

MG01

Particulars of a mortgage or charge



150954/26

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge on a
company. To do this, use
form MG01s

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04/02/2011

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COMPANIES HOUSE

ise
uk

1 Company details

Company number 0 7 4 7 4 4 1 3
Company name in full POPPY 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 02 08 20 11 20 11

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 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

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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 LLOYDS TSB BANK PLC ("Security Agent")

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

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) (save for any Permitted Security) 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

1 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:

continued on the continuation page

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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

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 DLA Piper UK 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 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,
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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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) by way of first legal mortgage:</p> <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 (if any), but excluding in each such case Short Leasehold Properties, at 28 January 2011 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 but excluding in each such case Short Leasehold Properties and all interests in Real Property but excluding in each such case Short Leasehold Properties (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,</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,</p> <p>other than any which are for the time being part of the Chargor's stock-in-trade or work-in-progress);</p> <p>(e) by way of first fixed charge</p> <p>(1) the Charged Securities 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 Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 376 1038 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 501 1477 557">(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and</p> <p data-bbox="323 593 1493 707">(111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(1) or 4.1(f)(11) of the Deed) and all monies at any time standing to the credit of such accounts,</p> <p data-bbox="323 743 1509 833">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 and all rights to repayment of any of the foregoing;</p> <p data-bbox="323 869 884 898">(g) by way of first fixed charge</p> <p data-bbox="323 934 1398 990">(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets), and</p> <p data-bbox="323 1025 1493 1081">(11) all other Intellectual Property (if any) (not charged by clause 4 1 (g)(1) of the Deed),</p> <p data-bbox="323 1117 1509 1207">(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset;</p> <p data-bbox="323 1243 1509 1299">(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):</p> <p data-bbox="323 1335 1509 1424">(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</p> <p data-bbox="323 1460 1477 1516">(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p data-bbox="323 1552 1398 1608">(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p data-bbox="323 1644 743 1673">2.2 Security assignments</p> <p data-bbox="323 1709 1509 1787">The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p data-bbox="323 1823 1477 1879">(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;</p> <p data-bbox="323 1915 772 1944">(b) each of the following:</p> <p data-bbox="323 1980 1477 2036">(1) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets), and</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>(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</p> <p>(c) all other Receivables (not assigned under clause 4.2(a) 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 Insurances.</p> <p>2.3 Assigned Assets</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>2.4 Leases restricting charging</p> <p>(a) There shall be excluded from the charge created by clause 4.1 (Fixed charges) of the Deed and from the operation of clause 20 (Further Assurances) of the Deed any Long Leasehold Property held by the Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant waiver, condition or consent has been satisfied or obtained.</p> <p>(b) For each Excluded Property, the Chargor undertook to apply for the relevant consent or waiver within 10 Business Days of 28 January 2011 or, as appropriate, the date such Long Leasehold Property was acquired by the Chargor and where any lease provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain that consent as soon as practicably possible and to keep the Security Agent informed of the progress of its negotiations</p> <p>(c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 4.1 (Fixed charges) of the Deed (or, as the case may be, clause 20 (Further Assurances) of the Deed.</p> <p>3 FLOATING CHARGE</p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future.</p> <p>(a) 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, and</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p>4. CONVERSION OF FLOATING CHARGE</p> <p>4.1 Conversion by notice</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> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Agent (acting reasonably) considers any Security Assets 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>4.2 Small companies</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>4.3 Automatic conversion</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>(i) 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>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset except where such attempt is frivolous or vexatious and is discharged within 14 days, 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>	

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Short particulars	<p>4 4 Scottish property</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>4 5 Partial conversion</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 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> <p>4.6 Reconversion to floating charge</p> <p>Any floating charge which has crystallised under clause 6 1 (Conversion by notice) or 6.3 (Automatic conversion) of the Deed may by notice in writing given at any time by the Security Agent to the Chargor be reconverted into a floating charge under clause 5 (Floating Charge) of the Deed in relation to the assets specified in such notice</p> <p>5. CONTINUING SECURITY</p> <p>5.1 Continuing security</p> <p>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.</p> <p>5 2 Additional and separate security</p> <p>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.</p> <p>5 3 Right to enforce</p> <p>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</p>	

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

6 LIABILITY OF CHARGOR 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 ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of the Chargor with the Security Agent and/or any other Secured Party (or any of them) or in which the Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.

8. UNDERTAKINGS BY THE CHARGOR

8.1 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 Facilities 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 Facilities Agreement.

8.2 Security Assets generally

The Chargor shall:

(a) not, except with the prior written consent of the Security Agent (such consent 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 Facilities Agreement),

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

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Please give the short particulars of the property mortgaged or charged

Short particulars

8 3 Real Property undertakings - maintenance

The Chargor shall not, except with the prior written consent of the Security Agent (or as expressly permitted under the Senior Facilities 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), or

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

8.4 Dealings with and realisation of Receivables and Collection Accounts

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 5 Operation of Collection Accounts

Whilst an Event of Default is continuing, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

8 6 Operation of Cash Collateral Accounts

The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Senior Facilities Agreement or the Intercreditor Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

8 7 Charged Investments - protection of security

The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise

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Short particulars	<p>9 ENFORCEMENT OF SECURITY</p> <p>9.1 No liability</p> <p>(a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).</p> <p>(b) Without prejudice to the generality of clause 14 6(a) of the Deed, neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable</p> <p>10. SET-OFF</p> <p>10.1 Set-off rights</p> <p>(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any 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 Charging Company) against any matured obligation 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</p> <p>(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.</p> <p>(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</p> <p>(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 to be the amount of that obligation</p> <p>10.2 Time deposits</p> <p>Without prejudice to clause 18 1 (Set-off) 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</p> <p>when</p>	

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Short particulars	<p>(a) the Debenture Security has become enforceable, and</p> <p>(b) no Secured Obligation is due and payable,</p> <p>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</p> <p>11 FURTHER ASSURANCES</p> <p>11 1 Further action</p> <p>The Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,</p> <p>(b) facilitating the realisation of any Security Asset;</p> <p>(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</p> <p>(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 or any other Transaction Security Document</p> <p>This includes</p> <p>(1) the re-execution of the Deed or such Transaction Security Document,</p> <p>(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</p> <p>(111) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Agent may think expedient</p>	

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Short particulars	<p>11 2 Finance Documents</p> <p>The Chargor shall (and the Parent 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 Finance Documents.</p> <p>11 3 Specific security</p> <p>Without prejudice to the generality of clause 20 1 (Further action) of the Deed, the Chargor will immediately 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>12 POWER OF ATTORNEY</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 ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 21 (Power of Attorney) of the Deed</p> <p>13. CHANGES TO THE PARTIES</p> <p>13.1 Chargors</p> <p>The Chargor may not assign any of its rights or obligations under the Deed</p> <p>13 2 Security Agent</p> <p>The Security Agent may assign or transfer all or any part of its rights under the Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE.</p> <p>In this form:</p> <p>"Accession Deed" means an accession deed substantially in the form set out in schedule 6 (Form of Accession Deed) to the Deed,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed,</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration in each case required by law;</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and</p> <p>(a) (in relation to any date for payment or purchase of a currency other than Euro (as defined in the Senior Facilities Agreement)) the principal financial centre of the country of that currency, or</p> <p>(b) (in relation to any date for payment or purchase of Euro (as defined in the Senior Facilities Agreement)) any TARGET Day (as defined in the Senior Facilities Agreement),</p> <p>"Cash Collateral Accounts" means each</p> <p>(a) Mandatory Prepayment Account; and</p> <p>(b) each Holding Account,</p> <p>(each as defined in the Senior Facilities Agreement) and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets),</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p>"Charged Securities" means:</p> <p>(a) the securities 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 28 January 2011) as at 28 January 2011 or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time;</p> <p>"Charging Company" means the companies party to the Deed (including the Chargor) and any other company which accedes to the Deed pursuant to an Accession Deed;</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>"Collection Account" has the meaning given to that term in clause 11 8(a) (111) of the Deed;</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> <p>"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement;</p> <p>"Excluded Property" has the meaning given to that term in clause 4 6 (a) of the Deed,</p> <p>"Finance Document" means the Senior Facilities Agreement, any Accession Deed, any accession deed to the Senior Facilities Agreement, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Report Recoveries Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Senior Facilities Agreement unless defined herein) and any other document designated as a "Finance Document" by the Agent (as defined in the Senior Facilities Agreement) and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement (as defined in the Senior Facilities Agreement) shall be a Finance Document only for the purposes of</p> <p>(a) the definition of "Material Adverse Effect" (as defined in the Senior Facilities Agreement),</p> <p>(b) paragraph (a) of the definition of "Permitted Transaction",</p> <p>(c) the definition of "Transaction Document" (as defined in the Senior Facilities Agreement);</p> <p>(d) the definition of "Transaction Security Document";</p> <p>(e) clause 1 2(a)(iv) (Construction) of the Senior Facilities Agreement,</p> <p>(f) clause 2 3 (Finance Parties' rights and obligations) of the Senior Facilities Agreement,</p> <p>(g) clause 21 (Guarantee and indemnity) of the Senior Facilities Agreement;</p> <p>(h) clause 26 (Events of Default) (other than 26 14(b) and clause 26.17 (Acceleration) of the Senior Facilities Agreement), and</p> <p>(i) clause 27 4 (Limitation of responsibility of Existing Lenders) of the Senior Facilities Agreement,</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>For the avoidance of doubt, where the term "Finance Document" is used in, and construed for the purposes of, a Transaction Security Document, a Hedging Agreement (as defined in the Senior Facilities Agreement) shall be a Finance Document,</p> <p>"Group" means the Parent and each of its Subsidiaries (as defined in the Senior Facilities Agreement) for the time being,</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest excluding policies of insurance which relate to liabilities to third parties (including, without limitation the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets));</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to:</p> <p>(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 28 January 2011 or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor (which may as at 28 January 2011 or in the future subsist),</p> <p>including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets),</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or around the date hereof and made between, among others, the Parent, the Chargor, the Debtors (as defined in the Intercreditor Agreement), the Security Agent, Lloyds TSB Bank plc as Senior Agent, the Lenders (as Senior Lenders), the Arrangers (as Senior Arrangers), the Ancillary Lenders (as Senior Lenders), the Hedge Counterparties, the Structural Lender and the Intra-Group Lenders (as defined in the Intercreditor Agreement),</p> <p>"Long Leasehold Properties" means all leasehold properties for a term of 15 years or more unexpired at 28 January 2011 (or to the extent that such leases are not currently owned by the Chargor at the date of the acquisition of the relevant lease);</p> <p>"Parent" means Poppy Finco Limited with CRN 07479464;</p> <p>"Permitted Security" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Permitted Transaction" has the meaning assigned to that term in the Senior Facilities Agreement,</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>"Quasi-Security" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 28 January 2011 or in future belonging to the Chargor, or in which the 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</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon other than those belonging to any landlord, tenant or occupier other than the Chargor,</p> <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>"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Senior Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the 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>"Receiver" 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>"Related Rights" 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>	

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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>"Relevant Contract" means</p> <ul style="list-style-type: none"> (a) each Acquisition Document, (b) each Hedging Agreement, and (c) each Material Contract, <p>(each as defined in the Senior Facilities Agreement)</p> <p>together with each other agreement supplementing or amending or novating or replacing the same,</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate, the Senior Agent (being Lloyds TSB Bank plc as at 28 January 2011), the Senior Arrangers (being Lloyds TSB Bank Plc and Santander UK plc as at 28 January 2011) or each Senior Creditor (as defined in the Intercreditor Agreement);</p> <p>"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;</p> <p>"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,</p> <p>"Security Period" means the period beginning on 28 January 2011 and ending on the date on which:</p> <ul style="list-style-type: none"> (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, <p>"Senior Facilities Agreement" means the senior term and revolving facilities agreement dated 28 January 2011 and made between, (1) Poppy Finco Limited as the Parent, (2) Poppy Bidco Limited as the Company, (3) The subsidiaries of the Parent listed in part 1 of schedule 1 as Original Borrowers, (4) The subsidiaries of the Parent listed in part 1 of schedule 1 as Original Guarantors, (5) Lloyds TSB Bank plc and Santander UK plc as Arrangers, (6) the financial institutions listed in part 2 of schedule 1 as Original Lenders, (7) the financial institutions listed in part 2 of schedule 1 as Original Hedge Counterparties, (8) Lloyds TSB Bank plc as Agent and (9) Lloyds TSB Bank plc as Security Agent,</p> <p>"Short Leasehold Properties" means all leasehold properties for a term of less than 15 years unexpired at 28 January 2011 (or to the extent that such leases are not currently owned by the Chargor at the date of the acquisition of the relevant lease),</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

"**Transaction Security Documents**" means the document listed in paragraph 3 (c) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement (including the Deed), the document listed in paragraph 3(a)(iii) of part 2 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement and any document required to be delivered to the Agent under paragraph 14 of part 3 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement together with any other document entered into by any Obligor (including the Chargor) (as defined in the Senior Facilities Agreement) creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

SCHEDULE

DETAILS OF SECURITY ASSETS

Part 1: Real Property

None as at 28 January 2011

Part 2 Charged Securities

None as at 28 January 2011

Part 3 Charged Accounts

None as at 28 January 2011

Part 4 Intellectual Property

None as at 28 January 2011

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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 Material Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Poppy Bidco Limited	18 January 2011	(1) Vollin Holdings Limited, (2) the persons whose names and addresses are set out in schedule 2 therein, (3) Sanne Trust Company Limited in its capacity as trustee of the trust known as The Phase Eight Employees' Share Trust, (4) Poppy Bidco Limited and (5) Cameron Topco Limited	Acquisition Agreement as defined in the Senior Facilities Agreement
Poppy Bidco Limited	18 January 2011	(1) the several persons whose names and addresses are set out in Part 1 of Schedule 1 thereto and (2) Poppy Bidco Limited	Warranty Deed as defined in the Senior Facilities Agreement

Part 6 Insurances

None as at 28 January 2011



FILE COPY

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

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

**COMPANY NO. 7474413
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 28
JANUARY 2011 AND CREATED BY POPPY 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 (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 4 FEBRUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 FEBRUARY
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES