

MG01

Particulars of a mortgage or charge

29/10/2013



iris  
LASERFORM

7

**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 for**  
You cannot use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

FRIDAY



\*L180Z149\*

LD7

11/05/2012

#22

COMPANIES HOUSE

on, please  
at  
se gov uk

For official use

**1 Company details**

Company number 5 3 6 4 4 5 4

Company name in full BGPH HOLDINGS LIMITED (the "Assignor")

→ **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 d0 d3 m0 m5 y2 y0 y1 y2

**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 INSURANCE ASSIGNMENT of Keyman Policies (the "Deed")

**4 Amount secured**

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or alone or in any other  
capacity whatsoever) of any Obligor to the Security  
Trustee and/or the other Secured Parties (or any of  
them) under or pursuant to any Finance Document to  
which any Obligor is a party (including all monies  
covenanted to be paid under the Deed) ("Secured  
Obligations").

Please see attached continuation sheet.

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

**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							<b>Continuation page</b> Please use a continuation page if you need to enter more details	
Name	THE ROYAL BANK OF SCOTLAND PLC (the "Security Trustee")								
Address	15 BISHOPSGATE								
	LONDON								
Postcode	E	C	2	P		2	A		P
Name									
Address									
Postcode									

**6****Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged							<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>Under the terms of the Deed:</p> <p>1. GRANT OF SECURITY</p> <p>All Security Interests and dispositions created or made by or pursuant to the Deed are created or made</p> <p>(a) in favour of the Security Trustee;</p> <p>(b) (other than pursuant to the terms of any Permitted Security or Transaction Security) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and</p> <p>(c) as continuing security for payment of all of the Secured Obligations</p> <p>2. ASSIGNMENT</p> <p>2.1 Assignment</p> <p>The Assignor assigned and agreed to assign absolutely all of its right, title and interest, present and future, in and to the Key-man Policies (including all new, amended and substituted policy or policies relating thereto) and all monies, including bonuses accrued, or which may at any time after 3 May 2012 accrue, which shall become payable under them and the benefit of all powers, rights and remedies for enforcing the same absolutely and the full benefit thereof, subject only to the proviso for reassignment on redemption contained in clause 4 2 (Reassignment on redemption) of the Deed.</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

#### 2 2 Reassignment on redemption

Upon discharge of all of the Secured Obligations, the Security Trustee will, at the request and cost of the Assignor, reassign the Key-man Policies to the Assignor, or to such other person as the Assignor shall direct for such purpose, and shall take all reasonable steps to facilitate the same.

#### 3. CONTINUING SECURITY

##### 3.1 Continuing security

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

##### 3 2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Trustee and/or any of the other Secured Parties may at any time hold for any of the Secured Obligations

##### 3.3 Right to enforce

The Deed may be enforced against the Assignor without the Security Trustee and/or the other Secured Parties first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

#### 4. REPRESENTATIONS AND WARRANTIES

The Assignor represented and warranted to the Security Trustee and to each other Secured Party in respect of the Key-man Policies that it has done, fulfilled and performed all material acts, conditions and things required under or in respect of the Key-man Policies to be done, fulfilled and performed on its part in order to enable it to fully exercise any material rights which it has under the Key-man Policies.

#### 5 COVENANTS BY THE ASSIGNOR

##### 5 1 Negative Pledge and Disposals

The Assignor shall not do or agree to do any of the following without the prior written consent of the Security Trustee:

(a) create or permit to subsist any Security Interest on any Assigned Asset other than as created by the Deed or the Debenture and except for a Permitted Security or as permitted by the Senior Facilities Agreement, or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not)

# 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>the whole or any part of its interest in any Assigned Asset except for a Permitted Disposal or a Permitted Transaction.</p> <p><b>5.2 Validity</b></p> <p>The Assignor will not, save as contemplated otherwise under the Deed or the Finance Documents, do or permit to be done any matter or thing such as to prevent the Security Trustee or any other Secured Party, or any person claiming title through any of them, from receiving any monies payable under the Key-man Policies or any part of them under the terms of the Deed or otherwise materially depreciate, jeopardise or prejudice the value or validity of any Key-man Policy (or make any omission which has such an effect).</p> <p><b>5.3 Voidability</b></p> <p>If any of the Key-man Policies shall become void, the Assignor will, at the reasonable cost of the Assignor, forthwith effect or, if the Assignor shall fail to do so, the Security Trustee may effect (as it is under the Deed authorised to do but without imposing any duty or obligation on it so to do) a new policy or policies in similar terms to the Key-man Policies, for such sum or sums as would have been payable under the void policy had the same been valid immediately before the same became void, such policy to be effected in the name of the Assignor and the Security Trustee or, if the Assignor shall have failed to effect such policies as required, in such other name or names and with such insurer as the Security Trustee shall effect</p> <p><b>5.4 Secured Obligations</b></p> <p>Any monies so paid by the Security Trustee in effecting any new policy or policies in place of any of the Key-man Policies which may become void and any sums paid by the Security Trustee in respect of premiums pursuant to clause 7.6 (Security Trustee entitled to pay premiums) of the Deed, shall be payable by the Assignor to the Security Trustee within 3 Business Days of demand.</p> <p><b>5.5 No amendment</b></p> <p>The Assignor shall not without the prior written consent of the Security Trustee permit, make or agree to any amendment of any Key-man Policy or cancel any Key-man Policy or permit or agree to any waiver or cancellation of any Key-man Policy in a manner or to an extent that would result in a failure to satisfy the terms of the Senior Facilities Agreement in relation to the Key-man Policies.</p> <p><b>6 ENFORCEMENT OF SECURITY</b></p> <p><b>6 1 Immediate enforcement</b></p> <p>The Security shall become immediately enforceable upon any action being</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

taken under clause 28.20 (Acceleration) sub clauses 28.20 2 or 28.20.3 of the Senior Facilities Agreement.

#### 6.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as varied or amended by the Deed) shall be immediately exercisable upon and at any time after the Security becomes enforceable under clause 8.1 (Immediate enforcement) of the Deed.

#### 6.3 Enforcement

After the Security has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the Security in such manner as it seems fit including (without limitation) converting the Key-man Policies to paid-up assurances, selling them by public sale or private bargain, assigning or surrendering them and generally doing everything in relation to the Key-man Policies which the Assignor could have done had it not assigned the Key-man Policies

#### 6.4 Statutory provisions

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on 3 May 2012.

Sections 93 and 103 of the Act shall not apply to the Security.

#### 6.5 Privileges

The Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

#### 6.6 No liability

The Security Trustee shall not be liable (A) in respect of all or any part of the Assigned Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)

#### 7. SET-OFF

(a) Upon the Security becoming enforceable under clause 8.1 (Immediate enforcement) of the Deed, the Security Trustee and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Assignor and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by the Assignor) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the

# 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>Assignor, regardless of the place of payment, booking branch or currency of either obligation.</p> <p>(b) If either obligation is unliquidated or unascertained, the Security Trustee or such other Secured Party may set off in an amount estimated by it in good faith and acting reasonably to be the amount of that obligation.</p> <p><b>8. DELEGATION</b></p> <p>The Security Trustee may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under the Deed upon any terms (including power to sub-delegate) which it may think fit. The Security Trustee shall not be in any way liable or responsible to the Assignor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate</p> <p><b>9. FURTHER ASSURANCES</b></p> <p><b>9.1 Further action</b></p> <p>The Assignor shall, at its own expense, promptly take whatever action the Security Trustee (acting reasonably) may require:</p> <p>(a) for perfecting or protecting the Security Interests intended to be created by the Deed; and</p> <p>(b) upon the Security becoming enforceable, for facilitating the realisation of the Security or the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of the Security,</p> <p>including, the re-execution of the Deed, the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance whatsoever whether to the Security Trustee or to its nominees, the giving of any notice, order or direction and the making of any filing or registration, which in any such case, the Security Trustee may think expedient.</p> <p><b>9 2 Terms of New Security</b></p> <p>Any security document required to be executed by the Assignor pursuant to clause 11.1 (Further action) of the Deed will contain terms and conditions which are no more onerous than those contained in the Deed.</p> <p><b>10. POWER OF ATTORNEY</b></p> <p>The Assignor, by way of security, irrevocably and severally appointed the Security Trustee and any of its delegates or sub-delegates to be its attorney to take any action which the Assignor is obliged to take under the Deed and which it has failed to take to the satisfaction of the</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

Security Trustee (acting reasonably) within 10 Business Days of notification from the Security Trustee, including under clause 11 (Further Assurances) of the Deed. The Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

#### 11 EXCLUSION OF LIABILITY

Notwithstanding anything contained in the Deed or implied to the contrary, the Assignor remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Key-man Policies. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or make any payment in respect of any such condition or obligation.

#### 12. PROTECTION OF THIRD PARTIES

No person (including a purchaser) dealing with the Security Trustee or its agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable, or
- (b) whether any power which the Security Trustee is purporting to exercise has become exercisable; or
- (c) whether any money remains due under the Finance Documents (or any of them); or
- (d) how any money paid to the Security Trustee is to be applied

#### 13 PROTECTIVE CLAUSES

(a) The Assignor is deemed to be a principal debtor in relation to the Deed. The obligations of the Assignor under, and the security intended to be created by, the Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced the Security or any surety liability of the Assignor (whether or not known to it or to any Secured Party).

