

MG01

Particulars of a mortgage or charge

23/08/2012



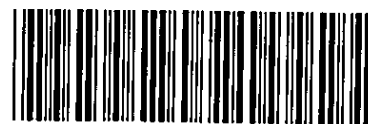
A fee is payable with this form.

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

FRIDAY



LD8 31/08/2012 #185
COMPANIES HOUSE

1 Company details

Company number 05887559

Company name in full Mouchel Holdings Limited (the **Chargor**)

For official use

Filing 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 25/08/2012

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 English law governed debenture dated 25 August 2012, between, among
others, the Chargor and the Security Agent (as defined below) as security
agent and trustee for the Secured Parties (as defined below) (the **Deed**)

4 Amount secured

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

Amount secured (1) 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 any Finance Party (as defined below)
under each Finance Document (as defined below) to
which an Obligor is a party, except for any
obligation which, if it were so included, would
result in the Deed contravening Section 678 or 679
of the Companies Act 2006, and

(11) the Pension Scheme Obligations (as defined
below) (together the **Secured Liabilities**)

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 The Royal Bank of Scotland plc (the **Security Agent**)

Address Level 5, 135 Bishopsgate

London

Postcode E C 2 M 3 U R

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 sheet

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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 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 870).

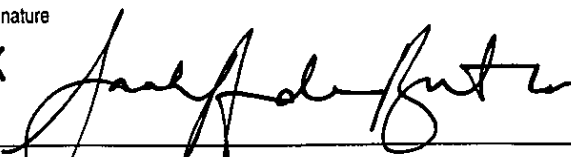
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Hugh Drummond**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town

County/Region **London**

Postcode **E 1 6 A D**

Country

DX

Telephone **+44 20 3088 2408**



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.1 General

(a) All the security created under the Deed

- (i) is created in favour of the Security Agent,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment 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) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document

- (i) the Chargor must notify the Security Agent promptly,
- (ii) the Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
- (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed

(c) If requested by the Chargor, the Security Agent shall

- (i) release from the floating charge created pursuant to Paragraph 1 10 (Floating charge) of these particulars any contract, licence or other agreement (a **Restricted Contract**) to which the Chargor is a party under the terms of which the Chargor has undertaken not to create a Security Interest over that Restricted Contract, and/or
- (ii) release from the fixed charge created pursuant to Paragraph 1 3 (Investments) of these particulars and from the floating charge created pursuant to Paragraph 1 10 (Floating charge) of these particulars any Investment that is held by the Chargor pursuant to an agreement under the terms of which the Chargor has undertaken not to create a Security Interest over that Investment (a **Restricted Investment Agreement**),

in each case, where the counterparty to that Restricted Contract or Restricted Investment Agreement (as applicable) takes any formal steps against the Chargor to terminate that Restricted Contract or Restricted Investment Agreement on the grounds that its consent had not been obtained for the creation of the applicable Security Interest created under the Deed over that Restricted Contract or Restricted Investment Agreement, provided that, in each case, the Facility Agent (acting reasonably) determines that such release will have no adverse impact on the status of the floating charge created pursuant to Paragraph 1 10 (Floating charge) of these particulars as a qualifying floating charge (for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986)

(d) The Security Agent holds the benefit of the Deed on trust for the Secured Parties

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1.2 Land

(a) The Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property

(b) A reference in this Subparagraph to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Investments

(a) The Chargor charges

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

(b) A reference in this Subparagraph to a mortgage or charge of any stock, share, debenture, bond or other security includes

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

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

1.5 Restricted credit balances

The Chargor charges by way of first fixed charge all of its rights in respect of any amount

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standing to the credit of any Restricted Account and the debt represented by it

1.6 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

1.7 Other contracts

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

- (a) (except to the extent that it is subject to any fixed security created under any other term of this Paragraph) the agreements (if any) specified in Schedule 2 (Security Assets) of the Deed under its name under the heading **Relevant Contracts** and any other agreement that is agreed to be a Relevant Contract by the Security Agent and the Chargor,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

1.8 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
 - (b) any copyright or other intellectual property monopoly right, or
 - (c) any interest (including by way of licence) in any of the above,
- in each case whether registered or not and including all applications for the same

1.9 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

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1.10 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Paragraph
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under this Subparagraph into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding, or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Subparagraph may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986
- (d) The floating charge created by this Subparagraph will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed to the Chargor or the Security Agent receives notice of an intention to appoint an administrator to the Chargor
- (e) The floating charge created by this Subparagraph is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or permit to subsist any Security Interest on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement

3. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (c) creating, perfecting or protecting any security intended to be created by this Deed, or
- (d) facilitating the realisation of any Security Asset, or the exercise of any right, power or

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discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient

4. INTERPRETATION

Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

Accession Agreement means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

Additional Borrower means a member of the Group which becomes a Borrower after the date of the Credit Agreement

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement

Administrative Party means an Arranger or the Facility Agent

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company

Ancillary Facility means any bonding facility required in connection with the business of the Group and established under Clause 6 (Ancillary Facilities) of the Credit Agreement

Ancillary Facility Document means any document evidencing any bilateral Ancillary Facility which a Lender may make available under the Credit Agreement in place of all or part of its Facility B Commitment

Ancillary Lender means a Lender which becomes an ancillary lender under Clause 6 (Ancillary Facilities) of the Credit Agreement

Arranger means each of

- (a) Barclays Bank PLC,
- (b) Lloyds TSB Bank plc, and
- (c) The Royal Bank of Scotland plc

Assignment and Subscription Agreement means the assignment and subscription agreement

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between, among others, the Company and the Original Lenders, dated 25 August 2012

Bond means a performance bond, letter of credit, guarantee, indemnity or other instrument (including, without limitation, bid, tender, warranty, trade debt, performance or advance payment guarantees) substantially in the form requested by the relevant Borrower and agreed by the Facility Agent and the relevant Issuing Bank

Borrower means an Original Borrower or an Additional Borrower

Company means MRBL Limited

Credit Agreement means a £179,920,500 (originally £170,000,000) credit facilities agreement dated 26 January 2011, as amended and restated on 29 November 2011, as amended on 28 March 2012, as amended on 31 July 2012 and as amended by the Assignment and Subscription Agreement and the Second Amendment and Restatement Agreement,

Event of Default means an event or circumstance specified as such in Clause 23 (Default) of the Credit Agreement

Existing Facility means the £190,000,000 facility agreement between, among others, Mouchel Group plc (now Mouchel Group plc (in administration)) and certain of its Subsidiaries and The Royal Bank of Scotland plc as Agent, originally dated 1 August 2007 (as amended and restated from time to time)

Existing Hedging Arrangement means each of the following Hedging Arrangements in effect on the date of the Intercreditor Agreement between an Obligor and a Hedge Counterparty

- (a) an interest rate swap, trade date 11 April, 2011, effective date 1 November, 2012, for a notional principal amount of £17,722,500 bank reference number, 1dn01c90b55/7176706B/4821284 between Mouchel Finance Limited and Barclays Bank PLC,
- (b) an interest rate swap trade date 25 June, 2009, effective date 3 August 2009 for a notional principal amount of £30,000,000, bank reference number 3268227B/0, between Mouchel Finance Limited and Barclays Bank PLC,
- (c) an interest rate swap trade date 17 December, 2007, effective date 17 December 2007 for a notional principle amount of £10,000,000, original transaction reference number 1S07012810 between Mouchel Finance Limited and Lloyds TSB Bank plc,
- (d) an interest rate swap trade date 14 November, 2008 effective date 14 November, 2008 for a notional principal amount of £10,000,000 original transaction reference 3765722LN / 214876 between Mouchel Finance Limited and Lloyds TSB Bank plc,
- (e) an interest rate swap agreement, trade date 11 April 2011, effective date 1 November, 2012 for a notional principle amount of £21,547,500, transaction reference number 2417129LS/2555319 between Mouchel Finance Limited and Lloyds TSB Bank plc,
- (f) an interest rate swap agreement, trade date 17 December, 2007 effective date 17 December, 2007 for a notional principal amount of £10,000,000 transaction reference

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number D19143304 between Mouchel Finance Limited and National Westminster Bank PLC, and

- (g) an interest rate swap agreement trade date 11 April 2011, effective date 1 November 2012 for an original notional principle amount of £24,480,000 reducing to £23,040,000 on 1 August 2013, transaction reference number D010582215645, between Mouchel Finance Limited and National Westminster Bank PLC

Facility means a credit facility made available under the Credit Agreement

Facility Agent means The Royal Bank of Scotland plc

Facility B Commitment means

- (a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) to the Credit Agreement under the heading **Facility B Commitments** and the amount of any other Facility B Commitment it acquires, and

- (b) for any other Lender, the amount of any Facility B Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement

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

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) the Intercreditor Agreement,
- (d) an Ancillary Facility Document,
- (e) a Fee Letter,
- (f) the Hedging Arrangements,
- (g) the Hedging Letter,
- (h) a Transfer Certificate,
- (i) an Accession Agreement,
- (j) an accession agreement to the Intercreditor Agreement,
- (k) a Resignation Request,
- (l) the First Amendment and Restatement Agreement,

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(m) the Second Amendment and Restatement Agreement, or

(n) any other document designated as such by the Facility Agent and the Company

Finance Party means a Lender, an Ancillary Lender, a Hedge Counterparty, the Security Agent, an Issuing Bank or an Administrative Party

First Amendment and Restatement Agreement means the agreement dated 29 November 2011 made between, amongst others, Mouchel Group plc (in administration) and the Facility Agent, pursuant to which the terms of the Credit Agreement were amended and restated

Group means the Company and its Subsidiaries for the time being and **Group Company** and **member of the Group** shall be construed accordingly

Guarantor means an Original Guarantor or an Additional Guarantor

Hedge Counterparty means

(a) each Original Hedge Counterparty, or

(b) a Lender, an Affiliate of a Lender or a New Hedge Counterparty which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with the provisions of Clause 2.4 (Hedging) of the Credit Agreement,

which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

Hedging Arrangements means any documentation detailing the terms of any interest rate swap agreement or cap which constitutes a transaction entered into by any Obligor in connection with the interest payable under the Facilities, including any renewal of, or amendment to, any hedging arrangement entered into in connection with the Existing Facility

Hedging Letter means a letter, addressed to the Arrangers and Original Hedging Counterparties from the Company dated on or before the date of the Credit Agreement, setting out the Company's hedging policy and the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers in relation to the Credit Agreement

Holding Company of any other person, means a person in respect of which that other person is a Subsidiary

Intercreditor Agreement means the intercreditor agreement dated 25 August 2012 between, among others, the Obligors, the Facility Agent, the Security Agent and the Pension Scheme Trustees, delivered to the Facility Agent as a condition precedent pursuant to paragraph 19 of Schedule 2 (Conditions Precedent Documents) to the Second Amendment and Restatement Agreement

Investments means

(a) the Shares,

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(b) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets,

(c) any dividend or interest paid or payable in relation to any of the above, and

(d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

Issuing Bank means

in respect of each Bond

(a) the relevant Original Lender, or

(b) any Lender that has agreed to become an Issuing Bank in any Transfer Certificate,

in each case which makes available a Bond issued or to be issued pursuant to the terms of the Credit Agreement

Lender means

(a) an Original Lender, or

(b) any person which becomes a Party in accordance with Clause 2 2 (Increase) or Clause 30 2 (Assignments and transfers by Lenders) of the Credit Agreement

New Hedge Counterparty means any new hedging provider that is not a Lender or an Affiliate of a Lender that enters into Hedging Arrangements on or after the expiry or termination of the Existing Hedging Arrangements

Obligor means a Borrower or a Guarantor

On-going Pension Scheme Obligations means all amounts payable or owing by any Obligor to the Pension Trustee in respect a Pension Scheme in an aggregate amount not exceeding the aggregate deficits on the Pension Schemes calculated on the on-going basis in accordance with the method and assumptions disclosed in the then most recent actuarial valuation or report or, if later, the then most recent quarterly update to that actuarial valuation or report

Original Borrower means each of

(a) Mouchel Finance Limited,

(b) Mouchel Limited,

(c) Mouchel Ewan Limited,

(d) Mouchel Rail Limited,

(e) Mouchel Traffic Support Limited,

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- (f) the Chargor,
- (g) Mouchel Business Services Limited, and
- (h) Mouchel Management Consulting Limited

Original Guarantor means each of

- (a) Mouchel Group plc (in administration),
- (b) Mouchel Finance Limited,
- (c) Mouchel Limited,
- (d) Mouchel Ewan Limited,
- (e) Mouchel Rail Limited,
- (f) Mouchel Traffic Support Limited,
- (g) the Chargor,
- (h) Mouchel Business Services Limited,
- (i) Mouchel Management Consulting Limited,
- (j) Mouchel Rail No 2 Limited,
- (k) Mouchel Finance & Treasury Holdings Limited,
- (l) Mouchel Rail No 3 Limited,
- (m) Mouchel International (Jersey) Limited,
- (n) Mouchel Middle East Limited, and
- (o) MRBL Limited

Original Hedge Counterparty means each of

- (a) Barclays Bank PLC,
- (b) Lloyds TSB Bank plc, and
- (c) National Westminster Bank plc

Original Lender means each of

- (a) Barclays Bank PLC,
- (b) Lloyds TSB Bank plc, and

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(c) National Westminster Bank plc

Party means a party to the Credit Agreement

Pension Scheme means each of the occupational pension schemes known as the Mouchel Superannuation Fund, the Mouchel Staff Pension Scheme and the Mouchel Business Services Limited Pension Scheme (Final Salary Section) and where the context so admits or requires, includes all of them

Pension Scheme Obligation means the On-going Pension Scheme Obligations and the Section 75 Pension Scheme Obligations

Pension Trustee means Mouchel Pension Trustee Limited and includes any additional trustee appointed in respect of any Pension Scheme after the date of the Intercreditor Agreement

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

Resignation Request means a letter in the form of Schedule 9 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

Restricted Account means each of the accounts listed in Schedule 2 of the Deed and includes

(a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and

(b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

Second Amendment and Restatement Agreement means the amendment and restatement agreement dated 25 August 2012 between, among others, the Chargor and the Facility Agent, pursuant to which the terms of the Credit Agreement were amended and restated,

Section 75 Pension Scheme Obligations means all amounts payable or owing by any Obligor to the Pension Trustee in respect of a Pension Scheme including any debt that has become due and payable by an Obligor under section 75 or 75A of the Pensions Act 1995 in respect of the Pension Schemes

Secured Party means a Finance Party or a Pension Trustee

Security means any security created by a Security Document

Security Agreement means each document listed in paragraph 18 of Schedule 2 (Conditions Precedent Documents) of the Second Amendment and Restatement Agreement and delivered to the Facility Agent as a condition precedent to the Second Amendment and Restatement Agreement

Security Asset means all assets of the Chargor the subject of any security created by the Deed

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Security Document means

- (a) each Security Agreement, and
- (b) any other document entered into by any Obligor creating or expressed to create Security Interests over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents that is delivered to the Security Agent after the date of the Credit Agreement

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

Shares means in respect of the Chargor, the shares listed opposite the name of the Chargor in Schedule 3 (Shares) of the Deed

Subsidiary means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and
- (c) in respect of Jersey companies, a subsidiary within the meaning of Articles 2 and 2A of the Companies (Jersey) Law 1991

Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

5. SHARES

Schedule 3 of the Deed lists the following shares opposite the name of the Chargor

- (a) 105,717 ordinary shares of £1 00 each in Mouchel Ewan Limited (England & Wales - 04182542),
- (b) 114,998,752 ordinary shares of £1 00 each in Mouchel Business Services (England & Wales - 3679828),
- (c) 40,583,000 preference shares of £1 00 each in Mouchel Business Services (England & Wales - 3679828),
- (d) 1 ordinary preference share of £1 00 in Mouchel Ireland Limited (Ireland - 392231),
- (e) 2,501,900 ordinary shares of £0 01 each in Mouchel Management Consulting Limited (England & Wales - 2491619),
- (f) 52,010 ordinary A shares of £1 00 each in Mouchel Management Consulting Limited (England & Wales - 2491619),

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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

- (g) 5,407,113 ordinary B shares of £0.01 each in Mouchel Management Consulting Limited (England & Wales - 2491619),
- (h) 100,000 ordinary shares of £1.00 each in Mouchel Limited (England & Wales - 1686040),
- (i) 32,500 ordinary shares of £1.00 each in Mouchel Rail Limited (England & Wales - 3050424),
- (j) 3,260,000 ordinary shares of £1.00 each in Mouchel Traffic Support Limited (England & Wales - 3998110),
- (k) 60,000 ordinary A shares of £1.00 each in Mouchel Gas 302 Limited (England & Wales - 3262614),
- (l) 13,000 ordinary B shares of £1.00 each in Mouchel Gas 302 Limited (England & Wales - 3262614),
- (m) 100,000 ordinary shares of £1.00 each in Mouchel International (Jersey) Limited (Jersey - 68653),
- (n) 1 ordinary share of £1.00 in Mouchel Middle East Limited (Hong Kong - 126482), and
- (o) 1 ordinary share of HK\$1.00 in Mouchel International Limited (Hong Kong - 126480)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5887559
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW GOVERNED
DEBENTURE DATED 25 AUGUST 2012 AND CREATED BY
MOUCHEL HOLDINGS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY
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 31 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 SEPTEMBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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