

MG01

Particulars of a mortgage or charge



107670/13

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

TUESDAY



ise
uk

LD2 20/03/2012 #39

COMPANIES HOUSE

1

Company details

Company number 07939278

Company name in full Oswestry Acquilco Limited
(the "Company")

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 09/03/2012

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 A debenture dated 9 March 2012 created by the Company in favour of The Royal Bank of
Scotland plc as security agent for the Secured Parties on the terms and conditions set out in the
Intercreditor Agreement (the "Security Agent") (the "Debenture")

4

Amount secured

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

Amount secured All the Liabilities and all other present and future obligations at any
time due, owing or incurred by any member of the Group and by
each Debtor to any Secured Party under the Finance Documents,
both actual and contingent and whether incurred solely or jointly and
as principal or surety or in any other capacity (the "Secured
Obligations")

Please see attached MG01 continuation pages in Section 6 of this
form for details of the definitions used in this form

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 ☒ The Royal Bank of Scotland plc (as Security Agent)

Address ☒ 15 Bishopsgate

London

Postcode E C 2 P 2 A P

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 Charges

1 1 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts

1 2 The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Company

1 3 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments

1 4 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise)

(Contd)

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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

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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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 Tess Trepak (70-40519122)

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 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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 5 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims, which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture</p> <p>2. Assignments</p> <p>The Company assigned and agreed to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)</p> <ul style="list-style-type: none"> (a) the proceeds of any Insurance Policy and all Related Rights, (b) all rights and claims in relation to any Assigned Account, and (c) each of the Specific Contracts <p>3 Floating Charge</p> <p>3 1 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company</p> <p>3 2 The floating charge created by the paragraph above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Secured Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations</p> <p>3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3 3 (<i>Floating Charge</i>) of the Debenture (this Clause 3)</p> <p>Further Assurance The Debenture contains covenants for further assurance</p> <p>Negative Pledge The Debenture contains a negative pledge</p> <p>Please see attached MG01 continuation pages in Section 6 of this form for details of the definitions used in this form</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Accession Deed" means a document substantially in the form set out in Part 1 of Schedule 7 (*Forms of Accession Deeds*) of the Senior Facilities Agreement

"Account" means any account opened or maintained by a Chargor with the Agent or any other person including each account specified in Schedule 4 (*Details of Accounts*) of the Debenture opposite its name or in any Security Accession Deed by which a Chargor becomes a party to the Debenture (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Acquisition" means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents

"Acquisition Agreement" means the sale and purchase agreement dated on or prior to the Closing Date between the Vendor and the Company, and the sale and purchase agreements dated on or prior to the Closing Date between certain members of management of the Target Group and the Company, in each case relating to the sale and purchase of the Target Shares

"Acquisition Documents" means the Acquisition Agreement and any other document designated as an Acquisition Document by the Agent and the Parent

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

"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. Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term **Affiliate** shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings

"Agent" means The Royal Bank of Scotland plc

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Arranger" means Credit Suisse AG, London Branch, Deutsche Bank AG, London Branch, HSBC Bank plc, Nomura International plc and The Royal Bank Of Scotland plc (whether acting

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Short particulars	<p>individually or together)</p> <p>"Assigned Account" means any Mandatory Prepayment Account and any other Account that may from time to time be agreed in writing as an Assigned Account between the Security Agent and the relevant Chargor</p> <p>"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 9.9 (<i>Affiliates of Borrowers</i>) of the Senior Facilities Agreement</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) 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) any TARGET Day</p> <p>"Charged Property" means all the assets and undertaking of each Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture</p> <p>"Chargors" means the Original Chargors and any other member of the Group which has become a Chargor under the Debenture by executing a Security Accession Deed and "Chargor" means any of them</p> <p>"Closing Date" means the date on which the Acquisition is completed in accordance with the terms of the Acquisition Agreement</p> <p>"Company" means Oswestry Acquico Limited, a limited liability company incorporated in England and Wales with registration number 07939278</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Senior Facilities Agreement</p> <p>"Creditors" means the Senior Lenders, the Hedge Counterparties and the Intra-Group Lenders (as defined in the Intercreditor Agreement)</p> <p>"Debtor" means each Original Debtor (as defined in the Intercreditor Agreement) and any person which becomes a party to the Intercreditor Agreement as a Debtor in accordance with the terms of Clause 16 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Debt Documents" means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the Transaction Security Documents, any agreement evidencing the terms of the Intra-Group Liabilities (as such term is defined in the Intercreditor Agreement), or the Subordinated Liabilities (as such term is defined in the Intercreditor Agreement) and any other document designated as such by the Security Agent and the Parent</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Facility" means a Term Facility or the Revolving Facility</p> <p>"Fee Letter" means</p> <p>(a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (<i>Fees</i>) of the Senior Facilities Agreement , and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2 2 (<i>Increase</i>), Clause 17 5 (<i>Fees payable in respect of Letters of Credit</i>) or Clause 17 6 (<i>Interest, commission and fees on Ancillary Facilities</i>) of the Senior Facilities Agreement or under any other Finance Document</p> <p>"Finance Document" means the Senior Facilities Agreement, the Syndication Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent 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 shall be a Finance Document only for the purposes of</p> <p>(a) the definition of Material Adverse Effect</p> <p>(b) the definition of Transaction Document,</p> <p>(c) the definition of Transaction Security Document,</p> <p>(d) paragraph (a)(iv) of Clause 1 2 (<i>Construction</i>) of the Senior Facilities Agreement,</p> <p>(e) Clause 23 (<i>Guarantee and Indemnity</i>) of the Senior Facilities Agreement, and</p> <p>(f) Clause 28 (<i>Events of Default</i>) (other than paragraph (b) of Clause 28 15 (<i>Repudiation and rescission of agreements</i>) and Clause 28 18 (<i>Acceleration</i>)) of the Senior Facilities Agreement</p> <p>"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender provided that, where the term Finance Party is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of</p> <p>(a) the definition of Secured Parties,</p> <p>(b) paragraph (a)(i) of Clause 1 2 (<i>Construction</i>) of the Senior Facilities Agreement,</p>	

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Short particulars	<p>(c) paragraph (c) of the definition of Material Adverse Effect,</p> <p>(d) Clause 23 (<i>Guarantee and Indemnity</i>) of the Senior Facilities Agreement, and</p> <p>(e) Clause 33 (<i>Conduct of business by the Finance Parties</i>) of the Senior Facilities Agreement</p> <p>"Group" means the Parent and its Subsidiaries for the time being (including, from the Closing Date, the Target Group)</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement</p> <p>"Hedge Counterparty" means any person which has become a Party as a Hedge Counterparty in accordance with Clause 29 8 (<i>Accession of Hedge Counterparties</i>) of the Senior Facilities Agreement</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between a member of the Group and a Hedge Counterparty for the purpose of implementing any Permitted Treasury Transaction</p> <p>"Hedging Letter " means the letter dated on or about the date of the Senior Facilities Agreement and made between the Arranger and the Parent describing the hedging arrangements to be entered into in respect of certain of the interest rate liabilities and the exchange rate risks in relation to certain of the Facilities</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which each Chargor may from time to time have an interest, including each policy specified in Schedule 5 (<i>Details of Insurance Policies</i>) of the Debenture opposite its name or in any Security Accession Deed by which a Chargor becomes a party to the Debenture</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Senior Facilities Agreement between, among others, the Parent, the Company, the Agent, the Security Agent, the Creditors and the Obligors</p> <p>"Investments" means</p> <p>(a) any stocks, shares, debentures securities and certificates of deposit (but not including the Shares),</p> <p>(b) all interests in collective investment schemes, and</p> <p>(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),</p>	

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Short particulars	<p>in each case whether held directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system) and, in each case, excluding any investment by any Chargor in a Joint Venture</p> <p>"Issuing Bank" means any Lender that has agreed to the Parent's request to be an Issuing Bank and has delivered a duly executed Issuing Bank Accession Deed to the Agent and the Parent pursuant to the terms of this Agreement (and, if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the Issuing Bank) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of this Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit</p> <p>"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity</p> <p>"Legal Opinion" means any legal opinion delivered to the Agent in connection with any Finance Document</p> <p>"Legal Reservations" means</p> <ul style="list-style-type: none"> (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors, (b) the time barring of claims under any applicable laws of limitation (including without limitation the Limitation Acts), the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim, (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction, and (d) any other qualifications or reservations to, and any other general principles set out as to matters of, law in the Legal Opinions <p>"Lender" means</p> <ul style="list-style-type: none"> (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (<i>Increase</i>) or Clause 29 (<i>Changes to the Lenders</i>) of the Senior Facilities Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement <p>"Letter of Credit" means</p> <ul style="list-style-type: none"> (a) a letter of credit, substantially in the form set out in Schedule 11 (<i>Form of Letter of Credit</i>) of the Senior Facilities Agreement or in any other form requested by a Borrower (or the Parent on its behalf) and agreed by the Agent and the Issuing Bank, or 	

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Short particulars	<p>(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Agent and the Issuing Bank</p> <p>"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor or to any Subordinated Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <p>(a) any refinancing, novation, deferral or extension,</p> <p>(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,</p> <p>(c) any claim for damages or restitution, and</p> <p>(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,</p> <p>and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings</p> <p>"Loan" means a Term Loan or a Revolving Facility Loan</p> <p>"Mandatory Prepayment Account" means an interest-bearing account</p> <p>(a) held in London by a Borrower with the Agent or Security Agent,</p> <p>(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by Senior Facilities Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p>"Material Adverse Effect" means a material adverse effect on</p> <p>(a) the business, assets or financial condition of the Group (taken as a whole), or</p> <p>(b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents, or</p> <p>(c) subject to the Legal Reservations and Perfection Requirements, the validity or enforceability of any of the Transaction Security Documents (taken as a whole) in a manner which is materially adverse to the interests of the Finance Parties (taken as a whole) under the Transaction Security</p>	

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Short particulars	<p>Documents and, if capable of remedy, is not remedied within 20 Business Days of the earlier of the Parent (i) becoming aware of the same or (ii) being given notice of the issue by the Agent (provided that such grace periods will run concurrently with any other applicable grace periods)</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which that Chargor is a party and any other assets, property, rights or undertaking of that Chargor)</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Borrower" means the Company</p> <p>"Original Chargors" means the Company and the Parent</p> <p>"Original Guarantor" means the Company and the Parent</p> <p>"Original Lender" means the Financial Institutions listed in Part 2 of Schedule 1 (<i>The Original Parties</i>) of the Senior Facilities Agreement as lenders</p> <p>"Parent" means Oswestry Midco Limited, a company incorporated in England and Wales with registered number 07912960</p> <p>"Party" means a party to the Senior Facilities Agreement</p> <p>"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)</p> <p>"Perfection Requirements" means the making or the procuring of the necessary registrations, filings, endorsements, notarisations, stamping or notifications of the Transaction Security Documents as specifically contemplated by the relevant Transaction Security Documents and/or necessary for the validity and enforceability of the Transaction Security created thereunder</p> <p>"Permitted Financial Indebtedness" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Permitted Treasury Transaction" means</p> <ul style="list-style-type: none"> (a) the hedging transactions entered into by the relevant Obligors contemplated by the Hedging Letter, (b) any interest rate or currency hedging transactions entered into in connection with the Facilities and not for speculative purposes, and (c) any Treasury Transaction entered into for the hedging of actual or projected exposures arising in the ordinary course of day-to-day business activities of the Group (including, without 	

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Short particulars	<p>limitation, the hedging of fuel, electricity and supply risks of the Group and spot and forward delivery foreign exchange contracts) or in respect of Permitted Financial Indebtedness (as such term is defined in the Senior Facilities Agreement) and not for speculative purposes</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any monies and proceeds paid or payable in respect of that asset <p>"Relevant Jurisdiction" means, in relation to an Obligor</p> <ul style="list-style-type: none"> (a) its jurisdiction of incorporation, (b) any jurisdiction where any asset subject to or intended to be subject to any Transaction Security Document to be created by it is situated, and (c) any jurisdiction where it conducts a material part of its business <p>"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) of the Senior Facilities Agreement</p> <p>"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of Clause 2 1 (<i>The Facilities</i>) of that Agreement</p> <p>"Secured Documents" means the Finance Documents and any other document designated as such by the Security Agent and the relevant Chargor</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate, the Agent, the Arrangers and the Senior Creditors from time to time but, in the case of the Agent and each Arranger or Lender, only if it is a party to the Intercreditor Agreement or (in the case of the Agent or a Senior Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 16 9 (<i>Creditor/Agent Accession Undertaking</i>) of 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 Accession Deed" means a deed substantially in the form of Schedule 2 (<i>Form of</i></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><i>Security Accession Deed</i>) of the Debenture pursuant to which an Obligor becomes a party to the Debenture as a Chargor</p> <p>"Security Agent" means Royal Bank of Scotland plc</p> <p>"Selection Notice" means a notice substantially in the form set out in Part 3 of Schedule 3 (<i>Requests</i>) of the Senior Facilities Agreement given in accordance with Clause 15 (<i>Interest Periods</i>) of the Senior Facilities Agreement in relation to a Term Facility</p> <p>"Senior Agent" means the Royal Bank of Scotland plc</p> <p>"Senior Creditor" means the Senior Lenders and the Hedge Counterparties</p> <p>"Senior Facilities Agreement" means the senior facilities agreement made between the Chargors, the Senior Agent, the Security Agent, the Senior Lenders and others dated on or about the date of the Debenture</p> <p>"Senior Lenders" means each Lender, Issuing Bank and Ancillary Lender</p> <p>"Shares" means all of the shares held by, to the order or on behalf of a Chargor at any time, including as specified in Schedule 3 (<i>Details of Shares</i>) of the Debenture opposite its name or in any Security Accession Deed by which a Chargor becomes a party to the Debenture</p> <p>"Specific Contracts" means each Acquisition Document and any other document agreed in writing as a Specific Contract between the Security Agent and the Chargor</p> <p>"Subsidiary" means in relation to any company, corporation or other legal entity (a holding company), a company, corporation or other legal entity</p> <p>(a) which is controlled, directly or indirectly, by the holding company,</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or</p> <p>(c) which is a Subsidiary of another Subsidiary of the holding company, and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body</p> <p>"Syndication" means primary syndication of the Facilities in accordance with the Syndication Letter</p> <p>"Syndication Letter" means the letter dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent relating to Syndication</p> <p>"Target" means Iceland Foods Group Limited, a company incorporated in England and Wales with registered number 06071707</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>"Target Group" means the Target and its Subsidiaries</p> <p>"Target Shares" means all of the issued shares in the Target</p> <p>"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007</p> <p>"TARGET Day" means any day on which TARGET2 is open for the settlement of payments in euro</p> <p>"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)</p> <p>"Term Facility" means Facility A, Facility B1 or Facility B2</p> <p>"Transaction Documents" means the Finance Documents and the Acquisition Documents</p> <p>"Transaction Security Documents" means</p> <p>(a) each of the documents listed as being a Transaction Security Document in paragraph 1(a) of Part 2 of Schedule 2 (<i>Conditions Precedent</i>) and Part 4 of Schedule 2 (<i>Conditions Precedent</i>) of the Senior Facilities Agreement, and</p> <p>(b) 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 obligations of any of the Obligors under any of the Finance Documents</p> <p>"Utilisation Request" means (in relation to a Loan) a notice substantially in the form set out in Part 1 of Schedule 3 (<i>Requests</i>) of the Senior Facilities Agreement or (in relation to a Letter of Credit) a notice substantially in the form set out in Part 2 of Schedule 3 (<i>Requests</i>) of the Senior Facilities Agreement</p> <p>"Vendor" means, together, Landsbanki Islands hf, Frost-Eignarhaldsfelag ehf and Glitnir hf</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7939278
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 MARCH
2012 AND CREATED BY OSWESTRY ACQUICO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
MEMBER OF THE GROUP AND EACH DEBTOR 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 20 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES