

MG01

Particulars of a mortgage or charge



132016/13

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

X **What this form is NOT for**
You cannot use this form to
register particulars of a charge for a
company. To do this, please
use form MG01s

FRIDAY



LD4 22/10/2010 17
COMPANIES HOUSE

1	Company details	5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 5 0 7 3 0 7 8	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	ACORN (UK) 1 LIMITED (the "Chargor")	

2	Date of creation of charge
Date of creation	d1 d9 m1 m0 y2 y0 y1 y0

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	Fixed and Floating Security Document (the "Security Document") dated 19 October 2010 between Acorn (UK) 1 Limited, Autobar Group Limited, Autobar Industries Limited, Autobar UK Limited, Autobar Investments Limited, Chequer Foods Limited, and BNP Paribas, London Branch (the "Security Agent"), as security agent for the benefit of the Secured Parties (which expression includes its successors in title, permitted assigns and permitted transferees)

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor or any other Obligor to any Secured Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)	

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

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

Name BNP Paribas (as Security Agent for Secured Parties)

Address 10 Harewood Avenue

London

Postcode N W 1 6 A A

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

Please see attached continuation pages

MG01

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 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

Linklater LLP

X

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

MG01

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 Thomas Waller

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



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 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

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	<div data-bbox="328 521 927 555">Acorn (UK) 1 Limited, Company Number, 05073078</div> <div data-bbox="1169 521 1434 555">Continuation page (1)</div>				
1 Fixed Charges					
The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties)					
1.1 Present Real Property (subject to the Agreed Security Principles) by way of first legal mortgage, all Real Property in England and Wales, belonging to it as at the date of the Security Document, including that described in Schedule 2 (<i>Real Property</i>) to the Security Document as follows					
<table border="1"> <tr> <th>Description of Real Property</th> </tr> <tr> <td>None</td> </tr> </table>				Description of Real Property	None
Description of Real Property					
None					
1.2 Future Real Property: (subject to the Agreed Security Principles) by way of first fixed equitable charge, all other Real Property belonging to it as at the date of the Security Document and all Real Property acquired by it in the future					
1.3 Other Assets by way of first fixed charge, all its present and future					
<div data-bbox="419 1216 639 1249">(a) Book Debts,</div> <div data-bbox="419 1261 675 1294">(b) Bank Accounts,</div> <div data-bbox="419 1305 1434 1384">(c) Investments excluding Investments in any Dormant Company (including the shares described in Schedule 3 (<i>Investments</i>)) to the Security Document as follows </div>					
<table border="1"> <tr> <th>Description of Investments</th> </tr> <tr> <td>35,000,000 ordinary shares of £1 each in Autobar Group Limited (registration number 00209116) held by Acorn (UK) 1 Limited</td> </tr> </table>				Description of Investments	35,000,000 ordinary shares of £1 each in Autobar Group Limited (registration number 00209116) held by Acorn (UK) 1 Limited
Description of Investments					
35,000,000 ordinary shares of £1 each in Autobar Group Limited (registration number 00209116) held by Acorn (UK) 1 Limited					
<div data-bbox="419 1585 826 1619">(d) uncalled capital and goodwill,</div> <div data-bbox="419 1630 1434 1697">(e) Intellectual Property, including the Intellectual Property described in Schedule 4 (<i>Intellectual Property</i>) to the Security Document as follows, </div>					
<table border="1"> <tr> <th>Description of Intellectual Property</th> </tr> <tr> <td>None</td> </tr> </table>				Description of Intellectual Property	None
Description of Intellectual Property					
None					
<div data-bbox="419 1877 927 1910">(f) beneficial interest in any pension fund,</div> <div data-bbox="419 1921 1434 2000">(g) plant and machinery (except that mortgaged or charged by the Security described in paragraph 1 1 (<i>Present Real Property</i>) or 1 2 (<i>Future Real Property</i>)), and</div> <div data-bbox="419 2011 1385 2045">(h) Insurances and all related proceeds, claims of any kind, returns of premium and </div>					

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	<div data-bbox="416 528 1015 560">Acorn (UK) 1 Limited, Company Number, 05073078</div> <div data-bbox="1174 528 1437 560">Continuation page (2)</div> <div data-bbox="488 629 636 658">other benefits</div> <div data-bbox="331 719 588 748">2 Assignments</div> <div data-bbox="331 775 1450 934"> <p>2.1 The Chargor, with full title guarantee and as security for the payment of all Liabilities, assigns in favour of the Security Agent (as trustee for the Secured Parties) its right, title and interest in and to all Insurances and all proceeds (other than in respect of third party Insurances) in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances)</p> </div> <div data-bbox="331 994 628 1023">3 Floating Charge</div> <div data-bbox="331 1050 1450 1207"> <p>3.1 Creation: The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Security described in paragraph 1 (<i>Fixed Charges</i>) above)</p> </div>		

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 data-bbox="320 515 925 548">Acorn (UK) 1 Limited, Company Number, 05073078</p> <p data-bbox="1165 515 1428 548" style="text-align: right;">Continuation page (3)</p> <p data-bbox="320 616 1197 649">Note (1): In this Form, except to the extent that the context requires otherwise</p> <p data-bbox="406 660 1445 739">any reference to "assets" includes present and future properties, revenues and rights of every description</p> <p data-bbox="406 750 1212 784">"Affiliate" has the meaning given to that term in the Facilities Agreement</p> <p data-bbox="406 795 1445 907">"Agent" means BNP Paribas, London Branch as agent of the other Finance Parties and any reference to "Agent" shall be construed so as to include its successors in title, permitted assigns and permitted transferees</p> <p data-bbox="406 918 1445 996">"Agreed Security Principles" means the principles set out in Schedule 13 (<i>Agreed Security Principles</i>) to the Facilities Agreement</p> <p data-bbox="406 1008 1445 1075">"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p data-bbox="406 1086 1445 1153">"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender pursuant to the terms of the Facilities Agreement</p> <p data-bbox="406 1164 1445 1243">"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility pursuant to the Facilities Agreement</p> <p data-bbox="406 1254 1445 1388">"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which the Chargor at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts</p> <p data-bbox="406 1400 1445 1534">"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind</p> <p data-bbox="406 1545 1445 1624">"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p data-bbox="406 1635 1445 1713">"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document</p> <p data-bbox="406 1724 861 1758">"Closing Date" means 15 October 2010</p> <p data-bbox="406 1769 1445 1904">"Company" means Meldrew Participations B V, a private limited liability company, incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, registered with the commercial register under number 50483579 and having its office address at Nantaweg 165, 1043 BW Amsterdam, the Netherlands</p> <p data-bbox="406 1915 1404 1960">"Compliance Certificate" has the meaning given to that term in the Facilities Agreement</p> <p data-bbox="406 1971 1445 2004">"Delegate" means a delegate or sub-delegate appointed under Clause 16.2 (<i>Delegation</i>)</p>		

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>Acorn (UK) 1 Limited, Company Number, 05073078</p> <p>of the Security Document</p> <p>"Dormant Company" means</p> <p>(a) a member of the Group owned by the Chargor which does not trade (for itself or as agent for any person) and does not own, legally or beneficially, gross assets (including indebtedness owed to it) which in aggregate have a value of EUR100,000 or more or its equivalent in other currencies, and</p> <p>(b) subject to the proviso below, Autobar UK (Midlands) Ltd , Autobar UK (North) Ltd , Autobar UK (South) Ltd , Balmoral Trading Ltd , Business Beverages Ltd , Classic Vending Ltd , Springbank Industries Ltd , Vendaid Automatic Caterers (Holdings) Ltd , Green Food Vending Ltd , Autobar Limited, Sabre Vending Limited and Autobar Management Services Ltd, provided that such companies shall cease to be "Dormant Companies" for the purposes of the Security Document if they acquire any material assets after the Closing Date or if they begin trading</p> <p>"Facilities Agreement" means the senior facilities agreement dated 7 August 2010 (as amended from time to time) between, among others, the Parent, the Company, BNP Paribas, London Branch, HSBC Bank plc, ING Bank NV and Nomura International plc as Mandated Lead Arrangers (as defined in the Facilities Agreement), the Original Lenders, the Original Guarantors (each as defined in the Facilities Agreement) and BNP Paribas, London Branch as Agent and Security Agent</p> <p>Any reference to the "Facilities Agreement" is a reference to such agreement as amended, restated, novated, supplemental, extended or restated</p> <p>"Finance Documents" means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Selection Notice, any Transaction Security Document, the Syndication Strategy Letter, the Hedging Letter, the Investor Proceeds Letter, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent and/or the Company, provided that, where the term "Finance Document" is used in and construed for the purposes of the Facilities 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" in the Facilities Agreement,</p> <p>(b) paragraph (a) of the definition of Permitted Transaction in the Facilities Agreement,</p> <p>(c) the definition of "Transaction Document" in the Facilities Agreement,</p> <p>(d) the definition of "Transaction Security Document" in the Facilities Agreement,</p> <p>(e) paragraph (a)(iv) of Clause 1 2 (<i>Construction</i>) of the Facilities Agreement,</p>	Continuation page (4)

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>Acorn (UK) 1 Limited, Company Number, 05073078 Continuation page (5)</p> <p>(f) Clause 23 (<i>Guarantee and Indemnity</i>) of the Facilities Agreement, and</p> <p>(g) Clause 28 1 (<i>Payment Default</i>) of the Facilities Agreement</p> <p>Any reference to a "Finance Document" or a Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated</p> <p>"Finance Party" means the Agent, each Arranger (as defined in the Facilities Agreement), each Bookrunner (as defined in the Facilities Agreement), the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender, provided that where the term "Finance Party" is used in and construed for the purposes of the Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of</p> <p>(a) the definition of "Secured Parties" in the Facilities Agreement,</p> <p>(b) paragraph (a)(i) of Clause 1 2 (<i>Construction of the Facilities Agreement</i>),</p> <p>(c) paragraph (c) of the definition of Material Adverse Effect of the Facilities Agreement,</p> <p>(d) clause 23 (<i>Guarantees and Indemnity</i>) of the Facilities Agreement, and</p> <p>(e) clause 33 (<i>Conduct of Business by the Finance Parties</i>) of the Facilities Agreement</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p>"Group" means the Parent and each of its Subsidiaries (as defined in the Facilities Agreement) from time to time including, from the Closing Date, the Target Group</p> <p>"Hedge Counterparty" means any person which has become a party to the Facilities Agreement as a Hedge Counterparty pursuant to the terms of the Facilities Agreement and which has also become a party to the Intercreditor Agreement as a Hedge Counterparty pursuant to the terms of the Intercreditor Agreement.</p> <p>"Hedging Agreement" has the meaning given to that term in the Facilities Agreement</p> <p>"Hedging Letter" has the meaning given to that term in the Facilities Agreement</p> <p>"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it has an interest as at the date of the Security Document or in the future</p> <p>"Intellectual Property" of the Chargor means all material trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Chargor at the date of the Security Document or in the future owns or (to the extent of its</p>	

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 data-bbox="419 528 1018 562">Acorn (UK) 1 Limited, Company Number, 05073078</p> <p data-bbox="1182 528 1445 562" style="text-align: right;">Continuation page (6)</p> <p data-bbox="419 629 1449 790">interest) in which the Chargor at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) provided that this shall not extend to licenses and sub-licenses which under their terms prohibit the granting of security by the licensee or licensor</p> <p data-bbox="419 813 1449 1010">"Intercreditor Agreement" means the intercreditor agreement dated 7 August 2010, (as amended pursuant to an amendment letter dated 11 October 2010), between, among others, the Parent, the Company, the Debtors (as defined in the Intercreditor Agreement), the Security Agent, the Agent, and the Original Lenders and any reference to the "Intercreditor Agreement" is a reference to such agreement as amended, novated, supplemented, extended or restated</p> <p data-bbox="419 1032 831 1066">"Investments" of the Chargor means</p> <ul style="list-style-type: none"> <li data-bbox="419 1081 1449 1144">(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), <li data-bbox="419 1167 1449 1229">(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments, <li data-bbox="419 1252 1449 1426">(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and <li data-bbox="419 1449 1449 1512">(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights, <p data-bbox="419 1534 1449 1635">in each case at the date of the Security Document or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor at the date of the Security Document or in the future has an interest</p> <p data-bbox="419 1657 1449 1720">"Issuing Bank" means BNP Paribas, London Branch and any other person who has agreed to become an issuing bank pursuant to the terms of the Facilities Agreement</p> <p data-bbox="419 1742 608 1776">"Lender" means</p> <ul style="list-style-type: none"> <li data-bbox="419 1792 775 1825">(a) any Original Lender, and <li data-bbox="419 1848 1449 1942">(b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement as a Lender pursuant to the terms of the Facilities Agreement, <p data-bbox="419 1964 1449 2027">which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement</p>	

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

Acorn (UK) 1 Limited, Company Number, 05073078

Continuation page (7)

"Obligor" means a Borrower or a Guarantor (each as defined in the Facilities Agreement)

"Original Lenders" has the meaning given to that term in the Facilities Agreement

"Parent" means Meldrew Investments B V, a private limited liability company, incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, registered with the commercial register under number 50483285 and having its office address at Nartaweg 165, 1043 BW Amsterdam, the Netherlands

any reference to a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate

"Security" means a mortgage, charge, pledge, lien or other security interest having a similar effect

any reference to **"Security Agent"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees and any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents

"Target" means Charden International B V, a company incorporated under the laws of the Netherlands

"Target Group" means Target and any of its Subsidiaries (as defined in the Facilities Agreement) on the date of the Facilities Agreement

Construction

Any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument

The other provisions in clause 12 (*Construction*) of the Facilities Agreement apply to the Security Document with all necessary changes, including as follows

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

Acorn (UK) 1 Limited, Company Number, 05073078

Continuation page (8)

any reference to the "Agent", the "Arranger", any "Finance Party", any "Hedge Counterparty", any "Issuing Bank", any "Lender", any "Obligor", any "Party", any "Secured Party", the "Security Agent" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page (9)
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>Acorn (UK) 1 Limited, Company Number, 05073078</p> <p>Note (2): The Security Document provides that</p> <ol style="list-style-type: none"> Security. The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 27 15 (<i>Negative pledge</i>) of the Facilities Agreement, except as permitted by the Facilities Agreement Disposal: The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by the Facilities Agreement Conversion by notice. The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically) <ul style="list-style-type: none"> (a) if formal proceedings have commenced to effect any expropriation, attachment, sequestration, distress or execution against any Charged Assets which would give rise to an Event of Default and the Security Agent (acting reasonably) considers it necessary to do so in order to protect or preserve the Charges over the relevant Charged Asset, or (b) if a Declared Default has occurred Automatic conversion: If <ul style="list-style-type: none"> (a) the Chargor takes any step to create any Security in breach of Clause 6 1 (<i>Security</i>) of the Security Document (as set out at paragraph 1 (<i>Security</i>) of this Note (2)) over any of the Charged Assets not subject to a fixed Charge, or (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets which would, upon such expropriation, attachment, sequestration, distress or execution give rise to an Event of Default (whether or not the Security Agent has served notice pursuant to paragraph (a) of Clause 5 4 (<i>Conversion by Notice</i>) of the Security Document) (as set out at paragraph 3 (<i>Conversion by Notice</i>) of this Note (2)), <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>For the purposes of this Note (2)</p> <p>"Declared Default" means the giving of notice by the Agent under paragraphs (a), (b) and/or (h) of Clause 28 18 (<i>Acceleration</i>) of the Facilities Agreement</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 28 (<i>Events of Default</i>) of the Facility Agreement</p> 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5073078
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 19 OCTOBER 2010 AND CREATED BY
ACORN (UK) 1 LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE 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 22 OCTOBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER
2010**



Companies House
— for the record —



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