

MG01

Particulars of a mortgage or charge



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LASERFORM

**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**

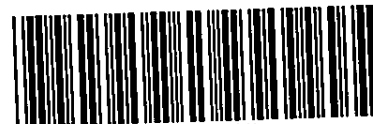
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to re-  
gister particulars of a charge for a Sc  
company. To do this, please use  
form MG01s

MONDAY



LD6 \*L12KU8YH\* #76  
13/02/2012  
COMPANIES HOUSE

1

**Company details**

Company number

5 3 6 4 4 6 4

Company name in full

BGPH GROUP LIMITED (the "Charging Company")

6

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

d 0 3 m 0 2 y 2 0 y 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

MEZZANINE DEBENTURE (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 Chargor to the Security  
Trustee and/or the other Secured Parties (or any of  
them) under or pursuant to any Finance Document  
(including all monies covenanted to be paid under  
the Deed) (the "Secured Obligations")

**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><br>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 Street                                   |  |
|  | 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><br>Please use a continuation page if you need to enter more details |
| Short particulars  | <p><b>1 GRANT OF SECURITY</b></p> <p><b>1 1 Nature of Security</b></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 the Secured Obligations.</p> <p><b>1 2 Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <p>(See the continuation pages)</p> |  |

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## 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 FIXED SECURITY

##### 2 1 Fixed charges

The Charging Company charged and agreed to charge 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

(a) by way of legal mortgage:

(1) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and

(11) all other Real Property (if any) at 3 February 2012 vested in, or charged to, the Charging Company (not charged by clause 5.1(a)(1) of the Deed);

(b) by way of fixed charge:

(1) all other Real Property and all interests in Real Property (not charged by clause 5 1(a) of the Deed); and

(11) all licences to enter upon or use land and the benefit of all other agreements relating to land,

(c) by way of fixed charge all plant and machinery (not charged by clause 5 1(a) or 5 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of fixed charge

(1) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Deed), and

(11) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of the Charging Company's stock-in-trade or work-in-progress,

(e) by way of fixed charge

(1) all the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets),

(11) all other Charged Securities (not charged by clause 5 1(e)(1) of the Deed,

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

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## Particulars of a mortgage or charge

|                   |   |  |
|-------------------|---|--|
| 6                 | <b>Short particulars of all the property mortgaged or charged</b>   |  |
|                   | Please give the short particulars of the property mortgaged or charged  |  |
| Short particulars | <p>(f) by way of fixed charge</p> <p>(1) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and</p> <p>(11) all accounts of the Charging Company with any bank, financial institution or other person not charged by clause 5 1(f)(1) of the Deed and all monies at any time standing to the credit of such accounts (excluding the Excluded Accounts and all monies at any time standing to the credit of the Excluded 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>(g) by way of fixed charge</p> <p>(1) the Intellectual Property (if any) specified in part 3 of the schedule hereto (Details of Security Assets), and</p> <p>(11) all other Intellectual Property (if any) (not charged by clause 5 1 (g)(1) of the Deed,</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (Security assignments) of the Deed, by way of fixed charge, such Assigned Asset,</p> <p>(1) by way of fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>(1) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Charging Company or the use of any of its assets, and</p> <p>(11) any letter of credit issued in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of fixed charge all of the goodwill and uncalled capital of the Charging Company</p> <p><b>2.2 Security assignments</b></p> <p>The Charging Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to</p> <p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,</p> <p>(b) the Insurances, all claims under the Insurances and all proceeds payable to it under the Insurances, and</p> |  |

