari Passu Debt Documents;</p> <p>(e) the Second Lien Notes Documents,</p> <p>(f) the Additional Second Lien Debt Documents,</p> <p>(g) the Credit Facility Documents other than the RCF Finance Documents; and</p> <p>(h) any Additional Liabilities in respect of any Secured Debt Documents,</p> <p>(the "Secured Obligations")</p> <p>Subject to the terms of the RCF Finance Documents, certain of the RCF Finance Parties are under an obligation to make further advances to the Chargor (which obligation is deemed to be incorporated into the Debenture) and this security has been made for securing those further advances</p> <p>For definitions of capitalised terms used in this Form MG01, please see the continuation pages of Part 6 of this Form MG01 attached hereto</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>(b) by way of first fixed charge</p> <p>(1) all other interests (not effectively charged under Clause 1 1 (a) (being Clause 3 1(a) of the Debenture)) in any Property in England and Wales now or subsequently belonging to it and the benefit of all other agreements relating to land,</p> <p>(11) all of its right, title and interest in the Intellectual Property,</p> <p>(111) all of its right, title and interest in the Equipment,</p> <p>(1v) all the Investments, Shares and all corresponding Related Rights,</p> <p>(v) all its Trading Receivables and all its rights and claims against third parties and against any security in respect of those Trading Receivables,</p> <p>(vi) all its Other Debts and all its rights and claims against third parties against any security in respect of those Other Debts,</p> <p>(vii) all monies standing to the credit of the Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,</p> <p>(viii) all of its rights and interest in the Hedging Agreements,</p> <p>(ix) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,</p> <p>(x) its goodwill and uncalled capital, and</p> <p>(xi) subject to Clause 1 5 (<i>Property Restricting Charging</i>) below (being Clause 3 5 (<i>Property Restricting Charging</i>) of the Debenture), if not effectively assigned by Clause 1 2 (<i>Security Assignment</i>) (being Clause 3 2 (<i>Security Assignment</i>) of the Debenture), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements</p> <p><b>1 2 Security Assignment</b></p> <p>Subject to Clause 1 5 (<i>Property Restricting Charging</i>) below (being Clause 3 5 (<i>Property Restricting Charging</i>) of the Debenture), as further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in</p> <p>(a) the Insurance Policies, and</p> <p>(b) the Assigned Agreements,</p> <p>subject in each case to reassignment by the Security Agent to the Chargor of all such rights, title and interest upon payment or discharge in full of</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>the Secured Obligations</p> <p>1 3 <b>Floating Charge</b></p> <p>(a) Subject to Clause 1 5 (<i>Property Restricting Charging</i>) below (being Clause 3 5 (<i>Property Restricting Charging</i>) of the Debenture), as further continuing security for the payment of the Secured Obligations, the Chargor charged with full title guarantee, in favour of the Security Agent (for the benefit of itself and other Secured Parties) by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 1 1 (<i>Specific Security</i>) above (being Clause 3 1 (<i>Specific Security</i>) of the Debenture), or assigned under Clause 1 2 (<i>Security Assignment</i>) above (being Clause 3 2 (<i>Security Assignment</i>) of the Debenture)</p> <p>(b) Subject to Clause 1 5 (<i>Property Restricting Charging</i>) below (being Clause 3 5 (<i>Property Restricting Charging</i>) of the Debenture), as further continuing security for the payment of the Secured Obligations, the Chargor charged with full title guarantee, in favour of the Security Agent (for the benefit of itself and other Secured Parties) by way of first floating charge all its Scottish Assets</p> <p>(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Debenture</p> <p>1 4 <b>Conversion of Floating Charge</b></p> <p>(a) The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if</p> <p>(1) an Acceleration Event has occurred,</p> <p>(11) the Security Agent is of the view that any asset charged under the floating charge created under the Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process, or</p> <p>(111) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under the Debenture</p> <p>(b) The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets (or, in the case of the events occurring to an asset referred to in Clauses 1 4(b)(11) and 1 4(b)(1v) (being Clauses 3 4(b)(11) and 3 4(b)(1v) of the Debenture), the relevant asset) of the Chargor which are subject to the floating charge created under the Debenture, if</p> <p>(1) the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor (other than as part of a solvent process permitted under the</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>Secured Debt Documents),</p> <ul style="list-style-type: none"> <li>(11) any person (who is entitled to do so) appoints an administrator to the Chargor or files such a notice with a court,</li> <li>(111) the Chargor creates, or purports to create, Security (except as permitted by the Secured Debt Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under the Debenture,</li> <li>(1v) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or</li> <li>(v) if any other floating charge created by the Chargor crystallises over such asset for any reason</li> </ul> <p>(c) Upon the conversion of any floating charge pursuant to this Clause 1 4 (being Clause 3 4 of the Debenture), the Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require</p> <p>(d) Clauses 1 4(a) and 1 4(b) hereof (being Clauses 3 4(a) and 3 4(b) of the Debenture) will not apply to any Charged Property situated in Scotland or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion</p> <p>1 5 <b>Property Restricting Charging</b></p> <ul style="list-style-type: none"> <li>(a) Without prejudice to the obligations of the Chargor under Clause 8 (<i>Impairment of Security Interest</i>) of Schedule 16 (<i>Incurrence Covenants and Events of Default</i>) to the RCP Facility Agreement or any equivalent provision in any other Secured Debt Document, there shall be excluded from the Security created by Clause 1 1 (<i>Specific Security</i>), Clause 1 2 (<i>Security Assignment</i>) and/or Clause 1 3 (<i>Floating Charge</i>) (being Clause 3 1 (<i>Specific Security</i>), Clause 3 2 (<i>Security Assignment</i>) and/or Clause 3 3 (<i>Floating Charge</i>) of the Debenture), but in each case only to the extent that such prohibition or condition restricts the type of charge purported to be created by Clause 1 1 (<i>Specific Security</i>), Clause 1 2 (<i>Security Assignment</i>) or Clause 1 3 (<i>Floating Charge</i>) (being Clause 3 1 (<i>Specific Security</i>), Clause 3 2 (<i>Security Assignment</i>) or Clause 3 3 (<i>Floating Charge</i>) of the Debenture) (as applicable)</li> </ul> <ul style="list-style-type: none"> <li>(1) any asset or undertaking which the Chargor is prohibited from creating Security on or over by reason of any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset or undertaking and which contract, license, lease, instrument or other arrangement is otherwise permitted by the terms of the Secured Debt Documents</li> </ul>	



