

# MG01

## Particulars of a mortgage or charge

107929/13 **iris**  
LASERTORM

### 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 for**  
You cannot use this form to register  
particulars of a mortgage or charge  
company To form MG01s

FRIDAY



LD7 \*L18OZ135\* #17  
11/05/2012  
COMPANIES HOUSE

on, please  
at  
se gov uk

<b>1</b>	<b>Company details</b>	<b>1</b> <b>L.C.</b> For official use
Company number	0 7 6 7 3 6 4 2	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Waterstones Holdings Limited (the "Chargor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d3 d0 m0 m4 y2 y0 y1 y2	
<b>3</b>	<b>Description</b>	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'  A debenture dated 30 April 2012 granted by the Chargor in favour of Russian Commercial Bank (Cyprus) Ltd as trustee for each of the Finance Parties (the "Security Agent") (the "Debenture")	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the mortgage or charge  In the Debenture, the Chargor has covenanted with the Security Agent (as trustee for the Finance Parties) to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Finance Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms if and to the extent that it is required to indemnify any such item under the terms of any relevant Finance Document (which indemnified sums shall (if so payable) be treated as Secured Obligations for the purposes of the Debenture)	<b>Continuation page</b> 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 Russian Commercial Bank (Cyprus) Ltd

Address 2, Amathuntos Street,

Limassol, Cyprus

Postcode C Y - 3 3 1 0

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

In the Debenture, the Chargor has assigned and agreed to assign absolutely with full title guarantee to the Security Agent (as trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to the Accounts (and in each case, any renewal or redesignation thereof or substitution therefore) and the debt or debts represented thereby and all other Related Rights but without prejudice to the Chargor's right to appoint signatories on the Accounts or as otherwise permitted under the Finance Documents except at any time while an Event of Default is continuing

In the Debenture, the Chargor has charged with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties) (to the extent not validly and effectively assigned pursuant to Clause 3.1 (*Assignment by way of Security*)) of the Debenture as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets

- (a) each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented and all other Related Rights,
- (b) all proceeds paid or payable under and each of its interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights,
- (c) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,

(Contd.)

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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

- (d) patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,
- (e) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights,
- (f) goodwill and rights and claims in relation to its uncalled share capital,
- (g) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,
- (h) the Relevant Shares and all dividends, interest and other moneys payable in respect of the Relevant Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise),
- (i) Investments and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system in respect of those Investments to the extent not charged pursuant to paragraph (h) above, and
- (j) each of the assets which are specified in Clause 3 1 (*Assignment by way of Security*) of the Debenture

In the Debenture,

- (a) The Chargor with full title guarantee has charged in favour of the Security Agent (as trustee for the Finance Parties), as security for the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Chargor
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Finance Parties) as security for the Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

The Debenture contains covenants for further assurance and a negative pledge

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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="312 394 1034 423">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 490 1509 546">Capitalised terms used throughout this MG01, and not defined herein, have been defined in the Definition Schedule</p> <p data-bbox="312 607 494 631"><b>Definitions</b></p> <p data-bbox="312 665 911 692">"Account" means each of the following</p> <p data-bbox="368 725 1185 808">(a) Account number. 0835-1869584-62 IBAN: CH09 0483 5186 9584 6200 0</p> <p data-bbox="368 842 1197 927">(b) Account number: 0835-1869584-62-1 IBAN: CH79 0483 5186 9584 6200 1,</p> <p data-bbox="312 960 715 987">together, "the Accounts".</p> <p data-bbox="312 1021 1509 1077">"Accession Letter" means a document substantially in the form set out in Schedule 8 (<i>Form of Accession Letter</i>) of the Facility Agreement</p> <p data-bbox="312 1111 1509 1193">"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 24 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p data-bbox="312 1227 1509 1310">"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.</p> <p data-bbox="312 1344 1123 1370">"Agent" means Russian Commercial Bank (Cyprus) Ltd</p> <p data-bbox="312 1404 1182 1431">"Arranger" means Russian Commercial Bank (Cyprus) Ltd.</p> <p data-bbox="312 1464 1509 1520">"Borrower" means Waterstones Holdings Limited (registration number 07673642)</p> <p data-bbox="312 1554 1509 1637">"Borrower Debenture" means the English law governed debenture granted by the Borrower in favour of the Security Agent, in form and substance acceptable to the Security Agent and the Agent</p> <p data-bbox="312 1671 1509 1787">"Charged Assets" means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of Security Agent by or pursuant to the Debenture.</p> <p data-bbox="312 1821 1509 1877">"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p data-bbox="312 1910 1509 1966">"Event of Default" means any event or circumstance specified as such in Clause 22 (<i>Events of Default</i>) of the Facility Agreement</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"<b>Facility Agreement</b>" means the Facility Agreement dated on or about the date of the Debenture between Waterstones Holdings Limited as Borrower, Waterstones Booksellers Limited as Original Guarantor and Russian Commercial Bank (Cyprus) Ltd as Original Lender, Arranger, Agent and Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time)</p> <p>"<b>Fee Letter</b>" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger, the Agent and/or the Security Agent respectively and the Borrower setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement.</p> <p>"<b>Finance Document</b>" means the Facility Agreement, the Security Documents, any Fee Letter, any Accession Letter, the Subordination Agreement, the Personal Guarantee, the Financial Services Mandate Letter, the Letter of Trustee Confirmation and any other document designated as a "Finance Document" by the Agent and the Borrower.</p> <p>"<b>Finance Party</b>" means the Agent, the Arranger, the Security Agent or a Lender</p> <p>"<b>Financial Services Mandate Letter</b>" means the letter dated on or about the date of the Facility Agreement relating to certain financial services to be provided by the Arranger and its Affiliates to the Borrower and its Affiliates</p> <p>"<b>Group</b>" means the Borrower and its Subsidiaries for the time being</p> <p>"<b>Guarantor</b>" means the Original Guarantor or an Additional Guarantor.</p> <p>"<b>Holding Company</b>" means, in relation to a person, any other person in respect of which it is a Subsidiary</p> <p>"<b>Investments</b>" means all stocks, shares, debentures, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf.</p> <p>"<b>Letter of Trustee Confirmation</b>" means the letter dated on or about the date of the Facility Agreement from the trustee of the Ultimate Beneficial Owner addressed to the Agent and setting out details of all of the Ultimate Beneficial Owner's material assets</p> <p>"<b>Lender</b>" means</p> <p>(a) the Original Lender, and</p> <p>(b) any entity which has become a Lender in accordance with Clause 23</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	<p>(Changes to the Lenders) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement</p> <p>"Obligor" means the Parent, the Borrower or a Guarantor.</p> <p>"Original Guarantor" means Waterstones Booksellers Limited (registration number 00610095)</p> <p>"Original Guarantor Security Document" means the English governed debenture granted by the Original Guarantor in favour of the Security Agent in form and substance acceptable to the Security Agent and the Agent</p> <p>"Original Lender" means Russian Commercial Bank (Cyprus) Ltd.</p> <p>"Parent" means A &amp; NN Holdings Limited a company limited by shares, organised and existing under the laws of the Republic of Cyprus, with registration number 159138, having its registered office address at Diagorou 4, Kermia Building, 6th floor, Flat/Office 601, P C 1097, Nicosia, Cyprus.</p> <p>"Personal Guarantee" means the personal guarantee dated on or about the date of the Facility Agreement granted by the Ultimate Beneficial Owner in favour of the Secured Parties</p> <p>"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset,</li> <li>(b) all rights under any license, agreement for sale or agreement for lease in respect of that asset,</li> <li>(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and</li> <li>(d) any moneys and proceeds paid or payable in respect of that asset</li> </ul> <p>"Relevant Share" means any Share listed in Schedule 1 (Relevant Shares) of the Debenture and all of the Chargor's other present and future Shares in any member of the Group for the time being</p> <p>"Secured Obligations" means all obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents,</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

whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) notwithstanding any limitations set out in Clause 17 (*Guarantee and Indemnity*) of the Facility Agreement

**"Secured Parties"** means the Security Agent, any Receiver or Delegate, the Agent and each Lender from time to time party to the Facility Agreement.

**"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 Documents"** means the Share Pledge Agreement, the Borrower Debenture and the Original Guarantor Security Document and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations.

**"Share"** means any stock, share, debenture or other security

**"Share Pledge Agreement"** means the English law governed share pledge agreement relating to the shares in the Borrower owned by the Parent in favour of the Security Agent in form and substance acceptable to the Security Agent and the Agent

**"Subordination Agreement"** means the subordination deed dated on or about the date of the Facility Agreement between the Parent as subordinated creditor, the Borrower, the Original Guarantor and the Security Agent.

**"Subsidiary"** means any person (referred to as the "first person") in respect of which another person (referred to as the "second person")

(a) holds a majority of the voting rights in that first person or has the right under the constitution of the first person to direct the overall policy of the first person or alter the terms of its constitution, or

(b) is a member of that first person and has the right to appoint or remove a majority of its board of directors or equivalent administration, management or supervisory body; or

(c) has the right to exercise a dominant influence (which must include the right to give directions with respect to operating and financial policies of the first person which its directors are obliged to comply with whether or not for its benefit) over the first person by virtue of provisions contained in the articles (or equivalent) of the first person or by virtue of a control contract which is in writing and is authorised by the articles (or equivalent) of the first person and is permitted by the law under which such first person is established, or

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## Particulars of a mortgage or charge

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Short particulars

(d) is a member of that first person and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in the first person or the rights under its constitution to direct the overall policy of the first person or alter the terms of its constitution, or

(e) has the power to exercise, or actually exercises dominant influence or control over the first person,

and for the purposes of this definition, a person shall be treated as a member of another person if any of that person's Subsidiaries is a member of that other person or, if any shares in that other person are held by a person acting on behalf of it or any of its Subsidiaries. A Subsidiary shall include any person the shares or ownership interests in which are subject to Security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such Security

**"Ultimate Beneficial Owner"** means Alexander Leonidovich Mamut, a citizen of the Russian Federation, residing at Moscow, Granatny per 10, bld 1, appt 33, Russian Federation and bearer (as at the date of the Facility Agreement) of the Russian passport number 45 08 117 439

**"VAT"** means value added tax as provided for in the Value Added Tax Act



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## Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount

None.

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance* X

This form must be signed by a person with an interest in the registration of the charge

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## 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 Kaveeta Meir (70-40513844)

Company name Clifford Chance LLP  
(via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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](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)**



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

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

**COMPANY NO. 7673642  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 APRIL 2012  
AND CREATED BY WATERSTONES HOLDINGS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
OBLIGOR TO ANY SECURED PARTY 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 11 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2012

L.C