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## 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>(c) all other Receivables (not assigned under clause 5 2(a) or 5 2(b) of the Deed)</p> <p>To the extent that any Assigned Asset described in clause 5.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Charging Company to any proceeds payable to it under the Insurances</p> <p><b>2 3 Assigned Assets</b></p> <p>The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p><b>3 FLOATING CHARGE</b></p> <p><b>3 1 Creation</b></p> <p>The Charging Company charged and agreed to charge by way of floating charge all of its present and future</p> <p>(a) assets and undertaking (wherever located) which are not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 5 1 (Fixed charges), clause 5 2 (Security assignments) or any other provision of the Deed, and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p> <p><b>3 2 Excluded Property</b></p> <p>Where the Charging Company has charged under clause 6 (Floating charge) of the Deed any Excluded Properties and where notice is served or proceedings commenced by the relevant third party to terminate any lease or other agreement in respect of such Excluded Property due to the restriction on charging described under clause 5 5(a) of the Deed then, having first used all reasonable endeavours to obtain the relevant consent or waiver of prohibition from such third party, the Charging Company shall promptly notify the Security Trustee of such notification and if the Security Trustee, following consultation with the Charging Company, determines that there is a reasonable likelihood of the Charging Company's interest in the Excluded Property being terminated or forfeited or otherwise curtailed or the Charging Company being otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over the Excluded Property then it shall execute such documents as are requested by the Charging Company (at the cost and expense of the Charging Company) to release such Excluded Property from the floating charge created by clause 6 (Floating charge) of the Deed</p> |  |

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## 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

#### 4 CONVERSION OF FLOATING CHARGE

##### 4.1 Conversion by notice

The Security Trustee may, by written notice to the Charging Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Charging Company specified in the notice if

(a) the Security becomes enforceable under the terms of clause 13.1 (When enforceable) of the Deed, or

(b) the Security Trustee (acting reasonably and in good faith) considers any Security Assets subject to the floating charge to be in danger of being seized or sold or otherwise in jeopardy under any form of distress, attachment, execution or other legal process

##### 4.2 Small companies

The floating charge created under the Deed by the Charging Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Charging Company

##### 4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

(a) in relation to any Security Asset which is subject to a floating charge if

(i) the Charging Company creates (or attempts or purports to create) any Security Interest (other than Permitted Security or any security permitted pursuant to paragraph (iv) of the definition of Permitted Transaction in the Senior Facilities Agreement and the Mezzanine Facility Agreement) on or over the relevant Security Asset without the prior written consent of the Security Trustee, or

(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against such Security Asset, and

(b) over all Security Assets of the Charging Company which are subject to a floating charge if an administrator is appointed in respect of the Charging Company or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

##### 4.4 Partial conversion

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## Particulars of a mortgage or charge

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|-------------------|--|--|
|                   | Please give the short particulars of the property mortgaged or charged   |  |
| Short particulars | <p>The giving of a notice by the Security Trustee pursuant to clause 7 1 (Conversion by notice) of the Deed in relation to any class of assets of the Charging Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties</p> <p><b>4 5 Reconversion to floating charge</b></p> <p>Any floating charge which has crystallised under clause 7 1 (Conversion by notice) or 7 3 (Automatic conversion) of the Deed may by notice in writing given at any time by the Security Trustee to the Charging Company be reconverted into a floating charge under clause 6 (Floating Charge) of the Deed in relation to the assets specified in such notice</p> <p><b>5 CONTINUING SECURITY</b></p> <p><b>5 1 Continuing security</b></p> <p>The Security is continuing and will extend to the ultimate balance of 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><b>5 2 Additional and separate security</b></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 other Secured Party may at any time hold for any Secured Obligation</p> <p><b>5 3 Right to enforce</b></p> <p>The Deed may be enforced against the Charging Company without the Security Trustee and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them</p> <p><b>6 LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS</b></p> <p>Notwithstanding anything contained in the Deed or implied to the contrary, the Charging Company remains liable during the Security Period to observe and perform all conditions and obligations assumed by it in relation to the Security Assets The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation</p> <p><b>7 ACCOUNTS</b></p> <p>No monies at any time standing to the credit of any account (of any type</p> |  |

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

and however designated, but for the avoidance of doubt excluding the Excluded Accounts) of the Charging Company with the Security Trustee and/or the Secured Parties (or any of them) or in which the Charging 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)

#### 8 - UNDERTAKINGS BY THE CHARGORS

##### 8 1 Negative pledge and disposals

The Charging Company 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 Security Asset except a Permitted Security or to the extent such Security Interests are permitted by the Senior Facilities Agreement;

(b) 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

##### 8 2 Not jeopardise Security

Except to the extent permitted by the Finance Documents, the Charging Company will not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

##### 8 3 Dealings with and realisation of Receivables and Security Accounts

(a) The Charging Company shall

(1) save as permitted by the Finance Documents, without prejudice to clause 11 1 (Negative pledge and disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee (not to be unreasonably withheld or delayed), sell, assign, charge, factor or discount or in any other manner deal with any Receivable

##### 8 4 Operation of Unblocked Accounts

(a) Upon the Security becoming enforceable under clause 13 1 (When enforceable) of the Deed, the Charging Company shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Unblocked Account without the prior written consent of the Security Trustee and the Security Trustee shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer



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## 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><b>9 ENFORCEMENT OF SECURITY</b></p> <p><b>9 1 No liability</b></p> <p>(a) Neither the Security Trustee, any other Secured Party nor any Receiver shall be liable (1) in respect of all or any part of the Security Assets or (2) 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>(b) Without prejudice to the generality of clause 14 5(a) of the Deed, neither the Security Trustee, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.</p> <p><b>10 SET-OFF</b></p> <p><b>10 1 Set-off rights</b></p> <p>(a) Upon the Security becoming enforceable under clause 13 1 (When enforceable) 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 Charging Company and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by any other Charging Company) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the Charging Company, 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>11 FURTHER ASSURANCES</b></p> <p><b>11 1 Further action</b></p> <p>The Charging Company shall, at its own expense, promptly take whatever action the Security Trustee (acting reasonably) or a Receiver may require</p> <p>(a) for perfecting or protecting the Security Interests intended to be created by the Deed,</p> <p>(b) upon the Security becoming enforceable under clause 13 1 (When enforceable) of the Deed, for facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or Delegate in respect of any Security</p> |  |

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## 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

Asset including the re-execution of the Deed or such Transaction Security Document, the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Trustee or to its nominee and 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, and

(c) for creating and perfecting Security in favour of the Security Trustee or the Secured Parties over any property and assets of the Charging Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document

#### 11 2 Specific security

Without prejudice to the generality of clause 20 1 (Further action) of the Deed, the Charging Company shall as soon as reasonably practicable after the request of the Security Trustee (acting reasonably) execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 7 (Conversion of Floating Charge) of the Deed) in such form as the Security Trustee may reasonably require

#### 12 POWER OF ATTORNEY

The Charging Company, by way of security, irrevocably and severally appointed the Security Trustee, each Receiver and any Delegates to be its attorney to take any action which the Charging Company is obliged to take under 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 20 (Further Assurances) of the Deed. The Charging Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

#### 13 MISCELLANEOUS

##### 13 1 Changes to the Parties

(a) The Charging Company may not assign any of its rights under the Deed

(b) The Security Trustee may assign or transfer all or any part of its rights under the Deed pursuant to the resignation or removal of the Security Trustee in accordance with the Intercreditor Agreement. The Charging Company shall, immediately upon being requested to do so by the Security Trustee (acting reasonably), enter into such documents as may be necessary to effect such assignment or transfer

##### 13 2 Tacking

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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

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

(b) The Deed secures advances already made and further advances to be made.

#### 14. RELEASE

##### 14 1 Release

Upon the expiry of the Security Period (but not otherwise) the Security Trustee and each other Secured Party shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security

##### 14 2 Reinstatement

Where any discharge (whether in respect of the obligations of the Charging Company 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 Charging Company 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.

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## 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>NOTE</p> <p>In this form</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5 2 (Security assignments) 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>(1) (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>(11) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Mezzanine Facility Agreement),</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Charged Securities" means --</p> <p>(a) the securities specified in part 2 of the schedule hereto (Details of Security Assets), and</p> <p>(b) 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 3 February 2012) as at 3 February 2012 or in future owned (legally or beneficially) by a Chargor, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,</p> <p>"Chargors" means</p> <p>(a) the Original Chargors, and</p> <p>(b) any other company which accedes to the Deed pursuant to an Accession Deed (as defined in the Deed),</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver,</p> <p>"Excluded Accounts" means any account set out in paragraphs (1) and (11) of the definition of Permitted Bank Account in the Senior Facilities Agreement,</p> <p>"Excluded Properties" means any leasehold property held by the Charging Company under a lease and any other property where the freehold is not owned where the terms of such lease or other arrangement either preclude absolutely the Charging Company from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent</p> |

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

shall not have been previously obtained,

"Finance Document" means the Mezzanine Facility Agreement, the Amendment 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 Mezzanine Agent and BGPH Holdings Limited as parent **provided that** where the term "Finance Document" is used in, and construed for the purposes of, this Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of:

- (a) the definition of "Material Adverse Effect" as defined in the Mezzanine Facility Agreement,
- (b) paragraphs (a) to (e) of the definition of "Permitted Transaction",
- (c) the definition of "Transaction Document" as defined in the Mezzanine Facility Agreement,
- (d) the definition of "Transaction Security Document";
- (e) paragraph 1 2(a)(v) of clause 1 2 (Interpretation) of the Mezzanine Facility Agreement,
- (f) clause 19 (Guarantee and Indemnity) of the Mezzanine Facility Agreement; and
- (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,

"Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, the 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)(1) of clause 1 2 (Interpretation) of the Mezzanine Facility Agreement,
- (c) paragraph (d) of the definition of Material Adverse Effect,
- (d) clause 19 (Guarantee and Indemnity) of the Mezzanine Facility

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## 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>Agreement, and</p> <p>(e) clause 28 (Conduct of Business by the Finance Parties) of the Mezzanine Facility Agreement,</p> <p>"Hedging Agreement" has the meaning assigned to that term in the Mezzanine Facility Agreement,</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Chargor or in which a Chargor from time to time has an interest (but only to the extent of its interest and excluding policies of insurance to the extent that they relate to third parties), including, without limitation, the policies of insurance (if any) specified in part 5 of the schedule hereto (Details of Security Assets),</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to</p> <p>(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 as at 3 February 2012 or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Chargor (which may as at 3 February 2012 or in the future subsist),</p> <p>(c) (including, without limitation, the intellectual property rights (if any) specified in part 3 of the schedule hereto (Details of Security Assets)),</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 17 October 2005 and made between the BGPH Holdings Limited, BGPH Limited, the other Obligors, 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 (as defined in the Intercreditor Agreement), the Investors, the Investor Security Trustee (each as defined in the Mezzanine Facility Agreement) and certain others,</p> <p>"Mezzanine Agent" means Hg Pooled Management Limited,</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 17 October as amended from time to time and made between, among others, BGPH Holdings Limited 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 or</p> |  |

