

148960/12

# MG01

## Particulars of a mortgage or charge



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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

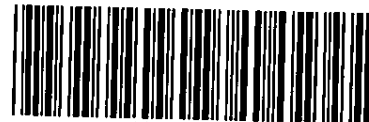
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT for

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

THURSDAY



\*AAIHMJD1\*

A31

22/04/2010

116

COMPANIES HOUSE

1

### Company details

Company number

0 7 2 1 8 9 7 7

Company name in full

DIAMOND BIDCO LIMITED (the "Chargor")

For official use

#### Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation

d1 d7 m0 m4 y2 y0 y1 y0

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

GROUP DEBENTURE (the "Deed")

4

### Amount secured

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

Amount secured

10

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or alone or in any other  
capacity whatsoever) of each present or future  
member of the Group to the Security Agent and/or  
the other Secured Parties (or any of them) under or  
pursuant to any Finance Document (including all  
monies covenanted to be paid under the Deed)  
("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

**Continuation page**

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

Name LLOYDS TSB BANK PLC ( the "Security Agent")

Address 6th Floor, 33 Old Broad Street

London

Postcode E C 2 N 1 H Z

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

0145

**1 GRANT OF SECURITY****1 1 Nature of security**

All Security and dispositions created or made by or pursuant to the Deed are created or made

(a) in favour of the Security Agent,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

**2 2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

**2 FIXED SECURITY****2.1 Fixed charges**

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest.

(a) by way of first legal mortgage

continued on the continuation page

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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

N/A

### 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 OLA PIPER UK LLP

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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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>(1) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and</p> <p>(11) all other Real Property at 17 April 2010 vested in, or charged to, the Chargor (not charged by clause 4 1(a)(1) of the Deed);</p> <p>(b) by way of first fixed charge</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed),</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same which do not contain any prohibitions on charging,</p> <p>(d) by way of first fixed charge</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same which do not contain any prohibitions on charging,</p> <p>(e) by way of first fixed charge</p> <p>(1) the Charged Securities (if any) referred to in part 2 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Charged Securities (not charged by clause 4 1(e)(1) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge</p> <p>(1) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and</p> <p>(11) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clause 4 1(f)(1) of the Deed) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account</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

and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge (to the extent they are capable of being charged):

(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and

(11) all other Intellectual Property (if any) (not charged by clause 4 1 (g) (1) of the Deed),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 of the Deed (Security assignments) provided that they do not require any third party consent and the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted, by way of first fixed charge such Assigned Asset,

(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed provided that they do not require any third party consent and the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted).

(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and

(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

#### 2.2 Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption and obtaining third party consent where necessary and where the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,

(b) each of the following:

(1) all Insurances (if any) specified in part 6 of the schedule hereto (Details of Security Assets); and

(11) all other Insurances (not assigned by clause 4.2(b)(1) of the Deed,

and all claims under the Insurances and all proceeds of the Insurances, and

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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>(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Deed)</p> <p>To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Assigned Asset</p> <p><b>2.3 Assigned Assets</b></p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p><b>3 FLOATING CHARGE</b></p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future</p> <p>(a) (other than Real Property), assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Deed,</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland, and</p> <p>(c) Real Property, and any interest in Real Property which is not charged pursuant to clause 4.1 (Fixed charges) of the Deed, save that in respect of any Restricted Leasehold Property should any notice be served or proceedings commenced by any landlord or other third party to re-enter, determine or forfeit any relevant lease as a result (direct or indirect) of the relevant lease being subject to the floating charge, the Security Agent will (at the expense and cost of the Charging Companies) release the relevant property from the floating charge except that if, in the reasonable opinion of the Security Agent, such release would prejudice the floating charges under the Deed being qualifying floating charges for the purpose of the Insolvency Act 1986, the Security Agent can require the Charging Companies to use all its reasonable endeavours to obtain landlord (or other relevant third party) consent to the floating charge</p> <p><b>4. CONVERSION OF FLOATING CHARGE</b></p> <p><b>4.1 Conversion by notice</b></p> <p>The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor 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	<p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Agent (acting reasonably) considers those assets specified in the notice to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.</p> <p><b>4 2 Small companies</b></p> <p>The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p><b>4 3 Automatic conversion</b></p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge.</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(1) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or</p> <p>(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p><b>4 4 Scottish property</b></p> <p>Clause 6 3 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p><b>4 5 Partial conversion</b></p> <p>The giving of a notice by the Security Agent pursuant to clause 6 1 (Conversion by notice) of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent under the Deed to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties</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

#### 5. CONTINUING SECURITY

##### 5.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

##### 5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

##### 5.3 Right to enforce

The Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

#### 6 LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

#### 7 UNDERTAKINGS BY THE CHARGORS

##### 7.1 Negative pledge and Disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:

(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security as permitted by the Senior Facility Agreement, or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Senior Facility Agreement, or, in each case, as permitted under any of the Finance Documents).

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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

#### 7 2 Security Assets generally

The Chargor shall:

(a) not, except with the prior written consent of the Security Agent (not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facility Agreement),

(b) not do, cause or permit to be done anything which would to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

#### 7 3 Real Property undertakings - maintenance

(a) The Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair.

(b) The Chargor shall, except with the prior written consent of the Security Agent (or as expressly permitted under the Senior Facility Agreement

(1) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),

(11) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or

(111) grant any licence to assign or sub-let any part of the Real Property.

(c) The Chargor shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Agent.

(d) The Chargor shall not do, or knowingly permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined

(e) The Chargor shall permit the Security Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it.

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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

#### 7 4 Dealings with and realisation of Receivables and Collection Accounts

(a) The Chargor shall without prejudice to clause 11 1 (Negative pledge and Disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable

#### 8. SET-OFF

##### 8 1 Set-off rights

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any matured obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any matured obligation owed by the Security Agent or such other Secured Party to the Chargor. If the obligations are in different currencies, the Security Agent or relevant Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of set-off.

(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18 1(a) of the Deed), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith and acting reasonably to be the amount of that obligation.

##### 8.2 Time deposits

Without prejudice to clause 18 1 (Set-off rights) of the Deed, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when

(a) this Debenture Security has become enforceable, and

(b) no Secured Obligation is due and payable,

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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

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing

#### 9 FURTHER ASSURANCES

##### 9 1 Further action

Subject to the Agreed Security Principles the Chargor shall (and Diamond Holdco Limited shall procure that each other Chargor shall) at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify in writing (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed

This includes:

- (1) the re-execution of the Deed,
- (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (acting reasonably) may think expedient

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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>9 2 Finance Documents</b></p> <p>Subject to the Agreed Security Principles, the Chargor shall (and Diamond Holdco Limited shall procure that each member of the Group shall) 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 or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Deed</p> <p><b>9 3 Specific security</b></p> <p>Without prejudice to the generality of clause 20 1 (Further action) of the Deed, the Chargor will promptly upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed).</p> <p><b>10 POWER OF ATTORNEY</b></p> <p>The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action on enforcement of the Debenture Security which the Chargor is obliged to take under the Deed, including under clause 20 (Further assurances) of the Deed or, prior to enforcement of the Debenture Security which the Chargor has failed to take in which case the power of attorney in respect thereof is limited to dealing with the breach. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>NOTE</b></p> <p><b>In this form.</b></p> <p><b>"Agreed Security Principles"</b> means the principles set out in schedule 12 (Agreed Security Principles) of the Senior Facility Agreement,</p> <p><b>"Assigned Assets"</b> means the Security Assets expressed to be assigned pursuant to clause 4 2 (Security assignments) of the Deed,</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration in each case, as required by law,</p> <p><b>"Charged Investments"</b> means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p><b>"Charged Securities"</b> means:</p> <p>(a) the securities (if any) specified in part 2 of the schedule hereto (Details of Security Assets); and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 17 April 2010) as at 17 April 2010 or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;</p> <p><b>"Charging Companies"</b> means the Original Chargors as listed in Schedule 1 of the Deed,</p> <p><b>"Collection Account"</b> has the meaning given to that term in clause 11 8(a) (111) of the Deed,</p> <p><b>"Debenture Security"</b> means the Security created or evidenced by or pursuant to the Deed or any Accession Deed (as defined in the Deed);</p> <p><b>"Delegate"</b> means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;</p> <p><b>"Event of Default"</b> means each Event of Default as defined in the Senior Facility Agreement,</p> <p><b>"Finance Documents"</b> means the Finance Documents as defined in the Senior Facility Agreement,</p> <p><b>"Group"</b> means the Parent (as defined in the Senior Facility Agreement) and each of its Subsidiaries (as defined in the Senior Facility Agreement) for the time being;</p> <p><b>"Insurances"</b> means all policies of insurance (and all cover notes) which</p>	

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## Particulars of a mortgage or charge

### 4 Amount secured

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

Amount secured

are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest excluding any third party liability insurance, but including, without limitation, the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets)),

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may as at 17 April 2010 or in the future subsist), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each Chargor (which may as at 17 April 2010 or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets));

**"Permitted Disposal"** has the meaning assigned to it in the Senior Facility Agreement,

**"Permitted Security"** has the meaning assigned to it in the Senior Facility Agreement,

**"Permitted Transaction"** has the meaning assigned to it in the Senior Facility Agreement,

**"Planning Acts"** means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

**"Quasi Security"** has the meaning assigned to it in the Senior Facility Agreement;

**"Real Property"** means all estates and interests in freehold and leasehold (save for any Restricted Leasehold Property) and other immovable property (wherever situated) as at 17 April 2010 or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) all easements, rights and agreements in respect thereof, and</p> <p>(c) the benefit of all covenants given in respect thereof,</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:</p> <p>(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</p> <p>(b) all proceeds of any of the foregoing,</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed,</p> <p><b>"Related Rights"</b> means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p><b>"Relevant Contract"</b> means each Acquisition Document (as defined in the Senior Facility Agreement) together with each other agreement supplementing or amending or novating or replacing the same,</p> <p><b>"Restricted Leasehold Property"</b> means all leasehold Real Property with less than 15 years to expiry and/or which requires the consent to mortgage or charge from the relevant landlord or a third party;</p> <p><b>"Secured Parties"</b> means the Security Agent, any Receiver or Delegate and each of the Finance Parties (as defined in the Senior Facility Agreement) from time to time,</p> <p><b>"Security"</b> 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,</p>	



# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

**"Security Period"** means the period beginning on 17 April 2010 and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

**"Senior Facility Agreement"** means the senior multicurrency revolving facility agreement dated 17 April 2010 and made between (1) Diamond Holdco Limited (as the parent), (2) Diamond Bidco Limited (as the company), (3) Diamond Bidco Limited (as the original borrower), (4) the subsidiaries of the parent listed in part 1 of schedule 1 therein (as original guarantors), (5) Lloyds TSB Bank plc (as arranger), (6) the financial institution listed in part 2 of schedule 1 therein (as original lender), (7) Lloyds TSB Bank plc (as agent) and (8) Lloyds TSB Bank plc (as security agent) pursuant to which the Original Lender agreed to make certain facilities available to the Borrowers

### SCHEDULE

#### Details of Security Assets

#### Part 1 - Real Property

Registered Land			
Chargor and Company Number	Address	Land Registry Administrative Office	Title number
NONE			

Unregistered land				
Chargor and company number	Address	Document describing the Real Property		
		Date	Document	Parties
NONE				

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

#### Part 2 - Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
NONE				

#### Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
NONE			

#### Part 4 - Intellectual Property

##### Trademarks

Chargor	Mark	Jurisdiction	Status	Class(es)	Registration Number	Application Date	Expiration Date
NONE							

##### Registered Designs

Chargor	Statement of Product	Primary Locarno Class	Design Number	Registration Date	Expiry Date	Jurisdiction
NONE						

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

#### Part 5 - Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Diamond Bidco Limited	On or around the date of the Deed	1. Diamond Bidco Limited 2. Full Circle Future Limited	Share Purchase Agreement
Diamond Bidco Limited	On or around the date of the Deed	1. Diamond Bidco Limited 2. Lord Graham Kirkham 3. Full Circle Future Limited	Future Arrangements Deed

#### Part 6 - Insurances

Chargor	Insurer	Policy number
NONE		



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7218977  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 17  
APRIL 2010 AND CREATED BY DIAMOND BIDCO LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH PRESENT OR FUTURE MEMBER OF THE GROUP TO  
LLOYDS TSB BANK PLC (THE "SECURITY AGENT") AND/OR  
THE OTHER SECURED PARTIES (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 22 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2010



*Companies House*  
— for the record —

JX  
SA



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES