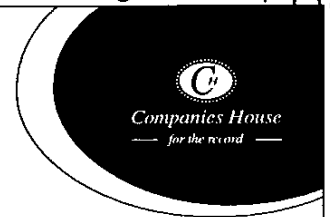


MG01

Particulars of a mortgage or charge

006057/41



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
particulars of a charge for
company. To do this, please
form MG01s

FRIDAY



LD6

"L1KDBM2Z"

26/10/2012

#34

COMPANIES HOUSE

1 Company details

Company number 06309642

Company name in full BELL INTERMEDIATE LIMITED

2 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 22/10/2012

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 A composite debenture made between Bell Intermediate Limited and others (each a Company, and
together the "Companies") and Macquarie US Trading LLC (the "Security Trustee") dated 22
October 2012 (the "Debenture")

4 Amount secured

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

Amount secured

04
10
All present and future obligations and liabilities (whether actual or
contingent and whether owed as principal or surety, jointly or
severally or in any other capacity whatsoever and whether owed to
the original obligee or any other person as a result of any transfer,
amalgamation or acquisition including (without limitation) interest,
fees, banking charges, commission and sums due in relation to costs
and expenses) of any kind and in any currency due, owing or
incurred by any Obligor to the Security Trustee (whether for its own
account or as trustee for the Secured Parties) or any of the Secured
Parties under any Finance Document and all amounts paid by any
Indemnitor as to which such Indemnitor has the right to
reimbursement under Clause 19.2 of the Debenture (the "Secured
Obligations")

Continuation page

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

MG01

Particulars of a mortgage or charge

5

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

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

Name	MACQUARIE US TRADING LLC
Address	125 WEST 55th STREET, 20th FLOOR
	NEW YORK, USA
Postcode	N Y 1 0 0 1 9
Name	
Address	
Postcode	

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Fixed Charges

By Clause 3 of the Debenture each Company, with full title guarantee and as a continuing security for the prompt payment, discharge and performance when due of the Secured Obligations, has charged in favour of the Security Trustee to hold the same as agent and trustee for itself and for the Secured Parties on the terms set out in the Debenture and in the Facility Agreement

(a) by way of first fixed charge all the Companies' present and future rights, title and interests in and to and the benefit of (but in the case of paragraphs (iv) and (vi) below, only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 of the Debenture (Assignments) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice of assignment)

(i) all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of such Company's stock-in-trade or work in progress) now or in the future owned by such Company or (to the extent of such interest) in which such Company has an interest and the benefit of all contracts and warranties relating to the same,

(ii) all of the Charged Deposits,

(iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by such Company,

(iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which such Company is now or may at any future time become entitled,

[see continuation page 1 of 6]

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

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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>(v) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (a)) all rights, title, interests and benefits that such Company has now or may have at any future time in, to or in respect of the Receivables,</p> <p>(vi) all rights, title, interests, and benefits that such Company has now or may have at any future time in, to or in respect of the Inter-Company Loans,</p> <p>(vii) any interest, claim or entitlement of each Company, now or at any future time, in, to or in respect of any pension fund,</p> <p>(viii) all the present and future goodwill of such Company (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture),</p> <p>(ix) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of such Company or the use of any asset of such Company and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence,</p> <p>(x) all the present and future uncalled capital of such Company, and</p> <p>(xi) all the present and future Registered Intellectual Property Rights of such Company including, without limitation, the patents, registered designs and trade marks specified in Part 1 of Schedule 2 of the Debenture (Registered Intellectual Property Rights) (if any) and all other Registered Intellectual Property Rights of each Company</p> <p>Assignments</p> <p>By Clause 4 of the Debenture and subject to Clause 4.2 of the Debenture (Non-Assignable Rights), each Company has assigned to the Security Trustee to hold the same as agent and trustee for itself and for the Secured Parties on the terms set out in the Debenture and in the Facility Agreement with full title guarantee and as continuing security for the payment, discharge and performance, when due, of the Secured Obligations</p> <p>(a) all of its rights, title, interests and benefits in, to or in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which each Company is now or may at any future time become entitled,</p> <p>(b) all of the Assigned Deposits, and</p> <p>(c) all of its rights, title, interests and benefits in, to or in respect of the Inter-Company Loans</p> <p>[see continuation page 2 of 6]</p> <p>(1)</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Non-Assignable Rights</p> <p>By Clause 4 2 of the Debenture each Company has declared that to the extent that any right, title, interest or benefit described in Clause 4 1 of the Debenture (Assignments) is for any reason not effectively charged pursuant to Clause 3 (Fixed Charges) or assigned pursuant to Clause 4 1 of the Debenture for whatever reason, such Company shall hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations</p> <p>Floating Charge</p> <p>By Clause 5 1 of the Debenture each Company, with full title guarantee and as a continuing security for the prompt payment, discharge and performance, when due, of the Secured Obligations, charges in favour of the Security Trustee to hold the same as agent and trustee for itself and for the Secured Parties on the terms set out in the Debenture and in the Facility Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 of the Debenture (Fixed Charges) or effectively assigned pursuant to Clause 4 of the Debenture (Assignments)</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 5 of the Debenture</p> <p>Conversion of Floating Charge</p> <p>(a) By Clause 5 2 of the Debenture the Security Trustee may, by notice to each Company, convert the floating charge, in respect of such Company, created under the Debenture with immediate effect into a fixed charge if</p> <p>(i) an Event of Default has occurred and is continuing,</p> <p>(ii) the Security Trustee considers in good faith any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy, or</p> <p>(iii) the Security Trustee considers such conversion to be necessary or desirable to protect the priority of the Security,</p> <p>and such fixed charge shall apply (A) in relation to paragraphs (i) and (iii) above, to all assets the subject of the floating charge unless, and to the extent that, such notice otherwise specifies and (B) in relation to paragraph (ii) above, to the relevant Secured Assets which the Security Trustee considers in good faith to be in danger of being seized or sold under or pursuant to any form of distress, execution or other legal process or otherwise in jeopardy to the extent specified in the Notice</p> <p>[see continuation page 3 of 6]</p> <p>(2)</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>(b) The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge as regards all the assets subject to the floating charge at such time</p> <p>(i) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Company other than in respect of a Permitted Reorganisation,</p> <p>(ii) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets the subject of the floating charge under this Debenture, as regards the relevant assets subject to the floating charge against which that person has levied (or attempted to levy) the distress, attachment, execution or other process, or</p> <p>(iii) if any Company creates, or attempts to create, on all or any part of the Security Assets a security interest (except as permitted in the Facility Agreement), as regards all the assets subject to the floating charge,</p> <p>provided that nothing in the Debenture shall cause the floating charge to crystallise by reason of any Company obtaining or of anything being done with a view to such Company obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986</p> <p>(c) The giving of notice by the Security Trustee pursuant to paragraph (a) of Clause 5.2 of the Debenture in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Trustee to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Creditors (or any of them) under any Finance Document</p> <p>DEFINITIONS</p> <p>"Account" means any credit balance from time to time on any account opened or maintained by any of the Companies with any bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on such account</p> <p>"Acknowledgement" means a duly completed acknowledgement of assignment substantially in the form set out in the relevant Part of Schedule 3 of the Debenture (Forms of Acknowledgement and Assignment) being (a) Part IB in the case of Insurances, (b) Part IIB in the case of Assigned Accounts, and (c) Part IIIB in the case of Inter-Company Loans</p> <p>"Assigned Account" means (a) any Account identified in Part III of Schedule 2 of the Debenture (Assigned Accounts) and any renewal or redesignation thereof, and (b) any other Account designated in writing as such by the Security Trustee</p> <p>[see continuation page 4 of 6]</p> <p>(3)</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>"Assigned Assets" means each of the Companies' assets, undertakings and rights assigned pursuant to the Debenture (including without limitation the Assigned Deposits, Insurances and Inter-Company Loans)</p> <p>"Assigned Deposit" means the balance from time to time standing to the credit of an Assigned Account, including all interest credited to such Assigned Account and each Company's right, title and interest in and to the benefit of such Assigned Account and to the Indebtedness represented by such credit balance</p> <p>"Assigned Rights" means each of the Companies' rights, title, interest, benefit in, to and in respect of the Assigned Assets</p> <p>"Borrowers" has the meaning as given in the Facility Agreement</p> <p>"Charged Accounts" means (a) each Collection Account, and (b) any other Account maintained with the Security Trustee designated in writing as a Collection Account by the Security Trustee in accordance with Clause 7 1(a)(ii) of the Debenture</p> <p>"Charged Deposit" means the balance from time to time standing to the credit of a Charged Account, including all interest credited to such Charged Account and the relevant Company's right, title and interest in and to the benefit of such Charged Account and to the Financial Indebtedness represented by such credit balance</p> <p>"Collection Account" has the meaning specified in Clause 7 1(a)(ii) of the Debenture (Accounts and Receipts)</p> <p>"Default Rate" means, in relation to an unpaid sum, the rate specified in Clause 10 3 of the Facility Agreement</p> <p>"Facility Agreement" means the term loan facility agreement dated on 17 October 2012, among Primesight Limited, certain other Borrowers party thereto, the Lenders from time to time party thereto and Macquarie US Trading LLC, as Agent as amended, modified and/or supplemented from time to time</p> <p>"Finance Document" has the meaning as given in the Facility Agreement</p> <p>"Financial Indebtedness" has the meaning as given in the Facility Agreement</p> <p>"Group" has the meaning as given in the Facility Agreement</p> <p>"Indemnatee" means the Security Trustee and the Secured Parties in their capacity as indemnitees under Clause 19 2(a) of the Debenture</p> <p>[see continuation page 5 of 6]</p> <p>(4)</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>"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of each Company or (to the extent of such interest) in which each Company has an interest</p> <p>"Intellectual Property" means (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)</p> <p>"Inter-Company Loans" means the inter-company loans detailed in Part VI of Schedule 2 of the Debenture (Inter-Company Loans) and any other inter-company loan made available by any of the Companies to any other Company or any of its direct or indirect Subsidiaries</p> <p>"Investments" means (a) the Shares and any other stocks, debentures, bonds, loan stocks, warrants, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever, and (b) units in Unit Trust Schemes</p> <p>"Notice of Assignment" means a duly completed notice of assignment substantially in the form set out in the relevant part of Schedule 3 of the Debenture (Notices of Assignment) being (a) Part IA, in the case of Insurances, (b) Part IIA, in the case of Assigned Accounts, and (c) Part IIIA, in the case of Inter-Company Loans</p> <p>"Obligor" has the meaning as given in the Facility Agreement</p> <p>"Realisation Account" means each account maintained from time to time by the Security Trustee for the purposes of Clause 9 7 of the Debenture (Realisation Accounts)</p> <p>"Receivables" means all present and future receivables, book and other debts, and monetary claims due or owing to any Company</p> <p>"Receiver" means any receiver and/or manager or any other receiver (whether appointed pursuant to the Debenture or pursuant to any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver</p> <p>"Registered Intellectual Property Rights" means patents, registered trade marks and registered designs, including applications for any of the same in any part of the world</p> <p>"Related Rights" means, in relation to any Investment of any Company (a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment, and (b) any right or option, to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving therefrom, whether in addition to or in substitution for such Investment</p> <p>[see continuation page 6 of 6] (5)</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>"Secured Assets" means all of the assets, rights, title, interests and benefits of each Company from time to time the subject of the Security</p> <p>"Secured Parties" means the Agent, the Security Trustee and each Lender</p> <p>"Security" means the security created or purported to be created by the Debenture</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the date upon which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full and no Secured Party is under any liability or commitment to make any further advances or provide any further financial accommodation to the Borrowers</p> <p>"Shares" means all shares in the capital of any company now or in the future legally or beneficially owned by each Company and/or any nominee on its behalf including all the shares identified in Part II of Schedule 2 of the Debenture (Shares) (if any)</p> <p>"Subsidiaries" means subsidiaries within the meaning of section 1159 of the Companies Act 2006</p> <p>"Unit Trust Scheme" has the meaning set out in Section 237(2) of the Financial Services and Markets Act 2000</p> <p>[End of Short Particulars]</p>	

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Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

NONE

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

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name **STEWART WORTHY**

Company name **WINSTON & STRAWN LONDON**

Address **CITYPOINT**

ONE ROPEMAKER STREET

Post town **LONDON**

County/Region

Postcode **E C 2 Y 9 H U**

Country **UK**

DX

Telephone **020 7011 8700**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6309642
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
22 OCTOBER 2012 AND CREATED BY BELL INTERMEDIATE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO MACQUARIE US TRADING LLC
(WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE
SECURED PARTIES) OR ANY OF THE SECURED PARTIES 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 26 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 OCTOBER
2012

(P)



Companies House



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