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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>(including any asset or undertaking which the Chargor is precluded from creating Security over without the prior consent of a third party) and including the assets or undertakings listed in Schedule 3 (<i>Restricted assets</i>) to the Debenture, in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party,</p> <p>(11) any asset or undertaking which the Chargor is not prohibited from creating Security on or over by the relevant contract, license, lease, instrument or other arrangement but which would, if subject to any Security, give a third party the right under any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset or undertaking and which contract, license, lease, instrument or other arrangement is otherwise permitted by the terms of the Secured Debt Documents to amend any rights, benefits and/or obligations of a Chargor in respect of that asset or undertaking or require any Chargor to take any action which, in each case, would be materially adverse to the interests of the Group (taken as a whole), and in any event including the assets or undertakings listed in Schedule 3 (<i>Restricted Assets</i>) to the Debenture, in each case to the extent of that right and for so long as such right is in existence or until a waiver of the relevant term has been received from the third party, and</p> <p>(111) any asset or undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for any director or officer of the Chargor or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer) provided that the Chargor has used its commercially reasonable efforts to overcome such obstacles, in each case to the extent of that unlawfulness or to the extent required to avoid the relevant liability or breach of duty and for so long as such unlawfulness, risk of liability or risk of breach of duty is in existence</p> <p>For the purposes of Clause 1 5(a) (being Clause 3 5(a) of the Debenture), the term "third party" in relation to the Chargor, means any person which is not a member of the Group or an Affiliate of a member of the Group</p> <p>(b) For all assets and undertakings referred to in sub-paragraphs (1) and (11) of Clause 1 5(a) (being sub-paragraphs (1) and (11) of Clause 3 5(a) of the Debenture), the Chargor undertook to apply for a consent or waiver of the relevant prohibition or condition which affects the charging of such asset as soon as reasonably practicable after the date of the Debenture (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of the Debenture unless the Chargor has already used its</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>commercially reasonable endeavours at the time of negotiation of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope) and to use its commercially reasonable efforts to obtain such consent or waiver as soon as reasonably practicable</p> <p>(c) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged to the Security Agent under Clause 1 1 (<i>Specific Security</i>) or Clause 1 3 (<i>Floating Charge</i>) (being Clause 3 1 (<i>Specific Security</i>) or Clause 3 3 (<i>Floating Charge</i>) of the Debenture) (as applicable), or shall be assigned to the Security Agent under Clause 1 2 (<i>Security Assignment</i>) (being Clause 3 2 (<i>Security Assignment</i>) of the Debenture) (as applicable) If reasonably required by the Security Agent, at any time following satisfaction of that condition or receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment on substantially the same terms as set out in the Debenture or in such other form as the Security Agent shall reasonably require</p> <p>(d) Where an asset is excluded from the Security created by Clause 1 1 (<i>Specific Security</i>), Clause 1 2 (<i>Security Assignment</i>) and/or Clause 1 3 (<i>Floating Charge</i>) (being Clause 3 1 (<i>Specific Security</i>), Clause 3 2 (<i>Security Assignment</i>) and/or Clause 3 3 (<i>Floating Charge</i>) of the Debenture) as a result of Clause 1 5(a) (being Clause 3 5(a) of the Debenture), that Security shall (to the extent it would not breach the provisions of Clause 1 5(a) (being Clause 3 5(a) of the Debenture)) operate as an assignment or charge of all proceeds and/or receivables which the Chargor derives from or is entitled to in respect of the relevant asset(s) that have been so excluded from such Security</p> <p><b>2. FURTHER ASSURANCE</b></p> <p><b>2 1 General</b></p> <p>(a) The covenants 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 Clauses 2 1(b) and (c) (being Clauses 4 1(b) and (c) of the Debenture)</p> <p>(b) Subject to the Agreed Security Principles, the Chargor shall promptly (and at its own expense) 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))</p> <p>(1) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the</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 style="text-align: center;">Secured Debt Documents or by law, and/or</p> <p>(11) upon the reasonable request of the Security Agent, to confer on the Security Agent or confer on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(111) following the occurrence of an Acceleration Event, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture</p> <p>(c) Subject to the Agreed Security Principles, 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 or the Secured Parties by or pursuant to the Secured Debt Documents</p> <p><b>3. NEGATIVE PLEDGE</b></p> <p>The Chargor may not</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,</p> <p>except where to do so is not prohibited by any of the Secured Debt Documents or with the prior consent of the Security Agent</p> <p><b>4. COVENANT TO RELEASE</b></p> <p>The Security Agent shall, at the request and cost of the Chargor, take any action which may be necessary to release or re-assign the Charged Property from the Security constituted by the Debenture, as required by and in accordance with, the terms of the Intercreditor Agreement</p> <p><b>DEFINITIONS</b></p> <p>"Acceleration Event" means a Credit Facility Acceleration Event, a Senior Secured Notes Acceleration Event, a Pari Passu Debt Acceleration Event, a Second Lien Notes Acceleration Event or an Additional Second Lien Debt Acceleration Event</p> <p>"Accession Deed" means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) of the RCF Facility Agreement</p> <p>"Accounting Principles" means GAAP (as such term is defined in Schedule 16 (Incurrence covenants and Events of Default Schedule) of the RCF Facility</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>Agreement)</p> <p><b>"Accounts"</b> means the accounts of the Chargor set out in Schedule 6 (<i>Bank Accounts</i>) of the Debenture and in any Security Accession Deed by which the Chargor becomes a party to the Debenture and such other accounts as the Chargor may have from time to time and includes any replacement, substitute or additional account from time to time</p> <p><b>"Additional Borrower"</b> means a company which becomes an Additional Borrower in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the RCF Facility Agreement</p> <p><b>"Additional Guarantor"</b> means a company which becomes an Additional Guarantor in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the RCF Facility Agreement</p> <p><b>"Additional Liabilities"</b> means, in relation to any Liability, any money, debt or liability due, owing or incurred under or in connection with</p> <ul style="list-style-type: none"> <li>(a) any refinancing, novation, deferral, extension or increase of such Liability,</li> <li>(b) any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees and costs,</li> <li>(c) any claim for damages or restitution in the event of rescission of such Liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability,</li> <li>(d) any claim against any Debtor or Intra-Group Borrower flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise, and</li> <li>(e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings</li> </ul> <p><b>"Additional Second Lien Creditor"</b> means a lender or a creditor in respect of any Additional Second Lien Debt and each of their respective Additional Second Lien Debt Representatives</p> <p><b>"Additional Second Lien Debt"</b> means the Liabilities owed by the Debtors in respect of any loan, credit or guarantee facility, notes, indenture or security which are permitted under the terms of the Senior Secured Notes Documents, the Second Lien Notes Documents, the Credit Facility Documents, any existing <i>Pari Passu</i> Debt Documents and any existing Additional Second Lien Debt Documents or with the consent of the relevant Creditor Representatives under each such document (acting on the instructions of the requisite level of creditors under such documents) to share in the Transaction Security with the rights and obligations of Additional Second Lien Creditors as provided for in the Intercreditor Agreement, provided that the Additional Second Lien Creditors (or their Additional Second Lien Debt Representative) have acceded to the Intercreditor Agreement in accordance with Clause 20.4 (<i>New Additional Second Lien Creditors and Creditor Representatives</i>) of the Intercreditor Agreement (excluding, for the avoidance of doubt, Credit</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

Facility Lender Liabilities, Senior Secured Notes Liabilities, Second Lien Notes Liabilities and Pari Passu Liabilities)

**"Additional Second Lien Debt Acceleration Event"** means the Creditor Representative in relation to any Additional Second Lien Debt (or any of the other Additional Second Lien Creditors) exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under the Additional Second Lien Debt Documents

**"Additional Second Lien Debt Documents"** means each document or instrument entered into between any member of the Group and an Additional Second Lien Creditor setting out the terms of any loan, credit or guarantee facility, notes, indenture or security which creates or evidences any Additional Second Lien Debt

**"Additional Second Lien Debt Representative"** means each creditor representative for Additional Second Lien Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of such parties

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and provided that in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall include The Royal Bank of Scotland N V and each of its Subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006) but shall not include

(a) the UK government or any member of instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or

(b) any persons controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) which are not part of The Royal Bank of Scotland Group plc and its Subsidiaries or subsidiary undertakings (including The Royal Bank of Scotland N V and each of its Subsidiaries or subsidiary undertakings)

**"Agreed Security Principles"** means the principles set out in Schedule 12 (Agreed Security Principles) of the RCF Facility Agreement

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility

**"Ancillary Facility"** has the meaning given to it in the Intercreditor Agreement

**"Ancillary Lender"** has the meaning given to it in the Intercreditor Agreement

**"Arranger"** means Commerzbank AG, Lloyds TSB Bank plc and The Royal Bank of Scotland plc

**"Assigned Agreements"** means the Intra-Group Debt Documents and any other agreement designated as an Assigned Agreement by the Chargor and the Security Agent

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (Changes to the Obligors) of the RCF Facility Agreement

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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

**"Business Day"** has the meaning given to it in the RCF Facility Agreement

**"Charged Property"** means all the assets and undertakings of the Chargor which from time to time are subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the RCF Facility Agreement

**"Credit Facility"** means

- (a) on or prior to the RCF Discharge Date, the RCF Facility, and
- (b) after the RCF Discharge Date, any credit facility (or credit facilities) that meets the requirements of a "Credit Facility" under and as defined in the Senior Secured Notes Documents which is entitled, under the terms of the Senior Secured Notes Documents, the Second Lien Notes Documents, the Pari Passu Debt Documents, the Additional Second Lien Debt Documents and (if applicable) the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Credit Facility Lenders as provided for in the Intercreditor Agreement, and in respect of which the creditors, facility agent and arrangers have acceded to the Intercreditor Agreement in accordance with Clause 20.2 (*New Credit Facility Lenders and Creditor Representatives*) of the Intercreditor Agreement and which is permitted by the terms of the Senior Secured Notes Documents, the Pari Passu Debt Documents, the Second Lien Notes Documents and the Additional Second Lien Debt Documents to receive priority with respect to the receipt of proceeds of any Enforcement of the Transaction Security

**"Credit Facility Acceleration Event"** means

- (a) on or prior to the RCF Discharge Date, the RCF Agent exercising any of its rights under Clause 28.16 (*Acceleration*) of the RCF Facility Agreement (excluding placing amounts on demand but including making a demand on amounts placed on demand), and
- (b) after the RCF Discharge Date, (i) if applicable, the Creditor Representative in relation to any Credit Facility exercising any of its rights (excluding placing amounts on demand but including making a demand on amounts placed on demand) under any acceleration provision(s) of the Credit Facility Documents or (ii) any automatic cancellation and/or acceleration under a Credit Facility Document following a Credit Facility Default

**"Credit Facility Agent"**

- (a) on or prior to the RCF Discharge Date, means the RCF Agent, and
- (b) after the RCF Discharge Date, if applicable, means the person acting as agent of the relevant Credit Facility Lenders in the relevant Credit Facility Document

**"Credit Facility Default"** means a Credit Facility Event of Default or any event or circumstances which would (with the expiry of a grace period, the giving of notice, the making of any determination provided for in the relevant definition of

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>such Credit Facility Event of Default or any combination of the foregoing) be a Credit Facility Event of Default</p> <p><b>"Credit Facility Document"</b> means</p> <ul style="list-style-type: none"> <li>(a) on or prior to the RCF Discharge Date, each RCF Finance Document, and</li> <li>(b) after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Group and a Finance Party setting out the terms of any loan, credit or guarantee facility or securities which creates or evidences any Credit Facility</li> </ul> <p><b>"Credit Facility Event of Default"</b> means</p> <ul style="list-style-type: none"> <li>(a) on or prior to the RCF Discharge Date, an event of default under the RCF Facility Agreement, and</li> <li>(b) after the RCF Discharge Date, an event of default under the relevant Credit Facility Document</li> </ul> <p><b>"Credit Facility Lender Liabilities"</b> means the Liabilities owed by the Debtors to the Credit Facility Lenders under or in connection with the Credit Facility Documents (but excluding any Hedging Liabilities)</p> <p><b>"Credit Facility Lenders"</b> means</p> <ul style="list-style-type: none"> <li>(a) on or prior to the RCF Discharge Date, the RCF Lenders, and</li> <li>(b) after the RCF Discharge Date, each Lender (under and as defined in the Credit Facility Documents), Issuing Bank and Ancillary Lender</li> </ul> <p><b>"Creditors"</b> means the Primary Creditors and the Subordinated Creditors</p> <p><b>"Creditor Representative"</b> means</p> <ul style="list-style-type: none"> <li>(a) in relation to the RCF Lenders, the RCF Agent,</li> <li>(b) in relation to the Credit Facility Lenders under any Credit Facility (other than the RCF Facility), the Credit Facility Agent in respect of that Credit Facility,</li> <li>(c) in relation to the Senior Secured Noteholders, the Senior Secured Notes Trustee,</li> <li>(d) in relation to the Second Lien Noteholders, the Second Lien Notes Trustee,</li> <li>(e) in relation to any Pari Passu Creditors, the Pari Passu Debt Representative in respect of those Pari Passu Creditors,</li> <li>(f) in relation to any Additional Second Lien Creditor of any Additional Second Lien Debt, the Additional Second Lien Debt Representative in respect of those Additional Second Lien Creditors, and</li> <li>(g) in relation to any Hedge Counterparty, each Hedge Counterparty shall</li> </ul>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>be its own Creditor Representative</p> <p><b>"Creditor Representative Liabilities"</b> means all present and future liabilities and obligations, actual and contingent, owed by the Debtors to the Creditor Representatives (other than Creditor Representatives under paragraph (g) of the definition thereof) under or in connection with the Secured Debt Documents, together with any related Additional Liabilities For the avoidance of doubt, Creditor Representative Liabilities does not include any amount in respect of principal, interest thereunder, redemption, prepayment premium, premium or similar amounts</p> <p><b>"Creditor/Creditor Representative Accession Undertaking"</b> has the meaning given to it in the Intercreditor Agreement</p> <p><b>"Debtor"</b> means</p> <ul style="list-style-type: none"> <li>(a) each Original Debtor (which, for the avoidance of doubt, includes, without limitation, each Borrower and Guarantor under the RCF Facility Agreement from time to time (as those terms are defined therein)), and</li> <li>(b) any person is or which becomes a party as a Debtor in accordance with the terms of Clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</li> </ul> <p><b>"Debt Documents"</b> means each of the Credit Facility Documents, the Senior Secured Notes Documents, the Second Lien Notes Documents, the Pari Passu Debt Documents, the Additional Second Lien Debt Documents, the Hedging Agreements, the Transaction Security Documents, the Shareholder Debt Documents, the Intra-Group Debt Documents and any other document designated as such by the Security Agent and the Parent</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p><b>"Distressed Disposal"</b> has the meaning given to it in the Intercreditor Agreement</p> <p><b>"Enforcement"</b> means the enforcement of the Transaction Security, the requesting of a Distressed Disposal and/or the release of claims and/or Transaction Security on a Distressed Disposal under Clause 15 2 (<i>Distressed Disposals</i>) of the Intercreditor Agreement, the giving of instructions as to actions in respect of any Transaction Security following an Insolvency Event under Clause 11 7 (<i>Security Agent instructions</i>) of the Intercreditor Agreement and the taking of any other actions consequential on (or necessary to effect) the enforcement of the Transaction Security</p> <p><b>"Equipment"</b> means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto</p> <p><b>"Facility"</b> means the facility made available under the RCF Facility Agreement as described in paragraph (a) of Clause 2 1 (<i>The Facility</i>) of the RCF Facility Agreement</p> <p><b>"Fee Letter"</b> means</p> <ul style="list-style-type: none"> <li>(a) any letter or letters dated on or about the date of the RCF Facility</li> </ul>	



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>Agreement between the Arranger and the Parent (or the RCF Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (Fees) of the RCF Facility Agreement, and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2 2 (Increase), paragraph (e) of Clause 2 3 (Additional Increase), Clause 17 5 (Fees payable in respect of Letters of Credit) or Clause 17 6 (Interest, Commission and fees on Ancillary Facilities) of the RCF Facility Agreement or under any other Finance Document</p> <p><b>"Finance Document"</b> means the RCF Facility Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the RCF Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the RCF Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of</p> <p>(a) the definition of "Material Adverse Effect",</p> <p>(b) the definitions of "Transaction Document" and "Transaction Security Document",</p> <p>(c) paragraph 1 2(a)(iv) of Clause 1 2 (Construction) of the RCF Facility Agreement,</p> <p>(d) Clause 23 (Guarantee and indemnity) of the RCF Facility Agreement, and</p> <p>(e) Clause 28 (Events of Default) of the RCF Facility Agreement (other than Clause 28 12 (Repudiation and rescission of agreements) and Clause 28 16 (Acceleration) of the RCF Facility Agreement)</p> <p><b>"Finance Party"</b> means</p> <p>(a) on or prior to the RCF Discharge Date, any RCF Finance Party, and</p> <p>(b) after the RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents</p> <p><b>"Financial Indebtedness"</b> means any indebtedness for or in respect of (and without double counting)</p> <p>(a) moneys borrowed and debit balances at banks or other financial institutions,</p> <p>(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),</p> <p>(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (but not Trade Instruments),</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

- (d) the amount of any liability in respect of finance leases,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the Accounting Principles),
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account), provided that where the Treasury Transaction provides for netting arrangements, the net amount of payment obligations after such netting has occurred will be used for such purposes and provided further that for the purposes of Clause 28 5 (*Cross default*) of the RCF Facility Agreement only such net balance shall be taken into account,
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Restricted Group which liability would fall within one of the other paragraphs of this definition,
- (h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Termination Date,
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) the primary reason behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply to it,
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles, and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,

but excluding Financial Indebtedness owed by a Restricted Subsidiary to another Restricted Subsidiary

"Group" means the Parent and each of its Restricted Subsidiaries for the time being

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the RCF Facility Agreement

"Hedging Agreement" means a hedging agreement entered into in relation to floating interest rate exposures or non-Sterling currency exposures in respect of

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(a) a Credit Facility, Senior Secured Notes or Second Lien Notes, or</p> <p>(b) <i>Pari Passu Debt</i>, Additional Second Lien Debt or Financial Indebtedness ranking <i>pari passu</i> with any of them or any Financial Indebtedness referred to in paragraph (a), which Financial Indebtedness in each case is permitted to be incurred under the terms of the Credit Facility Documents, the Senior Secured Notes Indenture, the <i>Pari Passu Debt</i> Documents, the Second Lien Notes Indenture and the Additional Second Lien Debt Documents and permitted to be secured by the Transaction Security</p> <p><b>"Hedge Counterparty"</b> means any New Hedge Counterparty which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement</p> <p><b>"Hedging Liabilities"</b> means all present and future liabilities and obligations (actual or contingent and whether incurred solely or jointly) due, owing or incurred from time to time by any Debtor to any Hedge Counterparty under or in connection with any Hedging Agreement, together with any related Additional Liabilities</p> <p><b>"Holding Company"</b> means, in relation to a company or corporation, any other company, corporation, limited liability company or partnership in respect of which it is a Subsidiary</p> <p><b>"Insolvency Event"</b> has the meaning given to it in the Intercreditor Agreement</p> <p><b>"Insurance Policies"</b> means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 7 (<i>Insurance Policies</i>) of the Debenture or as specified in any relevant Security Accession Deed but excluding any third party liability or public liability policies of insurance and any directors and officers policies of insurance</p> <p><b>"Intellectual Property"</b> means 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 now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 5 (<i>Intellectual Property</i>) of the Debenture and as specified in any relevant Security Accession Deed</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement made between, amongst others, the Parent, the Senior Secured Notes Issuer, the Second Lien Notes Issuer, the RCF Agent, the Security Agent, the Senior Secured Notes Trustee, the Second Lien Notes Trustee and the Chargor, dated 25 January 2013</p> <p><b>"Intra-Group Borrowers"</b> means</p> <p>(a) each Original Intra-Group Borrower, and</p> <p>(b) each member of the Group which has had loans or credit or any other financial arrangements having similar effect made available to it by an Intra-Group Lender and which becomes a party as an Intra-Group</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

Lender in accordance with the terms of Clause 20 (*Changes to the Parties*) of the Intercreditor Agreement, which has not ceased to be an Intra-Group Borrower in accordance with the Intercreditor Agreement

**"Intra-Group Debt Documents"** means all documents, agreements and instruments evidencing any Intra-Group Liabilities

**"Intra-Group Lenders"** means

- (a) each Original Intra-Group Lender, and
- (b) each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 (*Changes to the Parties*) of the Intercreditor Agreement, which in each case has not ceased to be an Intra-Group Lender in accordance with the Intercreditor Agreement

**"Intra-Group Liabilities"** means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders (including but not limited to Financial Indebtedness and any dividends or other distributions in respect of share capital)

**"Investment"** means any stock, share, debenture, loan stock, securities, bonds, certificates of deposit, options, warrants, interest in any investment fund or investment scheme and any other comparable investment (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire the same), including but not limited to the investments, if any, specified in Schedule 4 (*Shares and Investments*) of the Debenture and as specified in any relevant Security Accession Deed (including, unless the context otherwise requires, the Shares), in each case whether owned directly by or to the order of the Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary, nominee or clearance system)

**"Issuing Bank"** has the meaning given to the term "Issuing Bank" in the relevant Credit Facility Documents

**"Legal Reservations"** has the meaning given to it in the RCF Facility Agreement

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 2 2 (*Increase*), Clause 2 3 (*Additional Increase*) or Clause 29 (*Changes to the Lenders*) of the RCF Facility Agreement,

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

**"Liabilities"** means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Group to any Creditor under the

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety with any other person or in any other capacity, together with any related Additional Liabilities</p> <p><b>"Material Adverse Effect"</b> means a material adverse effect on</p> <ul style="list-style-type: none"> <li>(a) the business, assets or financial condition of the Group (taken as a whole), or</li> <li>(b) the ability of the Obligors to perform their payment obligations under the Finance Documents, or</li> <li>(c) subject to the Legal Reservations and any Perfection Requirements, the validity or enforceability of any of the Finance Documents or any Security granted or purported to be granted pursuant to any of the Finance Documents, in any such case in a manner or to an extent which is materially adverse to the interests of the Lenders (taken as a whole) under the Finance Documents and, if capable of remedy is not remedied within 20 Business Days of the earlier of <ul style="list-style-type: none"> <li>(1) the Parent becoming aware of the issue, or</li> <li>(11) the giving of notice of the issue by the RCF Agent,</li> </ul> </li> </ul> <p>provided that such period shall run concurrently with any applicable grace period contained in Clause 28 (<i>Events of Default</i>) of the RCF Facility Agreement</p> <p><b>"New Hedge Counterparty"</b> means any person which becomes party as a New Hedge Counterparty pursuant to Clause 20 13 (<i>Creditor/Creditor Representative Accession Undertaking</i>) of the Intercreditor Agreement</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor</p> <p><b>"Original Borrowers"</b> means the subsidiaries of the Parent listed in Part 1 of Schedule 1 (<i>The Original Parties</i>) of the RCF Facility Agreement</p> <p><b>"Original Debtors"</b> means the companies listed in Part 4 of Schedule 1 (<i>The Parties</i>) of the Intercreditor Agreement</p> <p><b>"Original Guarantors"</b> means the Parent and the subsidiaries of the Parent listed in Part 1 of Schedule 1 (<i>The Original Parties</i>) of the RCF Facility Agreement</p> <p><b>"Original Intra-Group Borrowers"</b> means the companies listed in Part 2 of Schedule 1 (<i>The Parties</i>) of the Intercreditor Agreement</p> <p><b>"Original Intra-Group Lenders"</b> means the companies listed in Part 1 of Schedule 1 (<i>The Parties</i>) of the Intercreditor Agreement</p> <p><b>"Original Lenders"</b> means the financial institutions listed in Part 2 of Schedule 1 (<i>The Original Parties</i>) of the RCF Facility Agreement</p> <p><b>"Original Shareholder Creditors"</b> means the persons listed in Part 3 of Schedule 1 (<i>The Parties</i>) of the Intercreditor Agreement</p> <p><b>"Other Debts"</b> means all book and other debts and monetary claims (other than Trading Receivables) owing to the Chargor and any proceeds of such debts 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

claims

**"Parent"** means Voyage BidCo Limited, a private limited company incorporated under the laws of England and Wales with its registered office at Garrick House, 2 Queen Street, Lichfield, Staffordshire WS13 6QD and registered with company number 05752534

**"Pari Passu Creditors"** means the lenders or other creditors in respect of any Pari Passu Debt and each of their respective Pari Passu Debt Representative(s)

**"Pari Passu Debt"** means the Liabilities (excluding, for the avoidance of doubt, Super Senior Liabilities and Senior Secured Notes Liabilities) that are not subordinated in right of payment to any Super Senior Liabilities or Senior Secured Notes Liabilities and which are owed by the Debtors in respect of any loan, credit or guarantee facility, notes, indenture or security which are permitted under the terms of the Senior Secured Notes Documents, the Second Lien Notes Documents, the Credit Facility Documents, any existing Pari Passu Debt Documents and any existing Additional Second Lien Debt Documents, to share in the Transaction Security with the rights and obligations of Pari Passu Creditors as provided for in this Agreement, provided that the Pari Passu Creditors (or their Pari Passu Debt Representative) have acceded to the Intercreditor Agreement in accordance with Clause 20.3 (New Pari Passu Creditors and Creditor Representatives) of the Intercreditor Agreement

**"Pari Passu Debt Acceleration Event"** means a Creditor Representative in relation to any Pari Passu Debt (or any of the other Pari Passu Creditors) exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under the Pari Passu Debt Documents

**"Pari Passu Debt Documents"** means each document or instrument entered into between any members of the Group and a Pari Passu Creditor setting out the terms of any loan, credit or guarantee facility, notes, indenture or security which creates or evidences any Pari Passu Debt

**"Pari Passu Debt Representative"** means each creditor representative for Pari Passu Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of those parties

**"Pari Passu Liabilities"** means the Liabilities owed by the Debtors to the Pari Passu Creditors under the Pari Passu Debt Documents (but excluding any Hedging Liabilities)

**"Perfection Requirements"** means the making or procuring of appropriate registrations, filings, endorsements, stampings, intimation in accordance with local laws and/or notifications of the Transaction Security Documents and/or the Transaction Security created thereunder

**"Primary Creditors"** means the Super Senior Creditors, the Senior Secured Notes Creditors, the Second Lien Notes Creditors, the Additional Second Lien Creditors and the Pari Passu Creditors

**"Property"** means

(a) any freehold property, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 342 1043 374">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 445 1509 584">to time situated on, or forming part of, such freehold property, including, but not limited to the property, if any, specified in Schedule 2 (Properties) of the Debenture or as specified in any relevant Security Accession Deed</p> <p data-bbox="323 618 1142 645"><b>"Quasi-Security"</b> means a transaction in which the Chargor</p> <ul style="list-style-type: none"> <li data-bbox="421 678 1509 761">(a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Restricted Group,</li> <li data-bbox="421 795 1509 846">(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,</li> <li data-bbox="421 880 1509 963">(c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</li> <li data-bbox="421 996 1509 1048">(d) enters into any other preferential arrangement having a similar effect,</li> </ul> <p data-bbox="323 1081 1509 1162">in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in any Credit Facility) or of financing the acquisition of an asset</p> <p data-bbox="323 1196 858 1223"><b>"RCF Agent"</b> means Lloyds TSB Bank plc</p> <p data-bbox="323 1256 1509 1395"><b>"RCF Discharge Date"</b> means the date on which all RCF Liabilities have been fully and finally discharged to the satisfaction of the RCF Agent (acting reasonably), whether or not as the result of an enforcement, and the RCF Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the RCF Finance Documents</p> <p data-bbox="323 1429 1390 1456"><b>"RCF Facility"</b> means the Facility as defined in the RCF Facility Agreement</p> <p data-bbox="323 1489 1509 1628"><b>"RCF Facility Agreement"</b> means the revolving credit facility agreement comprising a £30,000,000 revolving credit facility (as may be increased pursuant to its terms) made between, amongst others, the RCF Agent, the Security Agent, the Original Lenders and the Chargor, originally dated 16 January 2013 as amended on 25 January 2013</p> <p data-bbox="323 1662 1509 1713"><b>"RCF Finance Document"</b> has the meaning given to the term "Finance Document" in the RCF Facility Agreement, but excluding the Hedging Agreements</p> <p data-bbox="323 1747 1509 1798"><b>"RCF Finance Parties"</b> means each "Finance Party" referred to in the RCF Facility Agreement, other than the Hedge Counterparties</p> <p data-bbox="323 1832 1401 1859"><b>"RCF Lenders"</b> means each "Lender" referred to in the RCF Facility Agreement</p> <p data-bbox="323 1892 1509 1944"><b>"RCF Liabilities"</b> means the Liabilities owed by the Debtors to the RCF Finance Parties under the RCF Finance Documents (but excluding any Hedging Liabilities)</p> <p data-bbox="323 1977 1509 2058"><b>"Receiver"</b> means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture</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

**"Related Rights"** means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise)

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the RCF Facility Agreement

**"Restricted Group"** means the Parent and each Restricted Subsidiary

**"Restricted Subsidiary"** has the meaning given to such term in any Secured Debt Document

**"Scottish Assets"** means such of the undertaking, property and assets, present and future of the Chargor

- (a) which is from time to time located in Scotland,
- (b) which is/are contractual and other rights (including without limitation incorporeal moveable property) which is/are governed by the laws of Scotland, and/or
- (c) where the creation and/or enforcement of any Security over such undertaking, property and assets is governed by the laws of Scotland

**"Second Lien Noteholders"** means the holders of the Second Lien Notes at any time pursuant to the terms of the Second Lien Notes Indenture

**"Second Lien Notes"** means the £50,000,000 of 11% second lien notes due 2019 issued by the Second Lien Notes Issuer pursuant to the terms of the Second Lien Notes Indenture and any additional notes issued from time to time under the Second Lien Notes Indenture

**"Second Lien Notes Acceleration Event"** means the Second Lien Notes Trustee or any of the Second Lien Noteholders exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked under the Second Lien Notes Indenture

**"Second Lien Notes Creditors"** means the Second Lien Noteholders and the Second Lien Notes Trustee

**"Second Lien Notes Documents"** means

- (a) the Second Lien Notes Indenture,
- (b) the Second Lien Notes,
- (c) the Intercreditor Agreement,
- (d) the Second Lien Notes Guarantees, and
- (e) the Transaction Security Documents