(b) Clause 23.4 of the Senior Facilities Agreement (Waiver of defences) applies in relation to the Deed as if references to the obligations referred to in such clauses respectively were references to the obligations of the Assignor under the Deed.

#### 14 MISCELLANEOUS

##### 14.1 Tacking

Each Finance Party shall perform its obligations under the Senior

**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>Facilities Agreement (including any obligation to make available further advances).</p> <p><b>14 2 Assignment</b></p> <p>(a) The Assignor may not assign any of its rights under the Deed.</p> <p>(b) The Security Trustee may assign or transfer or grant participation in all or any part of its rights under the Deed subject to and in accordance with the terms of the Intercreditor Agreement. The Assignor will, immediately upon being requested to do so by the Security Trustee, enter into such documents as may be necessary or desirable to effect such transfer.</p> <p><b>15. RELEASE</b></p> <p><b>15.1 Release</b></p> <p>Upon the expiry of the Security Period (but not otherwise) the Security Trustee shall, at the request and cost of the Assignor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Key-man Policies from the Security.</p> <p><b>15.2 Reinstatement</b></p> <p>Where any discharge (whether in respect of the obligations of the Assignor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Assignor under the Deed shall continue as if the discharge or arrangement had not occurred. The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.</p>	



# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>NOTE</b></p> <p>In this form:</p> <p>"Act" means the Law of Property Act 1925,</p> <p>"Agent" means The Royal Bank of Scotland PLC;</p> <p>"Assigned Assets" means the assets expressed to be assigned pursuant to clause 4.1 (Assignment) of the Deed,</p> <p>"Borrower" means an Original Borrower or an Additional Borrower (each as defined in the Senior Facilities Agreement) unless it has ceased to be a Borrower in accordance with clause 31 (Changes to the Obligors) of the Senior Facilities Agreement;</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and</p> <p>(i) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or</p> <p>(ii) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Senior Facilities Agreement);</p> <p>"Debenture" means the debenture dated 3 February 2012 and made between (1) the companies listed in schedule 1 thereto as Original Chargors and (2) The Royal Bank of Scotland as the Security Trustee (as security trustee for the Secured Parties (as defined in the Senior Facilities Agreement));</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;</p> <p>"Finance Document" means the Senior Facilities Agreement, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Senior Amendment Agreement, the Intercreditor Agreement, the Confirmation Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Assignor provided that where the term "Finance Document" is used in, and construed for the purposes of, the Senior 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" (as defined in the Senior Facilities Agreement),</p> <p>(b) paragraphs (i) to (v) of the definition of "Permitted Transaction";</p> <p>(c) the definition of "Transaction Document" (as defined in the Senior Facilities Agreement),</p>	

# MG01 - continuation page

## 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>(d) the definition of "<b>Transaction Security Document</b>" (as defined in the Senior Facilities Agreement);</p> <p>(e) paragraph 1.2.1(e) of clause 1.2 (Interpretation) of the Senior Facilities Agreement;</p> <p>(f) clause 23 (Guarantee and Indemnity) of the Senior Facilities Agreement; and</p> <p>(g) clause 28 (Events of Default) (other than paragraph 28.16.2 of clause 28.16 (Repudiation and rescission of agreements) and clause 28.20 (Acceleration)) of the Senior Facilities Agreement,</p> <p><b>"Finance Party"</b> means the Agent, the Arranger (as defined in the Senior Facilities Agreement), the Security Trustee, a Lender, (subject to the proviso in the definition of "<b>Hedge Counterparty</b>") a Hedge Counterparty provided that where the term "<b>Finance Party</b>" is used in, and construed for the purposes of, the Senior 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 "<b>Secured Parties</b>";</p> <p>(b) paragraph 1.2.1(a) of clause 1.2 (Interpretation) of the Senior Facilities Agreement,</p> <p>(c) paragraph (d) of the definition of Material Adverse Effect of the Senior Facilities Agreement;</p> <p>(d) clause 23 (Guarantee and Indemnity) of the Senior Facilities Agreement, and</p> <p>(e) clause 33 (Conduct of Business by the Finance Parties) of the Senior Facilities Agreement;</p> <p><b>"Hedge Counterparty"</b> has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 17 October 2005 and made between, amongst others, BGPH Holdings Limited as Parent, BGPH Limited as the Company, The Royal Bank of Scotland plc as Security Trustee, The Royal Bank of Scotland plc as senior agent, The Royal Bank of Scotland plc as mezzanine agent, the Lenders, the Hedge Counterparties, the Mezzanine Lenders (each as defined in the Intercreditor Agreement), the Investors, the Investor Security Trustee (each as defined in the Intercreditor Agreement) and certain others;</p> <p><b>"Key-man Policy"</b> means:</p> <p>(a) Each policy of insurance particulars of which are set out in the</p>	

MG01 - continuation page  
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>schedule hereto (Insurance Policies) as amended, supplemented or novated in any way from time to time;</p> <p>(b) Each policy issued at any time in replacement or substitution of any policy referred to in paragraph [a] of this definition,</p> <p>"Lender" means:</p> <p>(1) any Original Lender (as defined in the Senior Facilities Agreement); and</p> <p>(11) any bank, financial institution, trust, fund or other entity which has become a Party (as defined in the Senior Facilities Agreement) in accordance with clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement,</p> <p>"Obligor" means a Borrower or a Guarantor (each as defined in the Senior Facilities Agreement) (and not, for the avoidance of doubt, Sporting Index Limited);</p> <p>"Permitted Disposal" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Permitted Security" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Permitted Transaction" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Secured Parties" has the meaning given to that term in the Senior Facilities Agreement and, for the avoidance of doubt, shall not include any Mezzanine Finance Party (as defined in the Senior Facilities Agreement) in its capacity as such,</p> <p>"Security" means any Security Interest created by or pursuant to the Deed;</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, deed by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;</p> <p>"Security Period" means the period beginning 3 May 2012 and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

4	<b>Amount secured</b> Please give us details of the amount secured by the mortgage or charge			
Amount secured	<p>under or pursuant to the Finance Documents;</p> <p><b>"Senior Facilities Agreement"</b> means the senior sterling term facilities agreement originally dated 17 October 2005 as amended, supplemented, novated or restated from time to time and as amended and restated on 3 February 2012 and entered into between (1) BGPH Holdings Limited (as Parent), (2) BGPH Group Limited (as Midco), (3) BGPH Limited (as the Company), (4) the parties listed in part I of schedule 1 thereto (as the Borrowers), (5) the parties listed in part 2 of schedule 1 thereto (as the Guarantors), (6) The Royal Bank of Scotland plc and GE Corporate Finance Bank SAS (as Arrangers), (7) the financial institutions listed in part 4 of schedule 1 thereto (as Lenders), (8) The Royal Bank of Scotland plc (as Agent) and (9) The Royal Bank of Scotland plc (as Security Trustee), pursuant to which the Original Lenders agreed to make certain facilities available to the Original Borrowers,</p> <p><b>"Transaction Security"</b> means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents,</p> <p><b>"Transaction Security Documents"</b> means each of the documents specified in or to be delivered pursuant to:</p> <p>(1) paragraph 3 6 of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement;</p> <p>(11) paragraph 2 4 of part 4 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement;</p> <p>(111) the conditions subsequent under the original terms of the Senior Facilities Agreement;</p> <p>(the documents referred to at (1) - (111) above being the <b>"Original Transaction Security Documents"</b>); and</p> <p>(1v) the conditions precedent referred to in paragraph 2(d) of schedule 2 (Conditions precedent) to the Senior Amendment Agreement (as defined in the Senior Facilities Agreement),</p> <p>together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any of the Obligors under any of the Finance Documents.</p> <p style="text-align: center;"><b>SCHEDULE</b></p> <p style="text-align: center;"><b>INSURANCE POLICIES</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Insurer.</td> <td style="width: 50%;">Zurich Assurance Ltd</td> </tr> </table>		Insurer.	Zurich Assurance Ltd
Insurer.	Zurich Assurance Ltd			

# MG01 - continuation page

Particulars of a mortgage or charge

4

## Amount secured

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

Amount secured

Life Assured	Simon Trim
Policy Number	228118-3TA-DYS
Sum Assured	£750,000
Term	3 years from the Effective Date
Commencement Date	01/03/2012

Insurer	Zurich Assurance Ltd
Life Assured	Warren Murphy
Policy Number	228053-3TA-DYS
Sum Assured	£500,000
Term	3 years from the Effective Date
Commencement Date	01/03/2012

Insurer	Zurich Assurance Ltd
Life Assured	Karl Suntay
Policy Number	228063-3TA-DYS
Sum Assured	£500,000
Term	3 years from the Effective Date
Commencement Date	01/05/2012

Insurer	Zurich Assurance Ltd
Life Assured	Martin Pates
Policy Number	228031-3TA-DYS
Sum Assured	£250,000
Term	3 years from the Effective Date

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Commencement Date

01/04/2012

# 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

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 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

Signature

Signature

X *David Piper UK Ltd* 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 796 6302



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)





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

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

**COMPANY NO. 5364454  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT OF  
KEYMAN POLICIES DATED 3 MAY 2012 AND CREATED BY  
BGPH HOLDINGS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM ANY OBLIGOR TO THE SECURITY  
TRUSTEE AND/OR THE OTHER SECURED PARTIES (OR ANY OF  
THEM) 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 11  
MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2012

