

MG01

Particulars of a mortgage or charge

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05/11/2009

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COMPANIES HOUSE

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 Scottish
company. To do this, please use
form MG01s.

1 Company details

Company number 0 6 3 9 3 9 7 9

Company name in full Kellen Capital Limited

1 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 00 03 01 01 02 00 00 09

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 Kellen Capital Security Agreement dated 3 November 2009 between Kellen
Capital Limited (the "Chargor") and Phoenix Distribution Holdings Limited
(the "Holdco Guarantor") (the "Kellen Capital Security Agreement").

4 Amount secured

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

Amount secured 4 (T)
Bancs
+
10
All present and future moneys, debts and
liabilities due, owing or incurred by the Chargor
tot he Holdco Guarantor (whether for itself or as
trustee or nominee for another person) under or in
connection with any Kellen Document (in each case,
whether alone or jointly, or jointly and severally,
with any other person, whether actually or
contingently and whether as principal, surety or
otherwise) (the "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 Phoenix Distribution Holdings Limited

Address 5 New Street Square

London

Postcode E C 4 A 3 T W

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

Note (1)

1. Share Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Holdco Guarantor by way of first fixed charge all present and future Shares and Dividends.

2. Floating Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Holdco Guarantor by way of first floating charge its undertaking and all its assets, both present and future (including the Shares and Dividends expressed to be charged by paragraph 1 above).

3. Security over Charged Shares

The Chargor shall not create or permit to subsist any Security over the Charged Shares except for the Charges.

4. Disposal of Charged Shares

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer or otherwise dispose of the Charged Shares save, in the case of Dividends, as permitted by Clause 7.3 (Dividends) of the Kellen Capital Security Agreement.

5. Security over other Charged Assets

The Chargor shall not create or permit to subsist any Security over any Charged Asset other than the Charged Shares except for:

- (a) the Charges; and
- (b) any lien arising by operation of law and in the ordinary course of trading.

PLEASE SEE CONTINUATION SHEETS 1 AND 2

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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

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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 Linklater LLP 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 Anne Hoe

Company name Linklaters LLP

Address One Silk Street **Please return via CH London Courier**

Post town London

County/Region United Kingdom

Postcode E C 2 Y 8 H Q

Country

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
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

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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

CONTINUATION SHEET 1 OF 2

6. Disposal of other Charged Assets

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset other than the Charged Shares except for a disposal in the ordinary course of trade of assets and the disposal of which is not prohibited by any Kellen Document.

7. Further Advances

The Chargor shall promptly do whatever the Holdco Guarantor requires:

- (a) to perfect or to protect the Charges or the priority of the Charges; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Holdco Guarantor or any Receiver;

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Holdco Guarantor or its nominees or otherwise), making any registration and giving any notice, order or direction.

Note (2)

Definitions

"Carmel Security Document" means the security agreement entered into on or about 3 November 2009 between Carmel Capital II S.á. r.l. and the Holdco Guarantor.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charged Shares" means the assets from time to time subject, or expressed to be subject, to the Share Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Kellen Capital Security Agreement.

"Dividends" means all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of any of the Shares;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any of the Shares;

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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

CONTINUATION SHEET 2 of 2

- (c) allotments, offers and rights accruing or offered in respect of any of the Shares; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, and of the Shares.

"Kellen Deed of Covenant" means the Deed of Covenant entered into by the Chargor, Carmel Capital II S.a.r.l and the Holdco Guarantor on or about 3 November 2009.

"Kellen Documents" means the Kellen Deed of Covenant, the Carmel Security Document and the Kellen Capital Security Document.

"KIL" means Kellen Investments Limited (registration number 05366077).

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include and administrative receiver.

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

"Shares" means:

- (a) all present and future shares held by the Chargor in KIL, including the shares issued and outstanding at the date of the Kellen Capital Security Agreement;
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any of those shares; and
- (c) all rights relating to any of those shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person).

"Share Charges" means all or any of the Security created or expressed to be created by or pursuant to Clause 4 (Share Charge) of the Kellen Capital Security Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6393979
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A KELLEN CAPITAL SECURITY
AGREEMENT DATED 3 NOVEMBER 2009 AND CREATED BY
KELLEN CAPITAL LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO PHOENIX
DISTRIBUTION HOLDINGS LIMITED (WHETHER FOR ITSELF OR
AS TRUSTEE OR NOMINEE FOR ANOTHER PERSON) 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 5 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES