

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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 re-
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

TUESDAY



PC4

"PQ8M4GLE"

12/01/2010

1201

COMPANIES HOUSE

www.companieshouse.gov.uk

1 Company details

Company number 3 3 3 6 1 3 4

Company name in full Redstone PLC ("Assignor")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 08 01 2010

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 Insurance Assignment of Key-man policies ("Deed")

4 Amount secured

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

Amount secured

£10

All present and future obligations and liabilities (whether actual of
contingent and whether owed jointly or severally or alone or in any other
capacity whatsoever) of each present or future member of the Group to the
Lender under or pursuant to any Finance Document (including all monies
covenanted to be paid under the Deed) ("Secured Obligations").

(Definitions included in continuation page attached)

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

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

Name ☒ Barclays Bank Plc (1026167) ("Lender")

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

Nature of security

All Security and dispositions created or made by or pursuant to the Deed are or made:

(a) in favour of the Lender;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Obligations.

Security assignment

The Assignor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest, in and to:

(a) the Key-man Policies identified in schedule attached to this MG01 (Details of Key-man Policies) and all other present or future Key-man Policies; together with

(b) (1) all rights and remedies in connection with, and the full benefit of, the Key-man Policies (including the right to give an effective discharge for the monies assured or otherwise payable under them) and (2) all monies (including bonuses), proceeds and claims arising from any Key-man Policy ("Assigned Assets").

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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 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).

9 Signature

Please sign the form here.

Signature

Signature

X DLA Piper UK LLP

12.1.10

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 Robert Chidley

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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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Amount secured

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

Amount secured

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender.

"Event of Default" means any event or circumstance specified as such in clause 26 (Events of Default) of the Facilities Agreement.

"Facilities Agreement" means the facilities agreement dated 5 August 2008 (as amended and restated on 24 February 2009 as further amended on 22 June 2009, 30 June 2009, 31 July 2009, 14 August 2009, 19 August 2009 and 28 August 2009 and as further amended and restated on 17 September 2009 and as may be further amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time) and made between (1) the Assignor, (2) the companies listed in part 1 of schedule 1 to it as Original Borrowers, and (3) the Lender, pursuant to which the Lender has agreed to make certain facilities available to the Assignor (amongst others).

"Finance Document" has the same meaning as in the Facilities Agreement.

"Group" means the Assignor and each of its respective Subsidiaries for the time being.

"Key-man Policy" means:

(a) each policy of insurance particulars of which are set out in schedule 1 (*Details of Key-man Policies*) below as amended, supplemented or novated in any way from time to time; and

(b) each policy issued at any time in replacement or substitution of any policy referred to in paragraph (i) of this definition.

"Permitted Security" has the same meaning as in the Facilities Agreement.

"Quasi-Security" has the meaning given to that term in clause 25.13 (Negative Pledge) of the Facilities Agreement.

"Security" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

"Subsidiary" means a subsidiary as defined in section 1159 of the Companies Act 2006.

Schedule 1 Details of Key - man Policies

Insurer:	Aegon UK plc
Life assured:	Peter John Hallett
Policy number:	L0194505733
Sum assured:	£250,000
Term:	3 years
Commencement date:	21 December 2009

Insurer:	Aegon UK plc
Life assured:	Stephen Yapp
Policy number:	L0193505733
Sum assured:	£500,000
Term:	3 years
Commencement date:	21 December 2009

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

NEGATIVE PLEDGE

The Assignor shall not do or agree to do any of the following without the prior written consent of the Lender:
(a) create or permit to subsist any Security or Quasi-Security on any Assigned Asset other than a Permitted Security as permitted by the Facilities Agreement; or
(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Assigned Asset other than as expressly permitted pursuant to the Facilities Agreement.

The Assignor shall not without the prior written consent of the Lender permit, make or agree to any material amendment of any Key-man Policy or cancel any Key-man Policy or permit or agree to any material waiver of any Key-man Policy.

The Assignor shall not do, cause or permit to be done anything which may in any way prevent the Lender or any person claiming title through any of them from receiving any monies payable under the Key-man Policies or otherwise depreciate, jeopardise or prejudice the value or validity of any Key-man Policy (or make any omission which has such an effect).

FURTHER ASSURANCES

The Assignor shall, at its own expense, immediately do all acts and execute all documents as the Lender may reasonably specify (and in such form as the Lender may reasonably require) for:

- (a) creating, perfecting or protecting the Security over the Assigned Assets intended to be created by the Deed;
- (b) facilitating the realisation of any Assigned Asset; or
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Delegate in respect of any Assigned Asset or provided by or pursuant to the Finance Documents or by law.

This includes:

- (i) the re-execution of the Deed; or
- (ii) the execution of any legal mortgage, charge, transfer, assignment, assignation or assurance of any Assigned Asset (including any new or replacement Key-man Policy), whether to the Lender or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Lender may reasonably think expedient.

POWER OF ATTORNEY

The Assignor, by way of security, irrevocably appointed the Lender and any Delegate to be its attorney to take any action which the Assignor is obliged to take under the Deed, including under clause 14 (*Further assurances*) and, if no Event of Default is continuing, which the Assignor has failed to take. The Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under the Deed.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3336134
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT OF
KEY-MAN POLICIES DATED 8 JANUARY 2010 AND CREATED
BY REDSTONE PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE GROUP TO BARCLAYS BANK PLC 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 12 JANUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY
2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES