

MG01

Particulars of a mortgage or charge

141516/26



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

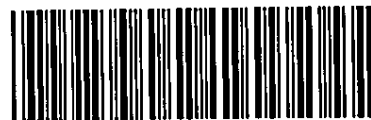
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

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

THURSDAY



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ACKGQH1U

28/01/2010

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COMPANIES HOUSE

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1

Company details

Company number

0 6 1 8 2 2 8 7

Company name in full

Milnerbuild Limited (the "Company")

2181

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

26 01 2010

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

Composite Debenture (the "**Debenture**") dated 26 January 2010 made between (1) the Company and Force Solutions Limited ("**Force Solutions**") and (2) David Blunt (the "**Management Security Trustee**").

4

Amount secured

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

Amount secured

The Company has, as primary obligor and not merely as surety, covenanted that it will pay, discharge and perform on demand (such demand only to be made once the same are due and payable in the manner as described provided in the Vendor Loan Documents) all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Company under the Debenture or any Vendor Note Document to the Management Security Trustee or the Vendor Note Holders (or any of them), whatever their nature or basis, in any currency or currencies and however they are described together with interest and expenses. This shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1)

Continuation page

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

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Amount secured

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

Amount secured

of the Companies Act 2006 unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act 2006 (the "**Secured Obligations**").

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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 David Blunt

Address 5 Milton Court Swinton,

Mexborough, South Yorkshire

Postcode S 6 4 8 R E

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

Fixed Charges

The Company has charged with full title guarantee (with all covenants implied in respect thereto under the Law of Property (Miscellaneous Provisions) Act 1994 being subject to the Legal Reservations and any Permitted Security) in favour of the Management Security Trustee as trustee for the Vendor Note Holders as security for the payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- a) the Real Property;
- b) the Tangible Moveable Property;
- c) the Accounts;
- d) the Charged Intellectual Property;
- e) any goodwill and rights in relation to the uncalled capital of the Company;
- f) the Investments;
- g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.

Floating Charge

The Company has thereby charged with full title guarantee (with all covenants implied in respect thereto under the Law of Property (Miscellaneous Provisions) Act 1994 being subject to the Legal Reservations and any Permitted Security) in favour of the Management Security Trustee as trustee for the Vendor Note Holders with the payment and discharge of the Secured Obligations by way of first floating charge all its present and future assets and undertaking, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under a Vendor Note Document in favour of the Management Security Trustee as security for the Secured Obligations.

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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

The floating charge created shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Vendor Note Documents in favour of the Management Security Trustee as security agent and trustee for the Vendor Note Holders as security for the Secured Obligations.

Qualifying Floating Charge

The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charge created pursuant to the Debenture, which shall be enforceable at any time on or after the Enforcement Date.

Crystallisation: By Notice

Subject to the provisions of the Intercreditor Agreement, the Management Security Trustee may at any time by notice in writing to the Company convert the floating charge with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- a) a Declared Default has occurred and is continuing; or
- b) the Management Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- c) the Management Security Trustee reasonably considers that it is necessary in order to protect the priority of the security constituted by the floating charge.

The giving of notice by the Management Security Trustee in relation to any of the Charged Property shall not be construed as a waiver or abandonment of the right of the Management Security Trustee to serve similar notices in respect of any other of the Charged Property or of any other of the rights of the Vendor Note Holders (or any of them) under any Vendor Note Document.

Crystallisation: Automatic

Notwithstanding Crystallisation: By Notice (as described above) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- a) the Company or Force Solutions creates or attempts to create any Security (other than any Permitted Security) over any of the Charged Property; or
- b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property which is not discharged within 2 Business Days; or
- c) a resolution is passed or an order is made for the winding up, dissolution, administration or re organisation of the Company or an administrator is appointed to the Company; or
- d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or Force Solutions or files such a notice with the court.

Assignments

Immediately on the occurrence of the JSL A Discharge Date, the Company assigns with full title guarantee (with all covenants implied therein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) to the Management Security Trustee as trustee for the Vendor Note Holders as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party) in each case both present and future:

- a) the proceeds of any Insurance Policy and all Related Rights;
- b) all rights and claims in relation to any Assigned Account; and
- c) each of the Specific Contracts.

SEE FURTHER CONTINUATION SHEET

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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	<p>Further Assurance: General</p> <p>The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out below.</p> <p>Subject to obtaining any necessary consents and following the occurrence of a Declared Default, the Company shall promptly at its own cost enter into a Mortgage over any acquired Real Property with a value of, or for a consideration of over, £500,000 (in each case determined on the basis of each individual acquisition or a related series of acquisitions) and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Management Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Management Security Trustee or its nominee(s)):</p> <ul style="list-style-type: none"> a) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights; b) to confer on the Management Security Trustee security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture and each Mortgage; and/or c) to facilitate the realisation of the Charged Property. <p>Necessary Action</p> <p>The Company will take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection, confirmation or maintenance of any security conferred or intended to be conferred on the Management Security Trustee by or pursuant to the Debenture and any Mortgage.</p> <p style="text-align: center;">SEE CONTINUATION SHEET FOR DEFINITIONS</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Definitions</p> <p>"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Management Security Trustee or any other financial institution (and any replacement account or subdivision or sub account of that account) and all Related Rights.</p> <p>"Assigned Account" means any account that may from time to time be agreed between the Management Security Trustee and the Company to be an Assigned Account.</p> <p>"Charged Intellectual Property" means any and all Intellectual Property owned by the Company now or in the future.</p> <p>"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Management Security Trustee by or pursuant to the Debenture and any Mortgage.</p> <p>"Collateral Rights" means all rights, powers and remedies of the Management Security Trustee provided by or pursuant to the Debenture or any Mortgage or by law.</p> <p>"Declared Default" means a default by the Company under the terms of the Vendor Note Documents which has resulted in any Vendor Loan Note Holder exercising any of its rights under Clause 10.1 of the relevant Vendor Loan Note Instrument (as applicable).</p> <p>"Enforcement Date" means the date on which a Declared Default occurs.</p> <p>"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.</p> <p>"Intellectual Property" means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world.</p> <p>"Intra Group Loan" means any loan by the Company as lender to any other member of the Group as borrower.</p> <p>"Investments" means:</p> <ul style="list-style-type: none"> (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares); (b) all interests in collective investment schemes; and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) and (b) above, <p>in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).</p> <p>"JSL A Discharge Date" has the same meaning as in the Senior Facilities Agreement.</p> <p>"Legal Reservations" has the same meaning as in the Senior Facilities Agreement.</p> <p>"Mezzanine Facility Agreement" has the same meaning as in the Senior Facilities Agreement.</p> <p>"Monetary Claims" means any book and other debts and monetary claims (other than Accounts) owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).</p> <p>"Mortgage" means a mortgage or charge in respect of all the Real Property in accordance with Clause 7 (Further Assurance) substantially in the form of Schedule 7 (Form of Legal Mortgage).</p> <p>SEE CONTINUATION SHEET FOR FURTHER DEFINITIONS</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 344 1038 374">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="316 398 1461 445">"Parent" means Lakeside 1 Limited, a company registered in England and Wales having its registered office at The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire DN4 5PL and with company registration number 06338921.</p> <p data-bbox="316 472 1426 497">"Permitted Security" means any Security permitted under the Senior Facilities Agreement or the Mezzanine Facility</p> <p data-bbox="316 524 1477 674">"Real Property" means: (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales including, without limitation, that specified in Schedule 2 (Details of Real Property)) of the Debenture; and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property; and includes all Related Rights.</p> <p data-bbox="316 701 1474 848">"Related Rights" means, in relation to any asset: (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and (d) any moneys and proceeds paid or payable in respect of that asset.</p> <p data-bbox="316 875 1378 922">"Security" has the meaning given to such term in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement (as applicable).</p> <p data-bbox="316 949 1474 1072">"Senior Facilities Agreement" means the senior and second lien facilities agreement dated 16 August 2007 between, amongst others, Bank of Scotland plc (as the Arranger, the Original Lender, the Issuing Bank, the Agent, the Second Lien Agent and the Security Trustee) and Lakeside 1 Limited and others as amended, varied, novated or supplemented from time to time as amended pursuant to an amendment letter dated 4 August 2008 and a consent and amendment letter dated 8 January 2010.</p> <p data-bbox="316 1099 1485 1200">"Shares" means all of the shares in the capital of any and other limited liability company incorporated in England and Wales, in each case held by, to the order or on behalf of the Company from time to time, including (without limitation) those specified in Schedule 3 (Details of Shares) to the Debenture, being 101 ordinary shares of £1.00 each held by Force Solutions in the share capital of the Company.</p> <p data-bbox="316 1227 1107 1252">"Specific Contracts" means any Hedging Agreements and any Intra Group Loans.</p> <p data-bbox="316 1279 1469 1326">"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.</p> <p data-bbox="316 1352 1437 1400">"Vendor Loan Notes" means the £6,383,579 variable rate secured subordinated redeemable vendor loan notes 2017 issued by the Parent to the Vendor Note Holders.</p> <p data-bbox="316 1426 1195 1451">"Vendor Loan Note Instrument" means the instrument constituting the Vendor Loan Notes.</p> <p data-bbox="316 1478 1466 1525">"Vendor Note Documents" means the Vendor Loan Notes and the Vendor Loan Note Instrument, each being a "Vendor Note Document".</p> <p data-bbox="316 1552 1426 1599">"Vendor Note Holders" means the holders of any Vendor Loan Notes from time to time, each being a "Vendor Note Holder".</p>

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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 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 Harimands LLP . 27/1/10 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 Andrew Fordham (Ref:AF2/CAS.171-5)

Company name Hammonds LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country England

DX 26441 Leeds

Telephone +44 (0)113 284 7000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6182287
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
26 JANUARY 2010 AND CREATED BY MILNERBUILD LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO DAVID BLUNT OR THE VENDOR NOTE
HOLDERS (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 28 JANUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY
2010**

DX
[Signature]



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**