

MG01

Particulars of a mortgage or charge

450775/13
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 for a company. To do this, please use form MG01s

TUESDAY



A1L4ZLB5

A25

06/11/2012

#229

COMPANIES HOUSE

1

Company details

Company number

0 7 0 5 9 9 3 5

Company name in full

Cleopatramaker GP Limited in its capacity as general partner of The

Cleopatramaker LP (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

d1 d6 m1 m0 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture ("Debenture")

4

Amount secured

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

Amount secured

The Chargor covenants with the Lender (as security trustee for the Group Members) that it will on demand pay all moneys and discharge all liabilities at any time due, owing or incurred by it to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgment) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor

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 Santander UK plc as security trustee for each Group Member (the "Lender")

Address 2 Triton Square, Regents Place, London

Postcode N W 1 3 A N

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 attached 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 *MOONWATER for DWF 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 HEJ/2000724/272

Company name
DWF LLP

Address 5 St Paul's Square

Old Hall Street

Post town Liverpool

County/Region

Postcode L 3 9 A E

Country

DX 14128 Liverpool

Telephone 0151 907 3000



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>If the Chargor fails to pay any amount payable by it under the Debenture on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded at the end of each Interest Period (as defined in the Facility Letter) ("Secured Liabilities")</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 In the Debenture, unless the context otherwise requires</p> <p>Accounts means any account of the Chargor with any bank, financial institution or other person</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration</p> <p>Charged Assets means all the undertaking, property and assets of the Chargor described in clause 3 1 (Fixed charge), clause 3 2 (Assignment) and clause 3 3 (Floating charge) of the Debenture including any part thereof and any interest therein</p> <p>Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person</p> <p>Debts means the assets of the Chargor described in clause 3 1(b)(x) of the Debenture</p> <p>Default Rate means the highest rate of interest referred to in the Finance Documents</p> <p>Event of Default means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents</p> <p>Facility Letter means the facility letter dated 15 February 2011 made between, inter alios, (1) The Anthonymaker LP and (2) Santander UK plc as amended most recently on or around the date hereof</p> <p>Finance Documents means the documents governing the terms of the Secured Liabilities</p> <p>Floating Charge Assets means the assets of the Chargor in clause 3 3 (Floating charge) of the Debenture</p> <p>Group means Santander UK plc (reg no 2294747) and its Subsidiaries for the time being</p> <p>Group Member means each member of the Group</p> <p>Hedging Agreement means an agreement or instrument entered into by the Chargor in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction</p> <p>Insurances means all contracts or policies of insurance in which the Chargor has an interest</p> <p>Intellectual Property means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered and (b) the benefit of all applications and rights to use such assets of the Chargor <p>Investments means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee</p> <p>LPA means the Law of Property Act 1925</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

Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor

Permitted Security means:

- (a) any Security granted in favour of the Lender
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor
- (c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances
- (d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor or
- (e) any Security permitted by the Lender in writing

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made (before or after this Deed) under those statutes and any other statute or regulation governing or controlling the use or development of land and buildings

Properties means the assets of the Chargor described in clauses 3 1(a) and 3 1(b)(i) (Fixed charge) of the Debenture at any time vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (each a **Property**)

Receiver means any one or more receivers and/or managers appointed by the Lender pursuant to the Debenture in respect of the Chargor or over all or any of the Charged Assets

Related Rights means in respect of any Investment

- (a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment and
- (c) all rights derived from or incidental to that Investment

Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property

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

Security Period means the period from the date of the Debenture until the Lender confirms in writing to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Group Member has any continuing obligation to make facilities available to the Chargor

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

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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>Fixed charge The Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future</p> <ul style="list-style-type: none"> (a) by way of legal mortgage <ul style="list-style-type: none"> (i) all the property described in schedule 1 of the Debenture (Properties), and (ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales at the date of the Debenture belonging to the Chargor, (b) by way of fixed charge <ul style="list-style-type: none"> (i) (to the extent that they are not the subject of an effective mortgage under clause 3 1(a) of the Debenture) all estates or interests in any freehold, leasehold or commonhold property in England and Wales at any time belonging to the Chargor, (ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences at any time held by it to enter on or use land, (iii) the benefit of all other agreements relating to each Property to which it is or may become a party or otherwise entitled, (iv) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession, (v) its rights under the appointment of any managing agent of any of the Properties, (vi) all its rights, title and interest in the Insurances, (vii) its Investments together with all Related Rights, (viii) all its Intellectual Property, (ix) the amount from time to time standing to the credit of any Account, (x) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing, (xi) all its goodwill and uncalled capital, (xii) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and (xiii) if and in so far as any assignment in clause 3 2 (Assignment) of the Debenture shall for any reason be ineffective as an assignment, the assets referred to in that clause <p>Assignment The Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to</p> <ul style="list-style-type: none"> (a) the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease, and (b) any Hedging Agreement <p>Floating charge The Chargor charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 (Fixed charge) of the Debenture or assigned pursuant to clause 3 2 (Assignment) of the Debenture</p> <p>Priority The charges and assignments created by the Debenture</p> <ul style="list-style-type: none"> (a) rank as first charges or assignments, and (b) are given with full title guarantee <p>Conversion of floating charge by notice The Lender may by notice to the Chargor convert the floating charge created by the Debenture into a fixed charge as regards all or any of the Chargor's assets specified in the notice if</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

- (a) an Event of Default is continuing, or
- (b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, sequestration or other process or to be otherwise in jeopardy

Automatic conversion

If, without the prior written consent of the Lender or as permitted under the Debenture

- (a) the Chargor creates any Security (whether by way of fixed or floating Security) over, or otherwise encumbers, any of the Charged Assets subject to a floating charge under the Debenture or attempts to do so,
- (b) any person levies or attempts to levy any distress, attachment, execution, sequestration or other process against any of the Charged Assets, or
- (c) any action, proceedings, procedure or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by the Debenture over such of the Charged Assets shall automatically without notice operate and have effect as a fixed charge instantly such event occurs

Small company moratorium

Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not cause the floating charge created by the Debenture to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Chargor

Negative Pledge

The Chargor shall not create or permit to subsist any Security over any of its assets, other than Permitted Security

Debts

The Chargor will not, without the prior written consent of the Lender

- (i) set off, vary, postpone or release any of the Debts, or
- (ii) do or omit to do anything which may delay or prejudice the full recovery of any Debt

Development and alterations

The Chargor will not, without the prior written consent of the Lender or as required or permitted by a Finance Document, make or permit others to make any application for planning permission in respect of any part of the Properties or make any structural or material alteration or addition to the Properties or carry out or permit to be carried out any development on, or permit any change of use of (as each such expression is defined in the Planning Acts) any part of the Properties

Jeopardy

The Chargor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of the Charged Assets without the prior written consent of the Lender

Land Registration Acts

The Chargor will not, without the prior written consent of the Lender

- (a) permit any person to be registered as proprietor under the Land Registration Acts of any Property,
- (b) create or knowingly permit to arise or subsist any overriding interest affecting any Property, or
- (c) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of any Property or any other Charged Asset

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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

Investments

The Chargor shall not exercise its voting and other rights in respect of its Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Lender

The Chargor shall ensure that none of its Investments in any of its Subsidiaries are converted into uncertificated form without the prior written consent of the Lender

Immediately on conversion of any Investment or Related Rights from a certificated to an uncertificated form, and on the acquisition of any Investments or Related Rights in an uncertificated form, the Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Lender may require in order to protect or preserve the Security intended to be created by the Debenture

Restrictions on dealing with Charged Assets

- (a) The Chargor will not without the prior written consent of the Lender, other than as permitted under the Facility Letter (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets (other than Floating Charge Assets) or agree to do so
- (b) The Chargor will not dispose of any Floating Charge Assets other than in the ordinary course of its business
- (c) The Chargor shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same

Further assurance

The Chargor shall, if and when required by the Lender

- (a) execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by the Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same, and
- (b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Debenture

Certain documentary requirements

Such further Security and assurances shall be prepared by or on behalf of the Lender, at the expense of the Chargor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the LPA, a clause excluding the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Group Members as the Lender may reasonably require

Certain powers of the Lender

Powers on enforcement

At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the LPA, as varied or extended by the Debenture, and all the powers and discretions conferred by the Debenture on a Receiver either expressly or by reference

Statutory power of leasing

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>the LPA</p> <p>Redemption of prior Security If an Event of Default is continuing or if requested by the Chargor, the Lender may</p> <ul style="list-style-type: none"> (a) redeem any prior Security against any Charged Asset, and/or (b) procure the transfer of that Security to itself, and/or (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Chargor <p>Investments</p> <ul style="list-style-type: none"> (a) If an Event of Default is continuing, the Chargor shall on request by the Lender <ul style="list-style-type: none"> (i) deliver to the Lender such pre-stamped stock transfer forms or other transfer documents as the Lender may require to enable the Lender or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Investments and/or Related Rights referred to in such request, (ii) provide to the Lender certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Lender may reasonably require, (iii) procure that each such transfer is promptly registered by the relevant company, and (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Investments and/or Related Rights, are delivered to the Lender in each case showing the registered holder as the Lender or its nominee or nominees (as applicable) (b) If an Event of Default is continuing, the Chargor shall exercise all voting rights in respect of its Investments and Related Rights only in accordance with the instructions of the Lender (c) At any time while an Event of Default is continuing, the Lender may complete the transfer documents delivered to it under clause 5 19(a)(ii)(B) of the Debenture in favour of itself or such other person or nominee as it shall select (d) At any time while an Event of Default is continuing, the Lender and its nominee or nominees may sell all or any of the Investments or Related Rights of the Chargor in any manner permitted by law and on such terms as the Lender shall in its absolute discretion determine (e) At any time after steps have been taken to enforce the Security created by or under the Debenture, if the Chargor receives any dividends, distributions or other moneys in respect of its Investments and Related Rights, the Chargor shall immediately pay such sums received directly to the Lender for application in accordance with clause 9 of the Debenture and shall hold all such sums on trust for the Lender pending payment of them to such account as the Lender shall direct <p>Power of sale and right of consolidation Sections 93 and 103 of the LPA do not apply to the security constituted by the Debenture</p> <p>Appointment and powers of Receiver Appointment</p> <ul style="list-style-type: none"> (a) At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof (b) The Lender may (subject to clause 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place (c) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver <p>Receiver as agent A Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts</p>	

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Short particulars	<p>or defaults and for his remuneration</p> <p>Powers of Receiver A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute and power on behalf and at the expense of the Chargor to do, or omit to do, anything which the Chargor could do, or omit to do, in relation to the Charged Assets or any part thereof including</p> <ul style="list-style-type: none"> (a) take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets, and/or (b) exercise in respect of the Charged Assets all voting or other powers or rights available to a registered or other holder in such manner as he may think fit, and/or (c) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part thereof, and/or (d) lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage, and/or (e) raise or borrow any money from or incur any other liability to any Group Member or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to the Debenture or otherwise, and/or (f) sell, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets for such consideration and generally on such terms and conditions as he may think fit The consideration for such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities, and/or (g) promote the formation of companies with a view to the same becoming a Subsidiary of the Chargor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions as he may think fit, and/or (h) make any arrangement or compromise or enter into, or cancel, any contracts which he shall think expedient, and/or (i) make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances, and/or (j) appoint and discharge managers, agents, officers and employees for any of the purposes referred to in clause 8 3 of the Debenture, and/or (k) make calls conditionally, or unconditionally, on the members of the Chargor in respect of uncalled capital, and/or (l) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit, and/or (m) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Assets in such manner as he may think fit, and/or (n) delegate his powers in accordance with clause 11 (Delegation) of the Debenture, and/or (o) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in clause 8 3 of the Debenture or to the realisation of the Security created by or pursuant to the Debenture and to use the name of the Chargor for all the purposes referred to in clause 8 3 of the Debenture <p>Remuneration The Lender may from time to time determine the remuneration of any Receiver and section 109(6) of the LPA shall be varied accordingly</p>

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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>Deemed right to enforce In favour of any purchaser (as defined in section 205 of the LPA) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Lender by the LPA, as varied and extended by the Debenture, shall be deemed to arise, immediately after the execution of the Debenture</p> <p>No enquiry required No purchaser or other person dealing with the Lender or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under the Debenture has become exercisable or whether any money is due on the security of the Debenture or as to the propriety or regularity of any sale by, or other dealing with, the Lender or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by the Debenture and to be valid and effectual accordingly</p> <p>Delegation The Lender and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under the Debenture. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate other than as a result of the Lender's own gross negligence or wilful default</p> <p>Power of attorney The Chargor, by way of security irrevocably appoints each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf</p> <ul style="list-style-type: none"> (a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser, (b) to sign, execute, seal and deliver, and otherwise perfect, any further Security or document referred to in clause 6.1 of the Debenture (Further assurance), and (c) otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under the Debenture or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Debenture <p>Land Registry</p> <ul style="list-style-type: none"> (a) In respect of any Property, the title to which is or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of the Chargor (and any unregistered properties subject to compulsory first registration at the date of the Debenture) (b) The Chargor confirms that so far as any of the Property is unregistered, such Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003 <p>No liability as mortgagee in possession Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable</p> <p>Qualifying floating charge The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3 (Floating charge) of the</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

Debenture

Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each Finance Document relating to any disposition of property shall be deemed to be incorporated in this Deed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7059935
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 OCTOBER
2012 AND CREATED BY CLEOPATRAMAKER GP LIMITED FOR
SECURING ALL MONIES DUE OR TO BCOME DUE FROM THE
COMPANY IN ITS CAPACITY AS GENERAL PARTNER OF THE
CLEOPATRAMAKER LP TO THE GROUP MEMBERS (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 6 NOVEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER
2012**

Rf



Companies House



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