

MG01

128361 / 13.

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

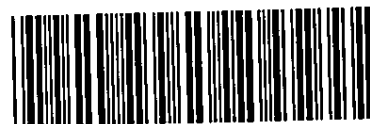
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

FRIDAY



LWPKUFBA

LD3

27/11/2009

172

COMPANIES HOUSE

1

Company details

Company number

0 5 8 5 7 5 5 2

Company name in full

Citysprint Shared Services Limited

(the "Company")

→ 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

d2 d4 m1 m1 y2 y0 y0 y9

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

Debenture made between the Company and the Security Trustee (as defined below) (the "Debenture")

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Amount secured

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

Amount secured

All moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Beneficiaries on any current or other account whatsoever pursuant to the Finance Documents, in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or

(See Continuation Page 1)

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

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

Name	The Royal Bank of Scotland plc (the "Security Trustee")									
Address	36 St Andrew's Square									
	Edinburgh									
Postcode	E	H	2		2	Y	B			
Name										
Address										
Postcode										

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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

Pursuant to Clause 4 of the Debenture, by way of continuing security in favour of the Security Trustee for the payment and discharge of the Secured Liabilities, the Company with full title guarantee has charged to the Security Trustee or assigned to the Security Trustee (as the case may be) the property set out below in the manner set out below. (Each assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only):

(a) **Scheduled Property**

By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture.

(b) **Other Property**

By way of first fixed charge the Property (except the Scheduled Property validly charged in Clause 4.1 (*Scheduled Property*) above) and all Rights relating to such Property.

(c) **Contracts**

By way of absolute legal assignment, the Contracts.

(d) **Book Debts**

By way of first fixed charge, the Book Debts.

(e) **Plant and Machinery**

By way of first fixed charge, the Plant and Machinery.

(f) **Shares and Derivative Assets**

By way of legal mortgage, the Shares and Derivative Assets.

(See Continuation Pages 2, 3, 4 & 5)

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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

Nil

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).

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Signature

Please sign the form here.

Signature

Signature

X Benin Leigh Purne Ltd 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 EHAN/26647.3/11110703

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country England

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

①

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Amount secured

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

Amount secured

(g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Beneficiaries for or at the request of the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges (the "**Secured Liabilities**").

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(g) **Goodwill**

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company.

(h) **Floating charge**

By way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to Clause 4.1 (*Scheduled Property*) to Clause 4.7 (*Goodwill*) (inclusive) of the Debenture). Such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act, the provisions of such paragraph applying to such floating charge.

Restrictions

Pursuant to Clause 4.9 of the Debenture, until the relevant consents shall have been obtained there shall be excluded from the charges created by Clause 4.1 (*Scheduled Property*) and Clause 4.2 (*Other property*) and the further assurance provisions as set out in Clause 6 (*Further assurance*) and leasehold property held by the Company under a lease, the terms of which either preclude absolutely the Company from creating any charge over its leasehold interest in such property or require the consent of any third party to the creation of such charge and such consent shall not have been previously obtained (each an "**Excluded Property**").

With regard to each Excluded Property, the Company has undertaken on request for security pursuant to the provisions in Clause 4.1 (*Scheduled Property*) or Clause 4.2 (*Other Property*) from the Security Trustee made on the date of the Debenture to make application for a consent of the relevant third party to the creation of the charges contained in such Clauses or Clause 6 (*Further assurance*) as the case may be within ten days of the date of such request in respect of each lease (which provides that the relevant third party will not unreasonably withhold its consent) and to use all reasonable endeavours to obtain such consent as soon as practicable and to keep the Security Trustee informed of the progress of its negotiations with such third party.

Promptly upon receipt of the relevant third party's consent, the relevant Excluded Property shall then be charged to the Security Trustee pursuant to the terms of Clause 4.1 (*Scheduled Property*). If required by the Security Trustee in respect of any Excluded Property at any time following such receipt, the Company shall execute a valid legal mortgage in such form as the Security Trustee shall reasonably require.

Negative Pledge

Pursuant to Clause 8 of the Debenture, save as otherwise provided in the Syndicated Facilities Agreement, the Company shall not:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property, other than the assignment of Book Debts to the Receivables Finance Lender in accordance with the terms of the Receivables Finance Facility Agreement;
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;

(See Continuation Page 3)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- (d) do, cause or permit to be done anything which may in the opinion of the Security Trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee (whether monetary or otherwise) of the whole or any part of the Charged Property; or
- (e) release, exchange compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Debenture.

Definitions

"**Agent**" means The Royal Bank of Scotland plc.

"**Arranger**" means The Royal Bank of Scotland plc.

"**Beneficiaries**" means each and all of the Arranger, the Agent, the Security Trustee, the Lenders and the Hedge Counterparty.

"**Book Debts**" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets),

other than any book or other debts absolutely and effectively vested or which are intended to, but for any reason, do not vest absolutely and effectively in the Receivables Finance Lender under the terms of the Receivables Finance Facility Agreement.

"**Charged Property**" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Trustee pursuant to the Debenture.

"**Contracts**" means all the Company's rights, title, interest and benefit in and to:

- (a) all the agreements short particulars of which are set out in Schedule 2 of the Debenture (and repeated below) (*The Contracts*); and
- (b) any contract in respect of the whole or any part of the Charged Property to which the Company is a party,

as from time to time modified, amended, varied, supplemental or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same.

"**Derivative Assets**" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described.

(See Continuation Page 4)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Finance Documents" bears the meaning ascribed to it under the Syndicated Facilities Agreement.

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which is or has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the provisions of the Intercreditor Deed.

"Intercreditor Deed" bears the meaning ascribed to it under the Syndicated Facilities Agreement.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (*Changes to the Lenders*), which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

"Nominees" means the Security Trustee, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Security Trustee from time to time.

"Party" means a party to the Syndicated Facilities Agreement or, where the context admits, a party to a Finance Document.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Company.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property.

"Rights" means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest).

(See Continuation Page 5)

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="304 342 1031 376">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="395 398 1430 492">"Scheduled Property" means all the property short particulars of which are set out in Schedule 1 of the Debenture (and repeated below) (<i>The Scheduled Property</i>) (if any), including, without limitation, all Fixtures on such property.</p> <p data-bbox="395 521 1102 555">"Security Trustee" means The Royal Bank of Scotland plc.</p> <p data-bbox="395 584 1054 618">"Shares" means all stocks, shares and other securities:</p> <p data-bbox="395 647 1469 806">(a) listed in Schedule 4 of the Debenture (and repeated below) (<i>The Shares</i>); or</p> <p data-bbox="395 710 1469 806">(b) for which the stock or share certificates or other documents of title have from time to time been deposited by the Company with the Security Trustee or its Nominees or which are held to the order of the Security Trustee,</p> <p data-bbox="421 835 1477 960">in each case whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Security Trustee or its Nominees for the purposes of creating security, safe custody, collection or otherwise.</p> <p data-bbox="421 990 1477 1084">"Syndicated Facilities Agreement" means the Syndicated Facilities Agreement dated 24 November 2009 and made between, amongst others, the Company and the Security Trustee.</p> <p data-bbox="874 1115 1019 1149" style="text-align: center;">Schedule 1</p> <p data-bbox="788 1178 1106 1211" style="text-align: center;">The Scheduled Property</p> <p data-bbox="916 1240 979 1274" style="text-align: center;">None</p> <p data-bbox="874 1366 1019 1400" style="text-align: center;">Schedule 2</p> <p data-bbox="852 1429 1042 1462" style="text-align: center;">The Contracts</p> <p data-bbox="916 1491 979 1525" style="text-align: center;">None</p> <p data-bbox="874 1617 1019 1650" style="text-align: center;">Schedule 4</p> <p data-bbox="874 1680 1019 1713" style="text-align: center;">The Shares</p> <p data-bbox="916 1742 979 1776" style="text-align: center;">None</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5857552
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24
NOVEMBER 2009 AND CREATED BY CITYSPRINT SHARED
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO 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 27 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 DECEMBER
2009

Dx/CH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES