

20934/26

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form

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



What this form is for

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



What this form is NOT for

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

THURSDAY



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A05

26/01/2012

#261

COMPANIES HOUSE

1

Company details

Company number

0 7 8 8 2 0 9 9

Company name in full

Key Midco Limited (the "Chargor")

1

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d1 m0 m1 y2 y0 y1 y2

3

Description

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

Description

Debenture dated 21 January 2012 made between, among others, (1) the Chargor and (2) the Security Trustee (as defined in this form MG01 below) (the "Debenture")

4

Amount secured

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

Amount secured

400
+
10

All present and future indebtedness, moneys, obligations and liabilities of the Chargor to the Finance Parties under or in connection with the Finance Documents (including the Debenture), in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, and whether or not the Finance Party was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which any of them may be or become liable to the Finance Parties, together with

Continuation page

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

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4	Amount secured	1
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>all Expenses and all interest under Clause 2.2 (<i>Interest</i>) of the Debenture (the "Secured Liabilities")</p> <p>For capitalised terms used but not otherwise defined in this form MG01, please see continuation pages 1, 2 and 3).</p> <p>Acquisition Agreements has the meaning given to that term in the Facilities Agreement</p> <p>Authorisations has the meaning given to that term in the Facilities Agreement.</p> <p>Charged Property means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture</p> <p>Delegate means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 14.2 to 14.4 (<i>Delegation</i>) of the Debenture and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate</p> <p>Expenses means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of the Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis</p> <p>Facilities Agreement means the multicurrency term and revolving facilities agreement dated 21 January 2012 and made between, among others, the Chargor and the Security Trustee</p> <p>Finance Documents has the meaning given to that term in the Facilities Agreement.</p> <p>Finance Party has the meaning given to that term in the Facilities Agreement (together the Finance Parties).</p> <p>Hedging Agreement has the meaning given to that term in the Facilities Agreement (together the Hedging Agreements).</p> <p>Insurances means the Key-man Policies and the proceeds of them and all other contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy</p> <p>Intellectual Property means:</p> <p>(a) all patents, trademarks, service marks, designs, business names,</p>	

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Particulars of a mortgage or charge

4	Amount secured	2
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>design rights, moral rights, inventions and all other registered or unregistered intellectual property rights,</p> <p>(b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;</p> <p>(c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences,</p> <p>(d) all know-how, confidential information and trade secrets; and</p> <p>(e) all physical material in which any intellectual property might be incorporated,</p> <p>including, without limitation, any of the same specified in Schedule 4 (<i>Intellectual Property</i>) of the Debenture.</p> <p>Key-man Policies means each of the key-man policies of life insurance or life assurance from time to time taken out by or for the benefit of the Chargor or assigned to the Chargor or in which the Chargor from time to time has an interest in respect of the death or disability or critical illness of the individuals specified in Schedule 3 (<i>Key-man Policies</i>) of the Debenture</p> <p>Mortgaged Property means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it</p> <p>Permitted Security has the meaning given to that term in the Facilities Agreement</p> <p>Permitted Transaction has the meaning given to that term in the Facilities Agreement</p> <p>Premises means all buildings and erections from time to time situated on or forming part of any Mortgaged Property</p> <p>Receiver means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.</p> <p>Related Rights means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise</p> <p>Securities means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or</p>	

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Particulars of a mortgage or charge

4	Amount secured	3
Amount secured	<p data-bbox="285 499 1026 526">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="285 600 1460 801">other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 5 (<i>Securities</i>) of the Debenture, together with all property and rights of the Chargor in respect of any account held by or for the Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p data-bbox="285 837 1425 891">Specified Contracts means each of the contracts specified in Schedule 6 (<i>Specified Contracts</i>) of the Debenture.</p>	

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	The Royal Bank of Scotland PLC
Address	(the "Security Trustee") 8th Floor, 280 Bishopsgate, London
Postcode	E C 2 M 4 R B
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. Fixed Security**Charges**

1.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (Real Property)) of the Debenture

1.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future

1 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 1.1 above);

1.2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;

1 2 3 where any Mortgaged Property is leasehold property, any right or

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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	4
Short particulars	<p>interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;</p> <p>1 2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;</p> <p>1 2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);</p> <p>1 2 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;</p> <p>1 2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;</p> <p>1 2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));</p> <p>1 2 9 all Securities and their Related Rights,</p> <p>1 2 10 all of its goodwill and uncalled capital;</p> <p>1 2 11 all Intellectual Property,</p> <p>1 2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;</p> <p>1 2 13 each of the Specified Contracts, together with</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p> <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

5

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

Assignment

1 3 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, by way of a first legal assignment all of the Chargor's right, title and interest in and to each of the Hedging Agreements and each Acquisition Agreement

2. Floating Charge

Creation of Floating Charge

2 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first floating charge all of the Chargor's undertaking and all its other property, assets and rights, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (Fixed Security) of the Debenture

Qualifying Floating Charge

2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (Creation of Floating Charge) of the Debenture as described in paragraph 2 1 of this Form MG01

Schedule 2

Real Property

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

None at the date of this Deed

Part 2 - Unregistered Land

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

6

Please give the short particulars of the property mortgaged or charged

Short particulars

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

None at the date of this Deed

Schedule 3

Key-man Policies

None at the date of this Deed

Schedule 4

Intellectual Property

None at the date of this Deed

Schedule 5

Securities

Part 1 - Shares

Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder	Share certificate numbers
Key Midco Limited	Key Bidco Limited	1	Ordinary share of £1	Key Midco Limited	1

Part 2 - Other Securities

Name of Chargor	Details of issuer/obligor/company	Description of stock or other securities	Registered holder (if applicable)	Document evidencing or indicating title

Schedule 6

Specified Contracts

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

7

Please give the short particulars of the property mortgaged or charged

Short particulars

Name of Chargor	Document	Date	Parties
Key Bidco Limited	Primary Acquisition Agreement (as defined in the Facilities Agreement)	January 2012	Key Bidco Limited (1) and the Primary Vendors (2)
Key Bidco Limited	First Minority Shareholder Hyperperformance Acquisition Agreement (as defined in the Facilities Agreement)	January 2012	Key Bidco Limited (1) and the First Minority Hyperperformance Vendors (2)
Key Bidco Limited	Second Minority Shareholder Hyperperformance Acquisition Agreement (as defined in the Facilities Agreement)	January 2012	Key Bidco Limited (1) and the Second Minority Hyperperformance Vendors (2)

NOTES

The Debenture also contains the following provisions:

Negative Pledge

The Chargor shall not create or extend or permit to arise or subsist any Security (other than any Security constituted by the Debenture) over the whole or any part of the Charged Property other than any Permitted Security, or pursuant to a Permitted Transaction or with the prior written consent of the Security Trustee

Restriction on Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by Clause 4.1 (Creation of Floating Charge) of the Debenture (Clause 2.1 of the Short Particulars of this Form MG01) for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted or as permitted under the Debenture or which is a Permitted Disposal, a Permitted Transaction or with the prior consent of the Security Trustee

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Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount Nil

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 CMS Cameron McKenna LLP 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 Jennifer Axtell

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3622



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7882099
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JANUARY
2012 AND CREATED BY KEY MIDCO LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE FINANCE PARTIES 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 26 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY
2012

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES