

180626/195  
**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 register  
particulars of a charge for a  
company. To do this, please  
form MG01s.

For further information, please  
refer to our guidance at



\*AUBGLFXS\*

A12

19/12/2009

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COMPANIES HOUSE

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**1 Company details**

Company number 3 7 8 0 5 9 5

Company name in full BOOKMARQUE LIMITED (the "Company")

**2 Date of creation of charge**

Date of creation d1 d0 m1 m2 y2 y0 y0 y9

**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 CONFIRMATORY GUARANTEE AND DEBENTURE dated 10 December 2009 between the Charging  
Companies and the Security Agent (the "Debenture")

**4 Amount secured**

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

Amount secured All money and liabilities due, owing or incurred to any Secured  
Party by any Charging Company or any other Obligor under the  
Senior Facilities Agreement and any other Finance Document as at  
10 December 2009 or in the future, in any manner whether actual  
or contingent, whether incurred solely or jointly with any other  
person and whether as principal or surety, together with all  
interest accruing thereon and including all liabilities in connection  
with any notes, bills or other instruments accepted by any Secured  
Party for or at the request of an Obligor and all losses incurred by  
any Secured Party in connection therewith except for any money  
or liability which, if it were so included, would cause the  
infringement of sections 677 - 683 of the Companies Act 2006 (the  
"Indebtedness").

Continued on continuation sheet.

**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 THE ROYAL BANK OF SCOTLAND PLC, PARIS BRANCH, 94 Boulevard

Address Haussmann, 75008 Paris, France, as Security Agent and any of its

successors acting as agent for the Secured Parties (the "Security Agent")

Postcode

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. CHARGING CLAUSE****1.1 Fixed Charges**

Subject to clauses 3.6 (Leases Restricting Charging), 3.7 (Intellectual Property Rights Restricting Charging) and 3.8 (Assigned Agreements Restricting Charging) of the Debenture the Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 10 December 2009 or in the future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

(b) by way of first equitable mortgage all the Subsidiary Shares and Investments and all corresponding Distribution Rights;

(c) by way of first fixed charge:

(i) all other interests (not charged under clause 3.1(a) of the Debenture, as set out in clause 1.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;

(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;

Continued on continuation sheet.

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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

N/A

**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  X

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

CHFP025

10/09 Version 2.0

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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 RYS/SGRIFF/R546.00986/2079357(Paris)

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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](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	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>NOTE.</p> <p>In this form:</p> <p>"Assigned Agreements" means the Acquisition Documents and the Hedging Agreements (as both such terms are defined in the Senior Facilities Agreement), the Mackays Acquisition Agreement, the Antony Rowe Acquisition Agreement, the Material Contracts and the Insurances (as all such terms are defined in the Debenture) and any other agreements designated as Assigned Agreements by UK Newco and the Security Agent;</p> <p>"Bath Press" means Bath Press Limited (CRN: 379527);</p> <p>"Bath Press Ringfencing Termination Date" means 31 December 2010;</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading;</p> <p>"Cash Collateral Account" means the Cash Collateral Accounts as such term is defined in the Senior Facilities Agreement;</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;</p> <p>"Charging Companies" means each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each other company which grants security over its assets in favour of the Security Agent, in each case, by executing a Security Accession Deed;</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares, property and other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);</p> <p>"Event of Default" means any event specified in clause 20.1 (List of Events) of the Senior Facilities Agreement;</p> <p>"Facility Agent" means The Royal Bank of Scotland plc, Paris Branch;</p> <p>"Finance Documents" means the Senior Facilities Agreement, each Security Document, the Intercreditor Agreement, each Hedging Agreement, each Accession Document, each Ancillary Document, each Transfer Certificate (but only to the extent it creates obligations for an Obligor), each Fees Letter, each TEG Letter (all such terms are defined in the Senior Facilities Agreement) and any other document designated as a Finance Document by Topco and the Facility Agent;</p> <p>"Finance Parties" means each Agent, each Lender, each Ancillary Lender and each Hedging Lender (all such terms are defined in the Senior Facilities Agreement);</p> <p>"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture, as set out in clause 1.2 herein;</p> <p>Continued on continuation sheet.</p>	

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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>"Group" means Topco and its Subsidiaries from time to time (and, for the avoidance of doubt, excluding Bath Press until the Bath Press Ringfencing Termination Date);</p> <p>"Group Company" means a member of the Group;</p> <p>"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and/or service mark applications, all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);</p> <p>"Nominated Accounts" means Nominated Accounts as such term is defined in clause 8.4(a) of the Debenture;</p> <p>"Obligors" means each Borrower and each Guarantor (as both such terms are defined in the Senior Facilities Agreement);</p> <p>"Payment Default" means an Event of Default arising under clause 20.1(a) (Payment Default) of the Senior Facilities Agreement;</p> <p>"Secured Parties" means the Senior Finance Parties;</p> <p>"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 8 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 26 August 2005 as amended and restated on 30 September 2005, 29 May 2007, 7 January 2008 and 10 December 2009 between among others (1) Topco (2) Cameron France Investissement S.A.S. (3) the Lenders named therein and (4) The Royal Bank of Scotland plc, Paris Branch, as Facility Agent and Security Agent;</p> <p>"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, right of set-off, assignment by way of security, delegation ("délégation"), reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security;</p> <p>"Senior Finance Parties" means the Finance Parties;</p> <p>"Subsidiary" means an entity of which a company has from time to time direct or indirect control (as defined in article L.233-3 I and II of the French Commercial Code), provided that until (and including) the Bath Press Ringfencing Termination Date Bath Press shall not be included as a Subsidiary of Topco except where it is otherwise specifically stated in the Senior Facilities Agreement;</p> <p>Continued on continuation sheet.</p>

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### Particulars of a mortgage or charge

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#### Amount secured

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

Amount secured

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries from time to time (including those listed in schedule 3 of the Debenture, as set out in schedule 3 hereto);

"Topco" means Cameron France Holding S.A.S. a French société par actions simplifiée having its registered office at 98-102 rue de Paris, 92100 Boulogne Billancourt, with registered number 482 948 197 RCS Nanterre ; and

"UK Newco" means CPI Books Ltd (CRN: 05567817).

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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>(v) subject to clause 8.4(b) (Collection of Book Debts and Other Debts) of the Debenture all monies standing to the credit of its accounts (including the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution or other person and all rights related to those accounts;</p> <p>(vi) all its Intellectual Property Rights;</p> <p>(vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;</p> <p>(viii) its goodwill and uncalled capital; and</p> <p>(ix) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Agreements.</p> <p><b>1.2 Floating Charge</b></p> <p>As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 10 December 2009 and in future not effectively charged by way of first fixed charge or first equitable mortgage under clause 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below.</p> <p><b>1.3 Security Assignment</b></p> <p>(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).</p> <p>(b) Until the occurrence of a Payment Default, but subject to clause 8.8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.</p> <p><b>1.4 Conversion of Floating Charge</b></p> <p>If:</p> <p>(a) a Payment Default has occurred; or</p> <p>(b) the Security Agent (acting reasonably) is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is likely to be seized or otherwise be in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires but on terms no more onerous than the terms of the Debenture.</p> <p>Continued on continuation sheet.</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>1.5 Automatic Conversion of Floating Charge</b></p> <p>If the Company creates (or purports to create) any Security Interest (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.</p> <p><b>2. FURTHER ASSURANCE</b></p> <p><b>2.1 General</b></p> <p>(a) The Company will, at its own expense, promptly following request by the Security Agent (acting reasonably), execute such deeds and other agreements and otherwise take whatever action the Security Agent may require:</p> <p>(i) to perfect and/or protect the security created (or intended to be created) by the Debenture;</p> <p>(ii) without prejudice to clause 3 (Charging Clause) of the Debenture, as set out in clause 1 above, to facilitate the realisation or enforcement of such security;</p> <p>(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture; and/or</p> <p>(iv) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture,</p> <p>including (subject to the terms of the Debenture) the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.</p> <p>(b) Any security document required to be executed by the Company under clause 5.1 of the Debenture as set out in this clause 2.1, will contain clauses corresponding to the provisions set out in the Debenture.</p> <p><b>3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</b></p> <p>The Company may not:</p> <p>(a) create or agree to create or permit to subsist any Security Interest 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 (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) 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 as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.</p> <p>Continued on continuation sheet.</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

#### SCHEDULES

##### SCHEDULE 1

##### Charging Companies

##### Name

##### Registered Number

CPI Books Ltd (formerly known as Cameron CPI UK Limited)	5567817
Earmon Limited	5338235
Antony Rowe Group Limited	4340733
Liberfabrica Limited	2939031
CPI Group (UK) Limited	2859682
Cox & Wyman Limited	3705748
Mackays of Chatham Limited	2196742
Fulmar Group Limited	1031732
Fulmar Colour Printing Company Limited	2262115
The White Quill Press Limited	612364
Bookmarque Limited	3780595
Quadracolor Limited	1384012
Orion Print Finishers Limited	2373451
Osier Graphics Limited	1952809
Tempore UK Holdings Ltd.	06068398

##### SCHEDULE 2

##### Details of Properties

None as at 10 December 2009

##### SCHEDULE 3

##### Subsidiary Shares

None as at 10 December 2009



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

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

**COMPANY NO. 3780595  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CONFIRMATORY GUARANTEE &  
DEBENTURE DATED 10 DECEMBER 2009 AND CREATED BY  
BOOKMARQUE LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY  
OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 19 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2010

04  
J.S.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES