

MG01

Particulars of a mortgage or charge

711352/12



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

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

THURSDAY



A10

A1HUI8P5

20/09/2012

#282

COMPANIES HOUSE

1 Company details

Company number ✓ 5 3 6 4 4 5 4

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

1 0 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 ✓ 0 4 0 9 2 0 1 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 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

Continuation page
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

Continuation page
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 5 2 (Reassignment on redemption) of the Deed</p>
-------------------	--

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

NA

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

Weil Gotshal & Manges

X

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

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>2.2 Reassignment on redemption</p> <p>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</p> <p>3. CONTINUING SECURITY</p> <p>3.1 Continuing security</p> <p>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</p> <p>3.2 Additional and separate security</p> <p>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</p> <p>3.3 Right to enforce</p> <p>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</p> <p>4. REPRESENTATIONS AND WARRANTIES</p> <p>The Assignor represents and warrants 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</p> <p>5. COVENANTS BY THE ASSIGNOR</p> <p>5.1 Negative Pledge and Disposals</p> <p>The Assignor shall not do or agree to do any of the following without the prior written consent of the Security Trustee</p> <p>(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</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not)</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

the whole or any part of its interest in any Assigned Asset except for a Permitted Disposal or a Permitted Transaction

5.2 Validity

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)

5.3 Voidability

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

5.4 Secured Obligations

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 8.6 (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

5.5 No amendment

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 Mezzanine Facility Agreement in relation to the Key-man Policies

6. ENFORCEMENT OF SECURITY

6.1 Immediate enforcement

The Security shall become immediately enforceable upon any action being

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>taken under clause 24 20 (Acceleration) of Schedule 2 (Terms and conditions) sub clauses 24 20 2 or 24 20 3 of the Mezzanine Facility Agreement</p> <p>6.2 Statutory powers</p> <p>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 9 1 (Immediate enforcement) of the Deed</p> <p>6.3 Enforcement</p> <p>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</p> <p>6.4 Statutory provisions</p> <p>For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on 3 May 2012</p> <p>Sections 93 and 103 of the Act shall not apply to the Security</p> <p>6.5 Privileges</p> <p>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</p> <p>6 6 No liability</p> <p>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)</p> <p>7. SET-OFF</p> <p>(a) Upon the Security becoming enforceable under clause 9 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</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>matured) owed by the Security Trustee or such other Secured Party to the 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>8 DELEGATION</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>9. FURTHER ASSURANCES</p> <p>9.1 Further action</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>9.2 Terms of New Security</p> <p>Any security document required to be executed by the Assignor pursuant to clause 12.1 (Further action) of the Deed will contain terms and conditions which are no more onerous than those contained in the Deed</p> <p>10 POWER OF ATTORNEY</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</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

the Deed and which it has failed to take to the satisfaction of the Security Trustee (acting reasonably) within 10 Business Days of notification from the Security Trustee, including under clause 12 (*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 19.4 (Waiver of defences) of Schedule 2 (Terms and Conditions) of the Mezzanine Facility Agreement 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

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

Each Finance Party shall perform its obligations under the Mezzanine Facility Agreement (including any obligation to make available further advances)

14.2 Assignment

- (a) The Assignor may not assign any of its rights under the Deed
- (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

15. RELEASE

15.1 Release

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

15.2 Reinstatement

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

MG01 - continuation page
Particulars of a mortgage or charge

4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>	
Amount secured	<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 5.1 (Assignment) of the Deed,</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 euros) 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 plc as the Security Trustee for the Secured Parties (as defined in the Mezzanine Facility Agreement),</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee,</p> <p>"Finance Document" means the Mezzanine Facility Agreement, the Company Intra-Group Loan Agreement, any Compliance Certificate, the Confirmation Letter, the Consent Letter, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, each Interest Promissory Note, each Promissory Note, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Mezzanine Facility 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 Mezzanine Facility 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",</p> <p>(b) paragraphs (a) to (e) of the definition of "Permitted Transaction",</p> <p>(c) the definition of "Transaction Document",</p> <p>(d) the definition of "Transaction Security Document",</p> <p>(e) paragraph 1.2(a) of clause 1.2 (Interpretation) of the Mezzanine Facility Agreement,</p> <p>(f) clause 19 (Guarantee and indemnity) of the Mezzanine Facility Agreement,</p> <p>(g) clause 24 (Events of Default) (other than paragraph 24.16(b) of clause 24.16 (Repudiation and rescission of agreements)) and clause 24.20 (Acceleration) of the Mezzanine Facility Agreement,</p> <p>"Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, 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

Security Trustee, a Lender (subject to the proviso in the definition of "Hedge Counterparty"), a Hedge Counterparty (each as defined in the Mezzanine Facility Agreement) provided that where the term "Finance Party" is used in, and construed for the purposes of, the Mezzanine Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

- (a) the definition of "Secured Parties"
- (b) paragraph 1 2(a) of clause 1 2 (Interpretation) of the Mezzanine Facility Agreement,
- (c) the definition of "Material Adverse Effect",
- (d) clause 19 (Guarantee and indemnity) of the Mezzanine Facility Agreement, and
- (e) clause 28 (Conduct of Business by the Finance Parties) of the Mezzanine Facility Agreement,

"Hedging Agreement" has the meaning assigned to that term in the Mezzanine Facility Agreement,

"Hedge Counterparty" has the meaning given to that term in the Mezzanine Facility Agreement,

"Intercreditor Agreement" means the intercreditor agreement dated 17 October 2005 and made between the Parent, the Company, the other Obligors, (each as defined in the Senior Facilities Agreement) 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 Senior Lenders, the Hedge Counterparties, the Mezzanine Lenders (as defined in the Intercreditor Agreement), the Investors, the Investor Security Trustee (each as defined in the Senior Facilities Agreement) and certain others,

"Key-man Policy" means

(a) Each policy of insurance particulars of which are set out in the schedule hereto (Insurance Policies) as amended, supplemented or novated in any way from time to time,

(b) each policy issued at any time in replacement or substitution of any policy referred to in paragraph (a) of this definition,

"Lender" means

(1) any Original Lender (as defined in the Mezzanine Facility Agreement), and

(11) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 25 (Changes to Lenders) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Mezzanine Facility Agreement,

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>"Mezzanine Facility Agreement" means the mezzanine facility agreement originally dated 17 October 2005 as amended from time to time and made between, among others, the Assignor as parent, BGPH Limited as borrower, Hg Pooled Management Limited as Mezzanine Agent and The Royal Bank of Scotland plc as Security Trustee as evidenced by way of two promissory notes issued on 28 November 2008, as amended by way of a deed poll on 3 February 2012,</p> <p>"Obligor" means a Borrower or a Guarantor (each as defined in the Mezzanine Facility Agreement) (and not, for the avoidance of doubt, Sporting Index Limited),</p> <p>"Permitted Disposal" has the meaning assigned to that term in the Mezzanine Facility Agreement,</p> <p>"Permitted Security" has the meaning assigned to that term in the Mezzanine Facility Agreement,</p> <p>"Permitted Transaction" has the meaning assigned to that term in the Mezzanine Facility Agreement,</p> <p>"Secured Parties" has the meaning given to that term in the Mezzanine Facility Agreement and, for the avoidance of doubt, shall not include any 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 under or pursuant to the Finance Documents,</p> <p>"Senior Facilities Agreement" means the senior sterling term facilities agreement originally dated 17 October 2005 as amended, supplement, 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 1 of the 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</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

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,

"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents,

"Transaction Security Documents" means each of the documents specified in or to be delivered pursuant to

(i) paragraph 3.6 of part 1 of schedule 2 (Conditions precedent) of the Mezzanine Facility Agreement,

(ii) paragraph 2.4 of part 3 of schedule 2 (Conditions precedent) of the Mezzanine Facility Agreement,

(iii) the conditions subsequent under the original terms of the Mezzanine Facility Agreement,

(the documents referred to at (i) - (iii) above being the "Original Transaction Security Documents"), and

(iv) the Debenture,

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

SCHEDULE

INSURANCE POLICIES

Insurer	Zurich Assurance Ltd
Life Assured	Simon Trim
Policy Number	228118-3TA-DYS
Sum Assured	£750,000
Term	5 years from the Effective Date
Commencement Date	01/03/2012

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	Warren Murphy
Policy Number	228053-3TA-DYS
Sum Assured	£500,000
Term	5 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	5 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	5 years from the Effective Date
Commencement Date	01/04/2012

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 **Ellie Fialho**

Company name
Weil, Gotshal & Manges

Address **110 Fetter Lane**

Post town **London**

County/Region

Postcode **E C 4 A 1 A Y**

Country

DX

Telephone **0207 903 1018**



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

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



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. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT OF
KEYMAN POLICIES DATED 4 SEPTEMBER 2012 AND CREATED
BY BGPH HOLDINGS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE
ROYAL BANK OF SCOTLAND PLC (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 20 SEPTEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 SEPTEMBER
2012

9



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES