

MG01

Particulars of a mortgage or charge



**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **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

WEDNESDAY



"L1KPY634"

L08

31/10/2012

#355

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 3 4 3 3 1 8 1	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Classboss Limited (the "Mortgagor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d2 d6 m1 m0 y2 y0 y1 y2	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Share mortgage made between (1) the Mortgagor and (2) Lloyds TSB Bank plc (the "Bank") dated 26 October 2012 (the "Mortgage")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	The Borrowers' Liabilities; and all other money and liabilities due, owing or incurred under the Mortgage (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in Clauses 3, 9, 10, and 27 of the Mortgage) (the "Secured Obligations").  For capitalised terms used but not otherwise defined in this Form MG01, please see the continuation pages to this Form MG01	<b>Continuation page</b> Please use a continuation page if you need to enter more details

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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><b>"Act"</b> means the Law of Property Act 1925,</p> <p><b>"Borrowers"</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>"Borrowers' Liabilities"</b> means</p> <p>(a) all money and liabilities whether actual or contingent which now are or at any time hereafter may be due, owing or incurred from or by the Borrowers to the Bank under the Finance Documents including in the case of the administration, liquidation or dissolution of a Borrower all sums (whether actual or contingent) which would at any time have been owing to the Bank by that Borrower if such dissolution had occurred or such administration or liquidation had commenced on the date of discontinuance and notwithstanding such administration, liquidation or dissolution, and</p> <p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Borrowers or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of one percentage point per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of one percentage point per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and</p> <p>(c) commission and other charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by the Borrowers or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due,</p> <p><b>"Facilities Agreement"</b> means the loan facility agreement dated on or about the date of the Mortgage and made between, inter alios, the Bank and the Borrowers as it may be varied, amended, restated, supplemented or replaced from time to time,</p> <p><b>"Finance Documents"</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>"Mortgaged Securities"</b> means</p> <p>(a) all VHL Securities owned from time to time by the Mortgagor, and</p> <p>(b) the benefit of all arrangements, agreements, undertakings and accounts under which any person holds any VHL Securities on behalf of or on trust for the Mortgagor, or has an obligation to deliver or transfer any VHL Securities to the Mortgagor or to the order of the</p>	

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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>Mortgagor, and</p> <p>(c) all the rights and interests of the Mortgagor in any of the VHL Securities and all allotments, offers, dividends and other distributions, interest, rights, benefits and advantages arising at any time in relation to any VHL Securities (including all Securities (and the dividends and other distributions or interest thereon), rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, consolidation, sub-division or otherwise to or in respect of such VHL Securities),</p> <p><b>"Securities"</b> means all stocks, shares, certificates of deposit, bills of exchange, depository receipts, bonds, loan capital, debentures, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise),</p> <p><b>"Value Added Tax"</b> means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature,</p> <p><b>"VHL Securities"</b> means all Securities relating to Virgin Holdings Limited (a company registered in England and Wales under number 03609453)</p> <p>All of the provisions of Clause 1 (<i>Definitions and Interpretation</i>) of the Mortgage shall apply to this Form MG01 as though they were set out in full, except that references to <b>"this Mortgage"</b> therein are to be construed as references to the Mortgage or this Form MG01 as the case may be</p>

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## Particulars of a mortgage or charge

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

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

**Continuation page**

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

**Continuation page**

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

Short particulars

**1) Mortgage**

1 1) The Mortgagor with full title guarantee hereby mortgages by way of fixed security the Mortgaged Securities as a continuing security for the payment to the Bank of the Secured Obligations

1 2) The security hereby constituted shall extend to all beneficial interests of the Mortgagor in the Mortgaged Securities and to any proceeds of sale or other realisation thereof or of any part thereof

(For further details please see the following continuation page to this Form MG01)

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b><u>NOTES:</u></b></p> <p>The mortgage contains the following provisions</p> <p><b>2. Restrictions</b></p> <p>2 1) The Mortgagor shall not without the prior written consent of the Bank</p> <p>2 1 1) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with any of the Mortgaged Securities,</p> <p>2 1 2) compound, release, exchange, set-off, discount, factor, or grant time or indulgence in respect of, any debt relating to any of the Mortgaged Securities or any part of the proceeds of any of the Mortgaged Securities or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented,</p> <p>2 1 3) allow any other person to become registered as the holder of any of the Mortgaged Securities,</p> <p>2 1 4) mortgage, charge or give any security of any kind to a third party over any of the Mortgaged Securities nor allow any such mortgage, charge or security to exist,</p> <p>2 1 5) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by Clause 2 1 4 above, or</p> <p>2 1 6) give to any person any option or any other right in relation to any of the Mortgaged Securities</p> <p>2 2) Any such consent or consents shall not be deemed to be a waiver of the Mortgage as regards the balance of the Mortgaged Securities following such transfer or other disposition or following the creation of any such security interest.</p>	

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## Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount

NIL

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### Delivery of instrument

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

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

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### Signature

Please sign the form here

Signature

Signature

X CMS Cameron McKern LLP X

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

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## Particulars of a mortgage or charge

### Presenter information

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

Contact name JAPZ/THGU 110129.00012

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000

### 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)



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

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

**COMPANY NO. 3433181  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE MORTGAGE DATED 26  
OCTOBER 2012 AND CREATED BY CLASSBOSS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
BORROWERS TO LLOYDS TSB 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 31 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 NOVEMBER  
2012



**Companies House**



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