

MG01

Particulars of a mortgage or charge

226 582 / 13



iris
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 for

You cannot use this form to register particulars of a mortgage or charge in Scotland. To do this you must use form MG01s

MONDAY



LD7

LE30SQ3N

20/12/2010

30

COMPANIES HOUSE

please
visit
gov.uk

if original use

1

Company details

Company number 05418426

Company name in full PPH0 Limited (the **Chargor**)

→ **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 d1 d4 m1 m2 y2 y0 y1 y0

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

A security agreement dated 14 December 2010 between, among others, the **Chargor** and The Royal Bank of Scotland plc (the **Facility Agent**) as agent and trustee for the Finance Parties (as defined below) (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 in any other capacity whatsoever) of each Obligor (as defined below) to each Finance Party (as defined below) under each Finance Document (as defined below) (except for any obligation which, if it were so included, would result in the Deed contravening Sections 678 or 679 of the Companies Act 2006), but including those obligations and liabilities as they are amended by the Second Supplemental Agreement (as defined below) (the **Secured Liabilities**)

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

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R B

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 See continuation sheets

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

N11

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 866).

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 870). 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 Allen & Overy LLP 20.12.2010 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 SSIM 0011398-0003812

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 2858



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

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. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed

- (i) is created in favour of the Facility Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties

(c) All the security created under Clause 2.2 (Shares) of the Deed

- (i) is created in case the security created by the Original Mortgage of Shares does not secure all of the Secured Liabilities, and
- (ii) is created in addition to and does not affect the security created by the Original Security Agreement

(d) Where Clause 2.2 (Shares) purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Mortgage of Shares until such time as the Security Interest created by the Original Mortgage of Shares ceases to have effect

1.2 Shares

The Chargor charges

- (a) by way of a first legal mortgage all the Shares owned by it or held by any nominee on its behalf, and
- (b) by way of a first fixed charge all Related Rights

1.3 Subordinated Debt

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

0011398-0003812 BK 15769669 3

1

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

(a) in respect of the Subordinated Debt, and

(b) under each Subordinated Document

In this form MG01

A Lender means The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Agreement

Administrative Party means the Arranger or the Facility Agent

Arranger means The Royal Bank of Scotland plc

Assignment of Rent means an assignment of rent entered into or to be entered into by the Company in favour of the Facility Agent

B Lender means The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc, Deutsche Pfandbriefbank AG, Banco Popolare S C, London Branch and The Co-operative Bank plc

Back End Fee Agreement means the fee agreement entered into by reference to the Agreement between the Company, the Facility Agent and PBB setting out the amount of a certain fees payable to PBB

Company means PPH1 Limited (registered number 5410412)

Confirmatory Security Agreement means a confirmatory security agreement entered into or to be entered into to confirm the security constituted by any other Security Agreement

Counterparty means the Original Counterparty or an Additional Counterparty

Credit Agreement means the credit agreement between, among others, the Company and the Facility Agent dated 27 November 2006 (as amended by a letter dated 20 April 2007 and supplemental agreements dated 10 May 2007 and 14 December 2007)

Deed of Confirmation means a deed of confirmation entered into or to be entered into to confirm the security constituted by any Standard Security or Assignment of Rent

Fee Letter means any letter entered into by reference to the Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Agreement

Finance Document means

0011398-0003812 BK 15769669 3

2

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

- (a) the Credit Agreement,
- (b) a Supplemental Agreement,
- (c) a Security Document,
- (d) any Hedging Arrangement,
- (e) a Subordination Agreement,
- (f) the Intercreditor Agreement,
- (g) a Fee Letter,
- (h) the Back End Fee Agreement,
- (i) a Transfer Certificate,
- (j) a Counterparty Accession Agreement,
- (k) an Environmental Indemnity,
- (l) the Tax Indemnity, or
- (m) any other document designated as such by the Facility Agent and the Company

Finance Parties means a Lender, a Counterparty, PBB or an Administrative Party

Hedging Arrangement means any interest hedging arrangements entered into by the Company in connection with interest payable under the Agreement

Intercreditor Agreement means the intercreditor agreement dated 22 December 2006 as amended and restated on or about the date of the Second Supplemental Agreement between, among others, the Company, the Lenders and the Facility Agent

Lender means

- (a) an A Lender, or
- (b) a B Lender

Liability means any present or future liability (actual or contingent), together with

- (c) any permitted novation, deferral or extension of that liability,

0011398-0003812 BK 15769669 3

3

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

- (d) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (e) any claim for damages or restitution in the event of rescission of that liability or otherwise,
- (f) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise, and
- (g) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings

Mortgage of Shares means a mortgage of the shares of the Company, substantially in the form of Schedule 7 (Form of Mortgage of Shares) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

Obligor means the Chargor or the Company

Original Counterparty means The Royal Bank of Scotland plc

Original Mortgage of Shares means the mortgage of shares dated 22 December 2006 between the Company and the Facility Agent

Original Security Agreement means the security agreement dated 22 December 2006 between the Company and the Facility Agent

Party means a party to the Credit Agreement

PBB means Deutsche Pfandbriefbank AG

Related Rights means

- (a) any dividend or interest paid or payable in relation to any Shares, and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Second Supplemental Agreement means the supplemental agreement dated 14 December 2010 between, amongst others, the Parties amending and restating the Agreement

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to each Finance Party under each Finance Document (except for any obligation

0011398-0003812 BK 15769669 3

4

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

which, if it were so included, would result in the Deed contravening Sections 678 or 679 of the Companies Act 2006), but including those obligations and liabilities as they are amended by the Supplemental Agreement

Security Agreement means a security agreement in the form of Schedule 6 (Form of Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

Security Document means

- (a) a Security Agreement,
- (b) a Mortgage of Shares,
- (c) a Shareholder's Security Agreement,
- (d) a Standard Security,
- (e) an Assignment of Rent,
- (f) a Supplemental Security Agreement,
- (g) a Confirmatory Security Agreement,
- (h) a Deed of Confirmation, or
- (i) any other document designated as such by the Facility Agent and the Company

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Shareholder's Security Agreement a confirmatory charge over the shares of the Company and an assignment of subordinated Debt substantially in the form of Schedule 8 (Form of Shareholder's Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

Shares means all of the shares in the share capital of the Company

Standard Security means a standard security entered into or to be entered into by the Company in favour of the Facility Agent

Subordinated Creditor means PPH0 Limited (registered number 5418426)

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

Subordination Agreement means a subordination agreement, substantially in the form of Schedule 9 (Form of Subordination Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

Subordinated Debt means all Liabilities payable or owing by the Company to the Subordinated Creditor

Subordinated Document means any document evidencing or recording the terms of any Subordinated Debt

Supplemental Agreement means

- (a) the letter dated 20 April 2007 between, amongst others, the Company and the Facility Agent amending the Agreement,
- (b) the supplemental agreement dated 10 May 2007 between, amongst others, the Company and the Facility Agent amending the Agreement, or
- (c) the Second Supplemental Agreement

Supplemental Security Agreement means a supplemental security agreement in the form of Schedule 10 (Form of Supplemental Security Agreement) with such amendments as the Facility Agent may approve or reasonably require



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5418426
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 14
DECEMBER 2010 AND CREATED BY PPH0 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO EACH FINANCE PARTY 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 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER
2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES