

MG01

Particulars of a mortgage or charge



220004/52

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 a company. To do this, please use form MG01s

WEDNESDAY



LD2 14/07/2010 19

COMPANIES HOUSE

1 Company details

Company number 0 5 5 6 2 5 4 3

Company name in full Lambs Support Services Limited (the "Charging Company")

3 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 d0 d1 m0 m7 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 Deed of Accession and Charge dated 1 July 2010 and made between the Charging Company, Craegmoor Group (No 3) Limited (as Parent) and Barclays Bank PLC (as Security Agent for the Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form MG01)) (the "Deed of Accession") to a Debenture (as defined in the Continuation Pages to Section 6 of this Form MG01)

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

References in this Form MG01 to the Deed of Accession or to any other document (including any Finance Document) include reference to the Deed of Accession, or to such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made under such document

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

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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 Barclays Bank PLC

Address (in its capacity as Security Agent for the Beneficiaries)

5 North Colonnade, London

Postcode E 1 4 4 B 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

In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Deed of Accession unless otherwise specified. References in this Form MG01 to the Accession Deed or to any other document (including any Finance Document) include reference to the Deed of Accession, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Deed of Accession and which must be read as part of those changes.

The Deed of Accession creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:

Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent
 - (a) the benefit of all of its Acquisition Agreement Claims,
 - (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (other than in respect of Excluded Insurance Policy Amounts),
 - (c) all of its rights, title and interest from time to time in respect of the Hedging Agreements, and
 - (d) all of its rights, title and interest from time to time in respect of any Structural Intra-Group Loans

PLEASE ALSO SEE ATTACHED CONTINUATION SHEETS

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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

Not applicable

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 *Hogan Lovells International LLP* X

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

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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 F3/ABM/SM/001BB 58007

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town

County/Region London

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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

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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		Continuation Page 1
	<p>2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent (and subject to sub-paragraph (c)(i) of Clause 3 7 (<i>Lessor's consent</i>) and to paragraph (a) of Clause 3 8 (<i>Assets subject to restrictions on charging</i>) of the Principal Deed)</p> <p>(a) by way of legal mortgage, all Land (other than the Excluded Mortgage Properties and the Excluded Security Properties) in England and Wales vested in it at the Deed Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Deed of Accession, in each case as described in Schedule 1 (<i>Registered Land to be Mortgaged</i>),</p> <p>(b) by way of legal mortgage, all other Land (other than the Excluded Mortgage Properties and the Excluded Security Properties) in England and Wales vested in it at the Deed Date and not registered at the Land Registry,</p> <p>(c) by way of fixed charge</p> <p>(i) all other Land which is at the Deed Date, or in the future becomes, its property,</p> <p>(ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Deed Date or in the future belonging to it,</p> <p>(iii) any Material Consent Lease which at the Deed Date, or in the future becomes, its property where, at the Deed Date or in the future, the landlord's consent to create fixed Security over such lease has been obtained,</p> <p>(iv) all plant and machinery at the Deed Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4,</p> <p>(v) all rental and other income and all debts and claims at the Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,</p> <p>(vi) all Specified Investments which are its property at the Deed Date, including all proceeds of sale derived from them,</p> <p>(vii) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>Continued...</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

Continuation Page 2

- (viii) all Derivative Rights of a capital nature at the Deed Date or in the future accruing or offered in respect of its Specified Investments,
- (ix) all Derivative Rights of an income nature at the Deed Date or in the future accruing or offered at any time in respect of its Specified Investments,
- (x) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments,
- (xi) all Insurance Policies at the Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Deed Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such Insurance Policies (including the benefit of all claims arising and all money payable under them) other than in respect of Excluded Insurance Policy Amounts and apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Deed of Accession,
- (xii) all its goodwill and uncalled capital for the time being,
- (xiii) all Specified Intellectual Property belonging to it,
- (xiv) all other Intellectual Property belonging to it at the Deed Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xvi) the benefit of all agreements and licences at the Deed Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvii) all its rights at the Deed Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xiii) to (xvii) inclusive,
- (xix) all trade debts at the Deed Date or in the future owing to it,

Continued...

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation Page 3
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>(xx) [intentionally left blank],</p> <p>(xxi) all other debts at the Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,</p> <p>(xxii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (<i>Assignments</i>),</p> <p>(xxiii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,</p> <p>(xxiv) any beneficial interest, claim or entitlement it has to any pension fund at the Deed Date or in the future,</p> <p>(xxv) all rights, money or property accruing or payable to it at the Deed Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Deed of Accession,</p> <p>(xxvi) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and</p> <p>(xxvii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them</p> <p>3 The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge (and subject to sub-paragraph (c)(ii) of Clause 3 7 (<i>Lessor's consent</i>) and to paragraph (b) of Clause 3 8 (<i>Assets subject to restrictions on charging</i>) of the Principal Deed)</p> <p>(a) all its Assets (other than the Excluded Security Properties), except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (<i>Assignments</i>) or charged by any fixed charge contained in Clause 4 (<i>Fixed security</i>), including any Assets (other than the Excluded Security Properties) comprised within a charge which is reconverted under Clause 4.4 (<i>Reconversion</i>) of the Principal Deed, and</p> <p>(b) without exception, all its Assets (other than the Excluded Security Properties) in so far as they are for the time being situated in Scotland,</p> <p>Continued...</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

Continuation Page 4

but (except where such action is either permitted or not prohibited by the terms of the Finance Documents) in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale, transfer or disposal in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

The parties agree (without limitation to the general nature of the Charging Company's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in the Deed of Accession as if set out in full in the Deed of Accession

Definitions

"Acquisition Agreement" means the agreement dated on or about 1 July 2010 relating to the sale and purchase of the entire issued share capital of Lambs Support Services Limited, a company incorporated under the laws of England and Wales with registered number 05562543 and the sale and purchase of the Property (as defined in the Acquisition Agreement) and made between the Charging Company and the Vendors

"Acquisition Agreement Claims" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document

"Acquisition Documents" means the Acquisition Agreement and the Disclosure Letter, the Property Contract and the Tax Deed (each as defined in the Acquisition Agreement), and any other document designated an "Acquisition Document" by the Agent and the Parent

"Assets" means all of the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty

"Chargor" means Craegmoor Group (No 3) Limited (6628024) (formerly Miro Mezzo Limited) and Craegmoor Group (No 4) Limited (6628016) (formerly Miro Acquisitions Limited), the Charging Company and each other company which executes a Deed of Accession to the Debenture and any company which subsequently adopts the obligations of a Chargor

Continued...

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation Page 5
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6 1 (<i>Collection Account</i>)</p> <p>"Deed Date" means 1 July 2010</p> <p>"Derivative Rights" includes</p> <ul style="list-style-type: none"> (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise, (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and (c) stock, shares and securities offered in addition to or in substitution for any Investments <p>"Excluded Insurance Policy Amounts" means any sums payable to the Charging Company pursuant to any Insurance Policy where such sums</p> <ul style="list-style-type: none"> (a) relate to third party liability, business interruption or similar claims, or (b) are in an amount of less than £1,000,000 for any single claim or series of related claims, or (c) relate to Insurance Policies in respect of which the Charging Company (or other member of the Group) is not the beneficiary, such that such Insurance Policies do not form part of the assets of the Charging Company (or other member of the Group), <p>"Facilities Agreement" means the facilities agreement dated 18 July 2008 and made between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as Parent), Miro Acquisitions Limited (as Company), Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Mandated Lead Arrangers) and Barclays Bank PLC (as Agent, Issuing Bank and Security Agent)</p> <p>"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement</p> <p>"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (<i>Assignments</i>) or within a mortgage or fixed charge created by Clause 3 2 (<i>Fixed security</i>) of the Principal Deed</p> <p>"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (<i>Creation of Floating Charge</i>) but, in relation to Assets situated in</p> <p>Continued ..</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		

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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 style="text-align: right;">Continuation Page 6</p> <p>Scotland and charged by clause 3 3(b) only in so far as concerns the floating charge over that Asset of the Principal Deed</p> <p>"Group" means Parent and Subsidiaries</p> <p>"Hedge Counterparties" has the meaning given to that term in the Intercreditor Agreement</p> <p>"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time.</p> <p>"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights</p> <p>"Intellectual Property Rights" in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xiii) to (xviii) inclusive of Clause 3 2 (<i>Fixed security</i>) of the Principal Deed</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 18 July 2008 as amended and restated on 29 August 2008 and made between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as the Parent), Barclays Bank PLC (as Security Agent, Senior Agent and Mezzanine Agent), Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Senior Arrangers and Mezzanine Arrangers), the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Investors, the Obligors, the Intercompany Creditors and the Intercompany Debtors (each term as defined therein)</p> <p>"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise</p> <p>"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)</p> <p>"Mandatory Prepayment Account" has the meaning given to it in the Facilities Agreement</p> <p>"Material Consent Lease" means any Material Lease (other than the Excluded Security Properties and any lease referred to in paragraph (a) or (b) of the term Excluded Fixed Charge Properties) where the consent of the lessor is required in order for the creation of Security over</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Continued...

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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 style="text-align: right;">Continuation Page 7</p> <p>such lease</p> <p>"Mezzanine Agent" means Barclays Bank PLC and includes any successor agent appointed pursuant to the Mezzanine Facility Agreement at any time</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated on or around the date of the Debenture between Miro Mezzco Limited (as Parent), Miro Acquisitions Limited (as Borrower), the Original Guarantors, the Original Lenders, Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Arrangers) and Barclays Bank PLC (as Agent and Security Agent) (each term as defined therein)</p> <p>"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Funding Note and any other document designated as such by the Agent and the Parent and/or the Borrower (and for this purpose terms referred to in this definition shall have the meanings given to them in the Mezzanine Facility Agreement)</p> <p>"Mezzanine Finance Party" means the Mezzanine Agent, each Arranger (as defined in the Mezzanine Facility Agreement), the Security Agent, the Lenders (as defined in the Facilities Agreement) and any Hedge Counterparty</p> <p>"Parent" means Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) a limited company incorporated in England and Wales under the Companies Acts (as defined in the 2006 Act) with registered number 06628024</p> <p>"Permitted Security" has the meaning given to that term in the Facilities Agreement</p> <p>"Principal Deed" means the debenture dated 18 July 2008 between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) and Craegmoor Group (No 4) Limited (formerly Miro Acquisitions Limited) (as Chargors) and the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed</p> <p>"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments</p> <p>"Secured Sums" 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 Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with</p> <p>Continued...</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent and/or the Company (each as defined in the Facilities Agreement)

"Senior Finance Party" means the Agent, each Arranger, the Security Agent, the Lenders, the Issuing Bank, a Hedge Counterparty and any Ancillary Lender (each as defined in the Facilities Agreement unless otherwise defined in this Schedule)

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking if in section 1162(2)(a) of the 2006 Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Structural Intra-Group Loan" means the loan made by the Company to Craegmoor Group Limited as specified in the Structure Memorandum (and for this purpose terms referred to in this definition shall have the meanings given to them in the Facilities Agreement)

"Subsidiaries" has the meaning given to that term in the Facilities Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5562543
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 1 JULY 2010 AND CREATED BY LAMBS
SUPPORT SERVICES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR
ANY OF THE BENEFICIARIES 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 14 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JULY 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES