

MG01

Particulars of a mortgage or charge

025849/13.

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 particulars of a charge for a company To do this, please form MG01s

WEDNESDAY



L164G31S

LD7

04/04/2012

#79

COMPANIES HOUSE

1

Company details

Company number

0 4 0 3 9 5 6 2

Company name in full

Georgica Limited (the "Chargor")

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

d 2 d 3 m 0 m 3 y 2 y 0 y 1 y 2

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 dated 23 March 2012 between, amongst others, the Chargor and The Royal Bank of Scotland plc as Security Trustee (the "Debenture")

4

Amount secured

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

Amount secured

The "Secured Obligations" as defined in Clause 1.1 (*Definitions*) of the Debenture to mean all obligations or liabilities of the Chargor of any kind, whether they are to pay money or to perform (or not to perform) any other act, express or implied, present future or contingent, joint or several, incurred as a principal or surety or in any other manner, or originally owing to the person claiming performance or acquired by that person from someone else from time to time incurred under or in connection with the Senior Finance Documents when they become due for payment

For all other definitions, please see Part 2 of the attached continuation pages

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

Name The Royal Bank of Scotland plc (the "Security Trustee")

Address Global Restructuring Group,
5 - 10 Great Tower Street, London

Postcode E C 3 P 5 D J

Name

Address

Postcode

Continuation page

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

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

Please see Part 1 (*Short Particulars of all the property mortgaged or charged*) of the attached continuation pages which is to be read in conjunction with Part 2 (*Definitions*) of the attached continuation pages

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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 <ul style="list-style-type: none"> - 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	None	
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 <div style="border: 1px solid black; padding: 5px;"> Signature <div style="display: flex; justify-content: space-between; align-items: center;"> X Lawrence Graham LLP X </div> </div> 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
AZV R2183/6

Company name
Lawrence Graham LLP

Address
4 More London Riverside

Post town
London

County/Region

Postcode
S E 1 2 A U

Country
United Kingdom

DX
132076 London Bridge 4

Telephone
02073790000



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.



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 or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part 1 - Short Particulars of all property mortgaged or charged

Charges

1 1 The Chargor charged, by way of first legal mortgage all Land now owned by it, and in any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of any Disposal and of insurances)

1 2 The Chargor charged, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in

(a) Land,

(b) Equipment,

(c) Investments,

(d) Key Contracts,

(e) Key Accounts,

(f) Intellectual Property,

(g) Debts, and

(h) goodwill and uncalled capital,

and any Rights accruing to, derived from or connected with them (including insurances and proceeds of any Disposal and of insurances)

1 3 The Chargor charged, by way of first floating charge, its undertaking and all its present and future assets other than those effectively charged under clause 3 3 of the Debenture (paragraph 1 2 of these continuation pages) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed

1 4 If or to the extent that for any reason the assignment or charging of any Security Interest is prohibited, the Chargor holds it on trust for the Security Trustee

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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>2 Further Assurance</p> <p>2 1 The Chargor will, at its own expense or at the expense of Essenden, create all such Security Interests, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Security Trustee may require from time to time in order, including, among others things, to</p> <p>(a) ensure that it has an effective first-ranking fixed charge, or a first ranking charge by way of legal mortgage over the Fixed Charge Assets, subject only to the Existing Security Interests and such other Permitted Security Interests as the Security Trustee has agreed should rank in priority, and</p> <p>(b) ensure that it has an effective first-ranking floating charge over the Floating Charge Assets, subject only to the Existing Security Interests and such other Permitted Security Interests as the Security Trustee has agreed should rank in priority</p> <p>3. Restrictions</p> <p>3 1 The Chargor will ensure that the restrictions contained in clause 5 of the Debenture (this paragraph 3 of Part 1 of these continuation pages) are complied with unless the Security Trustee agrees to the contrary</p> <p>3 2 No Security Interest will exist over, or in relation to, any Charged Asset other than Permitted Security Interests</p> <p>3 3 There will be no Disposal of any Charged Asset except as permitted by clause 21 6 (<i>Disposals</i>) of the Group Facilities Agreement</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

Part 2 - Definitions

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties

"Cash Collateral Account" means an interest bearing blocked deposit account in the name of the Chargor opened, or to be opened, with the Security Trustee or (where relevant) any other Finance Party (as the relevant provision of any Finance Document so provides) pursuant to or otherwise in connection with any Finance Document on terms that it (and amounts credited to it) is subject to a Security Interest in favour of the Security Trustee (or such other Finance Party) as the Security Trustee determines to be appropriate

"Charged Assets" means the Fixed Charge Assets, the Floating Charge Assets and the assets which are from time to time the subject of clause 3 of the Debenture (as replicated in paragraph 1 of Part 1 of these continuation sheets)

"Debt" means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including security constituted by the Debenture) connected with it

"Default" means an Event of Default or any event or circumstance specified in clause 22 (*Events of Default*) of the Group Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"Disposal" means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of security constituted by the Debenture

"Eighth Amendment Debenture" means the composite debenture entered into by Georgica Limited (no 04039562) and certain of its Subsidiaries including the Chargor in favour of The Royal Bank of Scotland plc dated 22 October 2007

"Enforcement Time", in relation to the Chargor, means any time on or after the date of the first notice served by the Agent pursuant to clause 22 19 (*Acceleration*) of the Group Facilities Agreement

"Essenden" means Essenden Public Limited Company (no 06838368)

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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>"Essenden Debenture" means the debenture entered into by Essenden in favour of The Royal Bank of Scotland plc dated 22 May 2009</p> <p>"Essenden Second Debenture" means the composite debenture entered into by each Original Chargor in favour of The Royal Bank of Scotland plc on 18 December 2009</p> <p>"Equipment" means all plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading, and all warranties and other Rights relating to them</p> <p>"Event of Default" means any event or circumstance specified as such in clause 22 (<i>Events of Default</i>) of the Group Facilities Agreement</p> <p>"Existing Security Interests" means the Security Interests granted pursuant to the Group Debenture, the Eighth Amendment Debenture, the Tenth Amendment Debenture, the Essenden Debenture and the Essenden Second Debenture</p> <p>"Finance Parties" means the Security Trustee and any other person defined as such in the Group Facilities Agreement</p> <p>"Finance Party Security" means the Security Interests created by the Debenture and any other existing or future Security Interests granted by the Chargor to the Security Trustee to secure the payment and discharge of the Secured Obligations</p> <p>"Finance Party Security Document" means a document creating or evidencing Finance Party Security</p> <p>"Financial Collateral" has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003</p> <p>"Fixed Charge Assets" means those assets which are from time to time the subject of clauses 3 2, 3 3 and 3 5 of the Debenture (replicated as appropriate in paragraphs 1 1 and 1 2 of Part 1 above)</p> <p>"Floating Charge Assets" means those assets which are from time to time the subject of clause 3 4 of the Debenture (replicated in paragraph 1 3 of Part 1 above)</p> <p>"Group" means Essenden and its Subsidiaries (including the Chargor) for the time being</p> <p>"Group Debenture" means the composite debenture entered into by Georgica Limited (no 04039562) and certain of its Subsidiaries including the Chargor in favour of The Royal Bank of Scotland plc dated 4 May 2005 as supplemented by supplemental deeds dated 29 June 2005, 31 January 2007, 8 February 2007, 16 February 2007 and 16 March 2007.</p>	

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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	<p>"Group Facilities Agreement" means the £127,000,000 facilities agreement dated 4 May 2005 as amended and restated by a supplemental agreement dated 28 July 2005, and as amended by subsequent supplemental agreements dated 20 June 2006, 29 September 2006, 8 February 2007 and 13 February 2007, and as amended and restated by supplemental agreements dated 9 March 2007, 27 July 2007, and as novated and amended and restated by a supplemental agreement dated 22 October 2007, and as amended by a supplemental agreement dated 19 December 2007, and as amended and restated by supplemental agreements dated 11 April 2008, 8 December 2008 and 7 March 2009, and as amended by a subsequent supplemental agreement dated 14 April 2009, and as amended and restated by a supplemental agreement dated 4 September 2009, and as novated and amended and restated by a supplemental agreement dated 17 December 2009, and as varied and amended by a variation and amendment letter dated 2 August 2011, and as amended and restated on or about the date of the Debenture (the "Sixteenth Supplemental Agreement") between, amongst others, each Original Chargor, The Royal Bank of Scotland plc as agent, arranger and Security Trustee and the Finance Parties defined therein</p> <p>"Intellectual Property" means all copyright (including rights in computer software), patents, trademarks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading</p> <p>"Intercreditor Agreement" means the senior intercreditor agreement dated 4 May 2005 and made between, amongst others, each Original Chargor and The Royal Bank of Scotland plc in various capacities including as Security Trustee</p> <p>"Investment" means</p> <p>(a) any shares or loan capital held in a Subsidiary, and</p> <p>(b) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,</p> <p>and any accretions to them and other Rights arising in connection with them.</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Key Account" means

- (a) each Security Account,
- (b) each Receipts Account,
- (c) each Cash Collateral Account,
- (d) any account established after the date of the Debenture which is designated as a Key Account by Essenden and the Security Trustee at or about the time of its establishment, and
- (e) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Security Trustee

"Key Contract" means any contract entered into after the date of the Debenture which is designated as a Key Contract by the Security Trustee under clause 12.8 (*Key Contracts*) of the Debenture

"Land" means

- (a) freehold, leasehold or commonhold land,
- (b) any estate or interest in, and any Rights attaching or relating to, that land, and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land

"Original Chargor" shall mean each of Essenden plc (no 06838368), Georgica Limited (no 04039562), Georgica Holdings Limited (no 05973031), Georgica (Lewisham) Limited (no 05950102), Tenpin Limited (no 04789703), Tenpin (Halifax) Limited (no. 05810239), Tenpin (Sunderland) Limited (no 05794630), and GNU 5 Limited (no 06153033)

"Permitted Security Interest" means any Security Interest described as a "Permitted Security Interest" in the Group Facilities Agreement

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Short particulars	<p>"Receipts Account" means any account of the Chargor designated as such and held with the Security Trustee for the purposes of receiving monies payable to or for the account of any member of the Group following the occurrence of a Default</p> <p>"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary</p> <p>"Security Account" means any account of the Chargor held with an Account Bank or the Security Trustee not otherwise specified in the definition of "Key Account"</p> <p>"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Security Trustee" means The Royal Bank of Scotland plc, as appointed pursuant to clause 9 of the Intercreditor Agreement or any other person appointed as security trustee for the Finance Parties under the Intercreditor Agreement</p> <p>"Senior Finance Documents" means</p> <ul style="list-style-type: none"> (a) the Group Facilities Agreement, (b) the Debenture and any other Finance Party Security Document, (c) any other document defined as a "Finance Document" in the Group Facilities Agreement, and (d) any other document designated as such by Essenden and the Security Trustee at any time <p>"Subsidiary" means</p> <ul style="list-style-type: none"> (a) a subsidiary within the meaning of section 736 of the Companies Act 1985, and (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985 <p>"Supplemental Deed" means a deed by which a company becomes party to the Debenture in a form satisfactory to the Security Trustee (acting reasonably)</p> <p>"Tenth Amendment Debenture" means the composite debenture entered into by Georgica Limited and certain of its Subsidiaries including the Chargor in favour of The Royal Bank of Scotland plc dated 11 April 2008</p>	



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

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

**COMPANY NO. 4039562
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23 MARCH
2012 AND CREATED BY GEORGICA LIMITED FOR SECURING
ALL SUMS DUE OR TO BECOME DUE 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
APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2012

Qf



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES