

710262/109

MG01

Particulars of a mortgage or charge



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

WEDNESDAY



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A24

08/06/2011

58

COMPANIES HOUSE

For official use

1

Company details

Company number

5 3 6 4 4 5 4

Company name in full

BGPH Holdings Limited (the "Company")

3

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

00 02 00 06 02 00 01 01

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

Guarantee and Debenture

4

Amount secured

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

Amount secured

400
+
10

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
Investor Finance Parties (or any of them) under or pursuant to any Investor Document
(including all monies covenanted and/or guaranteed to be paid under the Guarantee and
Debenture)

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	Hg Pooled Management Limited (the "Investor Security Trustee")	
Address	2 More London Riverside	
	London	
Postcode	S E 1 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>Fixed charges</p> <p>The Company has charged all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest (subject, where relevant, to the priority of the Facilities Debenture)</p> <p>1 1 1 by way of fixed charge</p> <p>(a) all Property and all interests in Property, and</p> <p>(b) all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>1 1 2 by way of fixed charge all plant and machinery (not charged by section 1 1 1) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 1 3 by way of fixed charge</p> <p>(a) all computers, vehicles, office equipment and other equipment (not charged by section 1 1 2), and</p> <p>(b) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(other than any which are for the time being part of the Company's stock-in-trade or work-in-progress),</p> <p>1 1 4 by way of fixed charge all the Charged Securities together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>1 1 5 by way of fixed charge</p> <p>(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and</p> <p>(b) all accounts of the Company with any bank, financial institution or other person not charged by section 1 1 5(a) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(see continuation pages)</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

- 1.1.6 by way of fixed charge all Intellectual Property
- 1.1.7 to the extent that any Assigned Asset is not effectively assigned under section 1.2, by way of fixed charge, such Assigned Asset
- 1.1.8 by way of fixed charge (to the extent not otherwise charged or assigned in the Guarantee and Debenture)
- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets and
- (b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it and
- 1.1.9 by way of fixed charge all of the goodwill and uncalled capital of the Company
- 1.2 Security Assignments
- Subject to the prior assignment to the security trustee under the Facilities Debenture, the Company has assigned absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to
- 1.2.1 the Insurances, all claims under the Insurances and all proceeds payable to it under the Insurances, and
- 1.2.2 all other Receivables (not assigned under section 1.2.1 or 1.2.2)
- 2 FLOATING CHARGE
- The Company charges and agrees to charge by way of floating charge all of its present and future
- 2.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to section 1.1 section 1.2 or any other provision of the Guarantee and Debenture and
- 2.2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.
- 3 ACCOUNTS
- No monies at any time standing to the credit of any account (of any type and however designated) of the Company with the Investor Security Trustee and/or the Investor Finance Parties (or any of them) or in which the Company has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any third party (except where such assignment is by way of Permitted Security)
- 4 NEGATIVE PLEDGE
- 4.1 Restrictions on dealing
- The Company shall not do or agree to do any of the following without the prior written consent of the Investor Security Trustee
- 4.1.1 create or permit to subsist any Security Interest on any Security Asset except a Permitted Security or to the extent such Security Interests are permitted by the Senior Facilities Agreement or the Mezzanine Facility Agreement.
- 4.1.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal or a Permitted Transaction.

MG01 - continuation page

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to section 1.2

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

"Charged Securities" means all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Guarantee and Debenture now or in future owned (legally or beneficially) by the Company held by a nominee on its behalf or in which the Company has an interest at any time

"Charging Companies" means BGPH Holdings Limited, BGPH Group Limited, BGPH Limited, Sporting Index Group Limited, Sporting Index Group Holdings Limited, DSIL Limited, Sporting Index Holdings Limited, Sporting Consultants Limited and any other company which accedes to the Guarantee and Debenture pursuant to an accession Deed

"Facilities Debenture" means the debenture dated 17 October 2005 between the companies named therein as charging companies (1) and The Royal Bank of Scotland plc (as security trustee) (2)

"Group Company" means each of the Parent and its Subsidiaries from time to time

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Company or in which the Company from time to time has an interest (but only to the extent of its interest) including, without limitation, the policies of insurance specified in Part 2 of Schedule 2 of the Guarantee and Debenture

"Intellectual Property" means any patents, trade marks, service marks, design, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, as well as the benefit of all applications and rights to use such assets of each member of the group

"Intercreditor Agreement" means the intercreditor deed dated 22 November 2005, as amended from time to time and made between inter alia the Company and the Parent

"Investor Documents" means the Investor Security Trust Deed, the Investor Loan Note Instrument, the Investor Loan Notes, the Investor Security Documents, the Investor Security Documents and any other document designated as an "Investor Document" by the Parent and the Investor Security Trustee

"Investor Finance Parties" means the Investors and Investor Security Trustee

"Investor Loan Note instrument" means the instrument dated 27 May 2011 executed by Midco constituting the Investor Loan Notes

"Investor Loan Notes" means the £2,000,000 secured loan notes together with any further loan notes including any funding bonds which may be issued by BGPH Group Limited pursuant to the Investor Loan Note Instrument

"Investor Security Documents" means the Guarantee and Debenture, any deed of accession to any Investor Security Documents and any other Security given to the Investor Security Trustee in respect of the Secured Obligations by the Company

"Investor Security Trust Deed" means the security trust deed dated 22 November 2005 as amended and restated on 27 May 2011 and entered into between the Investor Security Trustee (1), the financial institutions, funds and other persons named in schedule 1 thereto as investors (2) and the companies named in schedule 2 thereto as charging companies (3)

"Investors" means those persons identified in schedule 2 of the investment agreement made on or about the date of the Guarantee and Debenture between, inter alia, the Parent and the Investor Security Trustee and any successor, assignee or transferee of any such person and "Investor", means any of them

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 17 October 2005 as amended and restated on 28 November 2008 and entered into between (1) BGPH Holdings Limited (as parent), (2) BGPH Limited (as the company), (3) the companies listed in part 1 of schedule 1 thereto (as original guarantors), (4) the financial institutions listed in part 3 of schedule 1 thereto (as lenders), (5) HG Pooled Management Limited (as mezzanine agent), and (6) HG Pooled Management Limited (as security trustee), as the same may be amended, supplemented, novated or restated from time to time

"Midco" means BGPH Group Limited, a limited liability company incorporated in England and Wales under registered number 5364464

"Obligors" means the Charging Companies and any other Group Company that owes any obligation or is under any liability under the terms of any Investor Documents

"Parent" means BGPH Holdings Limited, a limited liability company incorporated in England and Wales under registered number 5364454

"Permitted Disposal" has the meaning given to that term

(a) before the Senior Discharge Date, in the Senior Facilities Agreement, and

(b) thereafter, in the Mezzanine Facility Agreement

"Permitted Security" has the meaning given to that term

(a) before the Senior Discharge Date, in the Senior Facilities Agreement, and

(b) thereafter, in the Mezzanine Facility Agreement

"Permitted Transaction" has the meaning given to that term

MG01 - continuation page

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Please give the short particulars of the property mortgaged or charged

Short particulars

(a) before the Senior Discharge Date, in the Senior Facilities Agreement and

(b) thereafter, in the Mezzanine Facility Agreement

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company or in which the Company has an interest at any time together with

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon

(b) all easements, rights and agreements in respect thereof

(c) all proceeds of sale of that property and

(d) the benefit of all covenants given in respect thereof

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights) and

(b) all proceeds of any of the foregoing

"Related Rights" means, in relation to any Charged Security

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition or

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

"Secured Obligations" means 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 Investor Finance Parties (or any of them) under or pursuant to any Investor Document (including all monies covenanted and/or guaranteed to be paid under the Guarantee and Debenture)

"Security" means any mortgage, pledge, lien, charge, assignment 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 created by the Guarantee and Debenture

"Security Account" means such account(s) with such bank as the Investor Security Trustee may from time to time direct together with all additions to or renewals or replacements thereof (in whatever currency)

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Guarantee and Debenture

"Security Interest" means any mortgage, pledge, lien, charge, assignment 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

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement

"Senior Facilities Agreement" means the senior sterling term and multicurrency revolving facilities agreement dated 17 October 2005 and entered into between (1) BGPH Holdings Limited (as parent), (2) BGPH Limited (as the company), (3) the parties listed in part 1 of schedule 1 thereto (as original borrowers), (4) the parties listed in part 2 of schedule 1 thereto (as original guarantors), (5) The Royal Bank of Scotland plc (as arranger), (6) the financial institutions listed in part 4 of schedule 1 thereto (as original lenders), (7) The Royal Bank of Scotland plc (as agent), (8) The Royal Bank of Scotland plc (as security trustee) and (9) The Royal Bank of Scotland plc (as original issuing bank) as the same may be amended, supplemented, novated or restricted from time to time, pursuant to which the original lenders thereunder agreed to make certain facilities available to the original borrowers thereunder

MG01 - continuation page

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"Subsidiary" of a company or corporation means any company or corporation (a) which is controlled, directly or indirectly by the first mentioned company or corporation (b) more than half the issued share capital of which is beneficially owned directly or indirectly by the first mentioned company or corporation or (c) which is subsidiary of another subsidiary of the first mentioned company or corporation and for these purposes a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

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

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 *Neil, Gabriel & Mages*

X

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

MG01

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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 John Butler

Company name Weil Gotshal & Manges

Address One South Place

Post town London

County/Region

Postcode E C 2 M 2 W G

Country

DX

Telephone 0207 903 1007



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



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. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE
DATED 2 JUNE 2011 AND CREATED BY BGPH HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO THE INVESTOR FINANCE
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 8 JUNE 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2011

P



Companies House
— for the record —



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