**"Second Lien Notes Guarantees"** means the "Guarantees" as defined in the Second



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Lien Notes Indenture</p> <p><b>"Second Lien Notes Indenture"</b> means the second lien notes indenture dated 25 January 2013 between, among others, the Second Lien Notes Issuer and the Second Lien Notes Trustee, as amended from time to time</p> <p><b>"Second Lien Notes Issuer"</b> means Voyage Care BondCo plc</p> <p><b>"Second Lien Notes Liabilities"</b> means the Liabilities owed by the Second Lien Notes Issuer and the Debtors to the Second Lien Notes Creditors under the Second Lien Notes Documents (but excluding any Hedging Liabilities)</p> <p><b>"Second Lien Notes Trustee"</b> means Deutsche Trustee Company Limited</p> <p><b>"Secured Debt Documents"</b> means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Notes Documents, the Second Lien Notes Documents, the Pari Passu Debt Documents and the Additional Second Lien Debt Documents</p> <p><b>"Secured Parties"</b> means the Super Senior Creditors, the Senior Secured Creditors, the Additional Second Lien Creditors, the Arrangers, the Security Agent and any Receiver or Delegate from time to time but, in the case of each Creditor Representative, Arranger, Super Senior Creditor, Hedge Counterparty, Additional Second Lien Creditor or Pari Passu Creditor, only if it is a party or has acceded to the Intercreditor Agreement</p> <p><b>"Security"</b> means a mortgage, standard security, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>"Security Accession Deed"</b> means a deed executed by a member of the Group substantially in the form set out in Schedule 9 (<i>Form of Security Accession Deed</i>) of the Debenture, with those amendments which the Security Agent may approve or reasonably require</p> <p><b>"Senior Secured Creditors"</b> means the Senior Secured Notes Creditors and the Pari Passu Creditors</p> <p><b>"Senior Secured Noteholders"</b> means the registered holders, from time to time, of the Senior Secured Notes, as determined in accordance with the Senior Secured Notes Indenture</p> <p><b>"Senior Secured Notes"</b> means the £222,000,000 of 6½% senior secured notes due 2018 issued by the Senior Secured Notes Issuer pursuant to the terms of the Senior Secured Notes Indenture and any additional notes issued from time to time under the Senior Secured Notes Indenture</p> <p><b>"Senior Secured Notes Acceleration Event"</b> means the Senior Secured Notes Trustee or any of the Senior Secured Noteholders exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked under the Senior Secured Notes Indenture</p> <p><b>"Senior Secured Notes Creditors"</b> means the Senior Secured Noteholders and the Senior Secured Notes Trustee</p> <p><b>"Senior Secured Notes Documents"</b> means</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

- (a) the Senior Secured Notes Indenture,
- (b) the Senior Secured Notes,
- (c) the Intercreditor Agreement,
- (d) the Senior Secured Notes Guarantees, and
- (e) the Transaction Security Documents

**"Senior Secured Notes Guarantees"** means each "Guarantee" as defined in the Senior Secured Notes Indenture

**"Senior Secured Notes Indenture"** means the senior secured note indenture dated 25 January 2013 between, among others, the Senior Secured Notes Issuer and the Senior Secured Notes Trustee, as amended from time to time

**"Senior Secured Notes Issuer"** means Voyage Care BondCo plc

**"Senior Secured Notes Liabilities"** means the Liabilities owed by the Senior Secured Notes Issuer and the Debtors to the Senior Secured Notes Creditors under the Senior Secured Notes Documents (but excluding any Hedging Liabilities)

**"Senior Secured Notes Trustee"** means Deutsche Trustee Company Limited

**"Shareholder Creditors"** means,

- (a) any Original Shareholder Creditor, and
- (b) any direct or indirect shareholder of the Parent (and their respective transferees and successors) which has made a loan or financial accommodation to the Parent or another member of the Group, which is not prohibited under the terms of the Credit Facility Documents, the Senior Secured Notes Documents, the Pari Passu Debt Documents, the Second Lien Notes Documents and the Additional Second Lien Debt Documents and which accedes to this agreement by executing a Creditor/Creditor Representative Accession Undertaking in accordance with the Intercreditor Agreement,

which in each case has not ceased to be a Shareholder Creditor in accordance with the Intercreditor Agreement

**"Shares"** means all shares owned by the Chargor in its Subsidiaries incorporated in England and Wales including but not limited to the shares, if any, specified in Schedule 4 (*Shares and Investments*) of the Debenture or as specified in any relevant Security Accession Deed

**"Shareholder Debt Documents"** has the meaning given to it in the Intercreditor Agreement

**"Subordinated Creditors"** means the Shareholder Creditors and the Intra-Group Lenders

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

**"Super Senior Creditors"** means the Credit Facility Lenders, the Hedge

# 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>Counterparties and their respective Creditor Representatives</p> <p>"<b>Super Senior Liabilities</b>" means the Credit Facility Lender Liabilities, the Creditor Representative Liabilities owed to the Credit Facility Agent and the Hedging Liabilities</p> <p>"<b>Termination Date</b>" means 1 February 2018</p> <p>"<b>Trade Instruments</b>" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Restricted Group arising in the ordinary course of trading of that member of the Restricted Group</p> <p>"<b>Trading Receivables</b>" means all book and other debts arising in the ordinary course of trading</p> <p>"<b>Transaction Security</b>" means the Security created or expressed to be created in favour of the Security Agent under or pursuant to the Transaction Security Documents</p> <p>"<b>Transaction Security Documents</b>" means</p> <ul style="list-style-type: none"> <li>(a) each "Transaction Security Document" as defined in the RCF Facility Agreement or, after the RCF Discharge Date, a Credit Facility Document,</li> <li>(b) any other document entered into at any time by any of the Debtors creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations, and</li> <li>(c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above,</li> </ul> <p>which in each case, to the extent legally possible</p> <ul style="list-style-type: none"> <li>(1) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities, or</li> <li>(11) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of <ul style="list-style-type: none"> <li>(A) all the Secured Parties in respect of their Liabilities, and/or</li> <li>(B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties</li> </ul> </li> </ul> <p>"<b>Treasury Transactions</b>" means any derivative transaction (including, for the avoidance of doubt, a foreign exchange transaction) entered into in connection with protection against or benefit from fluctuation in any rate or price</p> <p>"<b>Utilisation Request</b>" means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (Requests) of the RCF Facility Agreement</p>	



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

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

**COMPANY NO. 3013345  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JANUARY  
2013 AND CREATED BY LIFE LINKS LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER  
OF THE GROUP TO ANY CREDITOR 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 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 FEBRUARY  
2013

P



**Companies House**



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