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## 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>about the date of the Deed),</p> <p><b>"Obligor"</b> 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><b>"Original Chargers"</b> means the companies listed in schedule 1 to the Deed,</p> <p><b>"Original Lenders"</b> means the companies listed in part 4 of schedule 1 (The parties) of the Senior Facilities Agreement,</p> <p><b>"Permitted Bank Account"</b> means:</p> <p>(i) accounts maintained in credit with Barclays Merchant Services,</p> <p>(ii) customer monies accounts held by Sporting Index Limited with HSBC Bank plc, and</p> <p>(iii) any accounts held by any member of the Group (as defined in the Mezzanine Facility Agreement) in jurisdictions outside the United Kingdom with the prior written consent of the Mezzanine Agent (in respect of which consent shall be deemed given for the accounts held with, (in Ireland only) Bank of Ireland and (in Malta only) HSBC Bank plc);</p> <p><b>"Permitted Disposal"</b> has the meaning assigned to that term in the Mezzanine Facility Agreement,</p> <p><b>"Permitted Security"</b> has the meaning assigned to that term in the Mezzanine Facility Agreement,</p> <p><b>"Permitted Transaction"</b> has the meaning assigned to that term in the Mezzanine Facility Agreement,</p> <p><b>"Real Property"</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 3 February 2012 or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon</p> <p>(b) all easements, rights and agreements in respect thereof,</p> <p>(c) all proceeds of sale of that property, and</p> <p>(d) the benefit of all covenants given in respect thereof,</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Mezzanine Facility</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>Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <p>(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</p> <p>(b) all proceeds of any of the foregoing,</p> <p>"Receiver" means any administrator, receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Deed,</p> <p>"Related Rights" means, in relation to any Charged Security</p> <p>(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,</p> <p>(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,</p> <p>"Relevant Contract" means:</p> <p>(a) each Hedging Agreement; and</p> <p>(b) each agreement specified in part 4 of the schedule hereto (Details of Security Assets) (if any) together with each other agreement supplementing or amending or novating or replacing the same,</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 Senior Finance Party (as defined in the Deed) in its capacity as such,</p> <p>"Security" means the Security Interests created by or pursuant to the Deed,</p> <p>"Security Account" has the meaning given to that term in clause 11.6 (Dealings with and realisation of Receivables and Security Accounts) of the Deed,</p> <p>"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 Deed,</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment</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>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><b>"Security Period"</b> means the period beginning 3 February 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><b>"Senior Amendment Agreement"</b> means the amendment agreement pursuant to which the Senior Facilities Agreement was amended and restated dated 3 February 2012 and entered into between, amongst others, BGPH Holdings Limited, each other Obligor and the Agent,</p> <p><b>"Senior Facilities Agreement"</b> means the senior term loan and revolving facilities agreement dated 17 October 2005 as amended from time to time and made between BGPH Holdings Limited as parent, BGPH Limited as borrower, the companies listed therein as Original Borrowers and Original Guarantors, The Royal Bank of Scotland plc as the agent, The Royal Bank of Scotland plc as the arranger, The Royal Bank of Scotland plc as security trustee, issuing bank and ancillary lender and the persons named in that senior facilities agreement as lenders,</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>(h) paragraph 3 6 of part 1 of schedule 2 (<i>Conditions Precedent</i>) of the Mezzanine Facility Agreement,</p> <p>(i) paragraph 2 4 of part 3 of schedule 2 (<i>Conditions Precedent</i>) of the Mezzanine Facility Agreement, and</p> <p>(j) the conditions subsequent under the original terms of the Mezzanine Facility Agreement,</p> <p>the documents referred to at (a)-(c) above being the "Original Transaction Security Documents"), and</p> <p>(k) the debenture entered into on or about 3 February 2012 between the Security Trustee and the companies listed therein as charging companies to secure the obligations of the Obligors under 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

Mezzanine Facility Agreement,

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;

"Unblocked Account" means each

(1) Permitted Bank Account excluding the Excluded Accounts, and

(11) other account charged by or pursuant to the Deed

#### SCHEDULE

#### DETAILS OF SECURITY ASSETS

##### Part 1 Real Property

None as at 3 February 2012

##### Part 2 Charged Securities

| Chargor            | Name of company in which shares are held | Class of shares held                    | Number of shares held |
|--------------------|--|---|-----------------------|
| BGPH Group Limited | BGPH Limited                             | Ordinary Shares of £0 50 each           | 36,562,507            |
| BGPH Group Limited | BGPH Limited                             | Cumulative Preference Shares of £1 each | 1,830,391             |

##### Part 3 Intellectual Property

None as at 3 February 2012

##### Part 4 Relevant Contracts

None as at 3 February 2012

##### Part 5 Insurances

None as at 3 February 2012

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 |  |  |

# 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 Weil, Gohner & Manges 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 **Tayyibah Arif**

Company name  
**Weil, Gotshal & Manges**

Address **110 Fetter Lane**

**London**

Post town

County/Region

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

Country **United Kingdom**

DX

Telephone **020 7903 1374**



### 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 [enquires@companieshouse.gov.uk](mailto:enquires@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. 5364464  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MEZZANINE DEBENTURE DATED  
3 FEBRUARY 2012 AND CREATED BY BGPH GROUP LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
ANY CHARGOR 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 13 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 FEBRUARY  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES