

MG01

Particulars of a mortgage or charge

020356/286



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 on a
company. To do this, use form
MG01s

SATURDAY



RMKCNXMF
RCS 17/09/2011 14 uk
COMPANIES HOUSE
AAXEIXHR
A32 12/09/2011 108
COMPANIES HOUSE

1 Company details

Company number	0	5	2	0	7	1	7	9
Company name in full	Project CIC Limited (the "Obligor" or the "Company")							

For official use

Filing 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	3	1	0	8	2	0	1	1
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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 ("the Debenture")

4 Amount secured

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

Amount secured: Please see continuation sheets

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

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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	
Name	Lloyds TSB Bank plc (the "Security Agent")
Address	25 Gresham Street London
Postcode	E C 2 V 7 H N
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	
Short particulars	<p>Fixed Charges</p> <p>4.1 The Chargor with full title guarantee, charges in favour of the Security Agent as continuing security for the payment of all Secured Obligations (whether of that or any other Chargor) by way of first legal mortgage, all of its estates or interests in and to each Property,</p> <p>4.2 The Chargor, as security for the payment of all Secured Obligations (whether of that or any other Chargor) with full title guarantee charges in favour of the Security Agent by way of first fixed legal charge:</p> <p>4.2.1 (to the extent the same are not the subject of an effective mortgage under Clause 4.1) all estates or interests in the Properties now belonging to it and acquired by it in the future;</p> <p>4.2.2 all plant and machinery (not charged by Clause 4.1 or 4.2.1) now or in the future owned by it, its interest in any such plant or machinery in its possession and all contracts, licences and warranties relating to the same;</p> <p>4.2.3 the Charged Shares held now or in the future by it and/or any nominee on its behalf together with all Related Rights,</p> <p>4.2.4 to the extent the same are not charged by Clause 4.2.3 above, the Charged Investments, held now or in the future by it and/or any nominee on its behalf together with all Related Rights</p> <p>4.2.5 all moneys (including interest) standing now or in the future to the credit of the Blocked Accounts and all rights in relation thereto and all debts represented thereby;</p> <p>4.2.6 to the extent they are not the object of an effective assignment under Clause 4.3 (Assignments) all benefits in respect of Insurances (including the Keyman Policies), all claims in (and proceeds thereof) respect thereof and return of premiums in respect thereof to which the Chargor is now or may at any future time become entitled;</p> <p>Please see continuation sheets</p>

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

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Presenter information

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

Contact name	Lorna Young
Company name	Dundas & Wilson CS LLP
Address	191 West George Street
	Glasgow
Post town	
County/Region	
Postcode	G 2 2 L D
Country	
DX	
Telephone	0141 304 6253

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



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Amount secured

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

Amount secured

"Secured Obligations" - All monies and all obligations and liabilities now or hereafter due, owing or incurred by the Obligors to the Finance Parties whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Finance Parties or otherwise acquired by the Finance Parties, denominated in whatever currency or incurred on any banking account or in any manner whatsoever, including, without limitation, all Financial Indebtedness under the Finance Documents and all liabilities under or in connection with foreign exchange transactions, swaps and other derivative transactions, the acceptance, endorsement, issuance, confirmation or discounting of or payment under any notes or bills, bonds, guarantees, indemnities, documentary or other credits, or any instruments whatsoever from time to time entered into by the Finance Parties for the Obligor or at the Obligor's request and interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, expenses and other charges and all legal and other costs on a full and unqualified indemnity basis, when the same become due for payment or discharge



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

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

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4.2.7 (to the extent that the same do not fall within any other sub-paragraph of this Clause 4 2) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by them in relation to the foregoing including, for the avoidance of doubt, in each case the proceeds of the same, all liens, reservations of title, and other rights enabling the Chargor to enforce such debts,
4 2.8 its present and future beneficial interest, claim or entitlement in any pension fund;
4 2 9 its present and future goodwill;
4 2 10 the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,
4 2.11 its present and future uncalled capital,
4.2 12 all its Intellectual Property;
4 2 13 all its rights under the Occupational Leases,
4 2 14 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture) all its rights under each Hedging Agreement,
4 2 15 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture) all of its right, title and interest in and to the Charged Accounts and all sums from time to time standing to the credit of the Charged Accounts including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Charged Accounts and the debts represented thereby; and
4 2 16 (to the extent they are not subject to an effective assignment under Clause 4.3 of the Debenture) all its rights under any Additional Contract
4.3 The Chargor assigns to the Security Agent, in each case subject to a proviso for reassignment on redemption (at the cost of the Chargor):
4 3 1 all its rights under each Hedging Agreement;
4.3.2 all of its right, title and interest in and to the Blocked Accounts and all sums from time to time standing to the credit of the Blocked Accounts including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Blocked Accounts and the debts represented thereby;
4 3 3 all its rights under any Additional Contract, and
4 3.4 all benefits in respect of Insurances (including the Keyman Policies), all claims in (and proceeds thereof) respect thereof and return of premiums in respect thereof to which the Chargor is now or may at any future time become entitled

Please see continuation sheet



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Amount secured

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

Amount secured

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Particulars of a mortgage or charge



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

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

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4.4 To the extent that any rights described in Clause 4.3 above is not assignable or capable of assignment, the assignment of that right purported to be effected by Clause 4.3 shall operate as an assignment by way of security (in each case subject to a proviso for reassignment on redemption (at the cost of the Chargor)) for the payment, discharge and performance of the Secured Obligations of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

4.5 A reference in the Debenture to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes:

- 4.5.1 all buildings, erections and Fixtures on that property;
- 4.5.2 the proceeds of sale of any part of that property, and
- 4.5.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in favour of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

4.6 A reference in Clause 4.3 above to Insurances excludes any amounts received or receivable under or in connection with any third party liability Insurance required to settle a liability of the Chargor to a third party.

4.7 In the event that the Chargor enters into a new Occupational Lease or where any existing Occupational Lease is renewed, the Chargor shall assign all its rights under such Occupational Lease to the Security Agent

Floating Charges

5.1 The Chargor with full title guarantee, as continuing security for the payment of the Secured Obligations (whether of that or any other Chargor), charges in favour of the Security Agent by way of a first floating charge (i) all its assets situated outside Scotland or governed by a body of law other than Scots law and not otherwise effectively charged or assigned by way of fixed mortgage or charge or assignment by Clause 4 (Fixed Charges) of the Debenture or by a separate security agreement, and (ii) all its assets situated in Scotland or otherwise governed by Scots law whether or not the same have been effectively assigned, mortgaged or charged in terms of the Debenture or otherwise

Definitions

See Continuation Page

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

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

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6 Short particulars of all the property mortgaged or charged

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Short particulars

"Additional Contract" - in relation to the Chargor, (a) any contract or agreement specified opposite its name in Part III of Schedule 2 of the Debenture or otherwise detailed in any Deed of Accession by which it becomes a party to the Debenture, (b) each guarantee or other form of credit support given by any person in favour of the Chargor in relation to the obligation of a third party; (c) any letter of credit issued in favour of the Chargor, and (d) any bill or exchange or other negotiable instrument held by the Chargor,

There are no Additional Contracts in Part III of Schedule 2 in relation to the Chargor

"Blocked Accounts" - the Disposal Proceeds Account and such other accounts as may be nominated as such by the Security Agent from time to time,

"Charged Accounts" - the accounts charged pursuant to Clauses 4.2.5 and 4.3.3 of the Debenture,

"Charged Investments" of the Chargor -
(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
(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
(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,

"Charged Shares" - the shares specified in Part II (Charged Shares) of Schedule 2 and any other shares at any time belonging to the Chargor including, without limitation, any shares referred to in a Deed of Accession or Supplemental Deed,

There is 1 Ordinary Share against the Chargor's name representing 100% of the issued share capital in Part II of Schedule 2

"Deed of Accession" - a deed substantially in the form of Schedule 7 (Deed of Accession) of the Debenture,

"Disposal Proceeds Accounts" has the meaning given to it in the Revolving Credit Facility Agreement,

"Finance Documents" has the meaning given to it in the Revolving Credit Facility Agreement,

See further continuation page



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Short particulars of all the property mortgaged or charged

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Short particulars

"Finance Parties" has the meaning given to it in the Revolving Credit Facility Agreement,

"Fixtures" - in relation to any freehold or leasehold property charged by or pursuant to the Debenture all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in the Chargor;

"Hedging Agreement" has the meaning given to it in the Revolving Credit Facility Agreement,

"Insurances" - all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of the Chargor or (to the extent of the Chargor's interest) in which the Chargor has an interest which definition shall include for the avoidance of doubt the Keyman Policies;

"Intellectual Property" - (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

"Keyman Policies" has the meaning given to it in the Revolving Credit Facility Agreement,

"Occupational Leases" - any occupational leases or licences or other right of occupation to which the Chargor's interest in any Property may be subject from time to time including, without limitation, any occupational leases or licences referred to in a Deed of Accession or a Supplemental Deed,

"Property" - each property listed in Part I of Schedule 2 of the Debenture and any other estate and/or interest in freehold, leasehold and other immovable property anywhere in the world, other than Scotland, belonging to the Chargor or in which the Chargor has an interest from time to time (in each case including all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) including, without limitation, any estate and/or interest of the Chargor in any freehold, leasehold or other immovable property set out in any Deed of Accession or Supplemental Deed, but excluding in each case Short Leasehold Properties;

There are no properties listed in Part I of Schedule 2 for the Chargor.

Please see further continuation sheet

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"Revolving Credit Facility Agreement" - the facility agreement dated on or around the date of the Debenture in terms of which the Finance Parties have agreed to make available to the Company certain credit and other facilities for the purposes set out therein as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facilities,

"Security Assets" means all assets, rights and property of the Chargor the subject of any security created or intended to be created by the Debenture;

"Short Leasehold Properties" - all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by the Chargor; and

"Supplemental Deed" - a supplemental debenture in a form and substance satisfactory to the Security Agent.



FILE COPY

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

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

**COMPANY NO. 5207179
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 AUGUST
2011 AND CREATED BY PROJECT CIC LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS
TO THE FINANCE PARTIES 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 17 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES