

MG01

Particulars of a mortgage or charge

717560/B



iris
LASERFORM

A fee is payable with this form

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



What this form is for

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



What this form is for

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

FRIDAY



A01

A1F04HTL

10/08/2012

COMPANIES HOUSE

#136

lease

gov.uk

1

Company details

Company number

0 8 1 3 2 3 7 9

Company name in full

Survivor Group Holdings 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

d2 d7 m0 m7 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

A debenture dated 27 July 2012 (the "Debenture") granted by the Chargor in favour of Haymarket
Financial LLP as trustee for the Secured Parties (as defined below) (the "Security Agent")

4

Amount secured

Amount secured

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

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of each Obligor to all or any of the Finance
Parties under each or any of the Finance Documents together with

(a) all costs, charges and expenses incurred by any Finance Party in
connection with the protection, preservation or enforcement of its
rights under any Finance Document, and

(b) all moneys, obligations and liabilities due, owing or incurred in
respect of any variations or increases in the amount or composition
of the facilities provided under any Finance Document or the
obligations and liabilities imposed under such documents

(the "Secured Liabilities")

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	Haymarket Financial LLP	
Address	86 Jermyn Street, London	
Postcode	S W 1 Y 6 J D	
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	<p>Pursuant to the Debenture.</p> <p>The Chargor covenants with the Security Agent (as trustee for the Secured Parties) to pay, discharge and satisfy all the Secured Liabilities when due in accordance with their respective terms (or, if the relevant terms do not specify a time for payment, immediately on demand by the Security Agent) and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms,</p> <p>all the Security created under the Debenture</p> <ul style="list-style-type: none">(a) is created in favour of the Security Agent as trustee for the Secured Parties,(b) is security for the payment, discharge or performance of all the Secured Liabilities, and(c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, <p>if the Chargor assigns its rights under an agreement or charges those rights by way of first fixed charge under the Debenture and that assignment or charge breaches a term of that agreement because a third party's consent has not been obtained</p> <ul style="list-style-type: none">(a) that Chargor shall notify the Security Agent promptly,(b) if the relevant asset is material, as agreed by the Chargor and the Security Agent (each acting reasonably), the Chargor shall ensure that they will use all reasonable endeavours (without requiring the payment of unreasonable additional costs in relation to any third party in providing consent) to obtain the consent of the relevant party to rights under that agreement being secured in accordance with the Debenture,	

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(c) until the consent is obtained, the Debenture will secure all amounts of any nature which the Chargor may now or in future receive under or in connection with that agreement but exclude rights under the agreement itself, and

(d) the Chargor shall promptly supply the Security Agent with a copy of any consent obtained by it

1 Land

The Chargor charges

(a) by way of a first legal mortgage, all the Mortgaged Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Mortgaged Property, and

(b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of first fixed charge, all the Real Property (other than any Real Property whilst it is Floating Charge Leasehold Property) and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Real Property (other than any Real Property whilst it is Floating Charge Leasehold Property)

2 Investments

The Chargor charges by way of a first fixed charge all the Shares and Distributions

3 Chattels

The Chargor charges by way of a first fixed charge all the Chattels owned by it and its interest in any Chattels in its possession

4 Accounts

The Chargor charges by way of security a first fixed charge all of its rights and interest in and to the Fixed Charge Accounts

5 Monetary Claims

The Chargor charges by way of a first fixed charge all the Monetary Claims

6 Contracts

The Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 20 (Discharge of Security) of the Debenture, all its rights in respect of the Contracts provided that if any of those rights are not effectively assigned under this sub-clause, the assignment shall instead operate as an assignment of all sums, of any nature, which the Chargor may derive from or be awarded or entitled to in respect of those rights whether by way of charges, compensation, remuneration, profit, rent or income or otherwise and that on payment or discharge in full of the Secured Liabilities (in the opinion of the Security Agent) the Security Agent will at the cost of the Chargor re-assign the relevant rights, title and interest in the Contracts to the Chargor

7 Insurances

(a) The Chargor assigns absolutely, by way of security, all amounts payable to it

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>under or in connection with the Policies and all of its rights in connection with those amounts, subject to reassignment by the Security Agent in accordance with Clause 20 (Discharge of Security) of the Debenture</p> <p>(b) If any amount or right is not effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge the relevant amounts and rights described in paragraph (a) above</p> <p>8 Intellectual Property</p> <p>The Chargor charges by way of first fixed charge all its rights in its Intellectual Property</p> <p>9 Miscellaneous</p> <p>The Chargor charges by way of first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has in any pension fund,</p> <p>(b) all rights to recover any Taxes on any supplies made to it relating to any Secured Asset and any sums so recovered,</p> <p>(c) its goodwill and uncalled capital, and</p> <p>(d) the benefit of any Authorisation held in connection with its business or use of any Secured Asset and the right to recover and receive compensation or any other sum payable in relation to any Authorisation</p> <p>10 Floating charge</p> <p>(a) The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under the Debenture</p> <p>(b) The floating charge created by paragraph (a) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>(c) If the Chargor charges its rights in respect of any asset or class of assets by way of floating charge under the Debenture and it is, as a result of some express contractual provision binding on it, prohibited from charging that asset or class of assets by way of floating charge and notice of any breach is served or proceedings threatened or commenced by a relevant third party in relation to the presence of the floating charge over the relevant asset or class of assets, the Chargor shall, if the asset is material (as agreed by the Company and the Security Agent (each acting reasonably), use all reasonable endeavours (without requiring the payment of unreasonable additional costs in relation to any third party in providing consent) to obtain consent to the charging of the relevant asset by way of floating charge from that relevant third party</p> <p>11 General Undertakings</p> <p>(a) Security</p> <p>The Chargor shall not create or permit to subsist any Security or Quasi-Security (as defined in the Facility Agreement) over the Secured Assets other than pursuant to the Debenture or as permitted by the Facility Agreement</p> <p>(b) Disposal</p>	

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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, assign or otherwise dispose of any of the Secured Assets, save as permitted by the Facility Agreement

(c) Other obligations

The Chargor shall comply in all respects with all laws and regulations relating to the Secured Assets and with all conditions and obligations assumed by it in any agreement relating to any of the Secured Assets if failure to comply has or is reasonably likely to have a Material Adverse Effect (as defined in the Facility Agreement)

(d) Rights relating to Secured Assets

The Chargor shall not

- (i) take any action (or permit any action to be taken) which results or could result in any of its rights relating to any Secured Asset being impaired, or
- (ii) do, or permit to be done, anything which could prejudice the Security constituted or expressed to be constituted by the Debenture,

in each case save as permitted by the Facility Agreement

12 Further assurance

(a) The Chargor shall promptly, at its own cost, and subject to the Agreed Security Principles (as defined in the Facility Agreement), enter into, execute and complete a Legal Mortgage over any Real Property (other than any Real Property whilst it is Floating Charge Leasehold Property) in England and Wales not already the subject of a registrable Legal Mortgage as required by the Security Agent acting reasonably

(b) The Chargor shall promptly, at its own cost, and subject to the Agreed Security Principles (as defined in the Facility Agreement), do whatever the Security Agent requires

- (i) to create, perfect and/or protect the Security created or intended be created by the Debenture,
- (ii) to create, perfect and/or protect the priority of the Security created or intended be created by the Debenture,
- (iii) to facilitate the exercise of any rights, powers and remedies vested in the Security Agent or any Receiver (or their respective Delegates) by the Debenture and/or by the law, and/or
- (iv) to facilitate the realisation of the Secured Assets

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Short particulars	<p>(c) In order to satisfy its obligations under sub-clauses (a) and (b) above, the Chargor shall immediately, upon the request of the Security Agent, execute any transfer, conveyance, mortgage, charge, assignment or assurance over all or any of the assets constituting, or intended to constitute, the Secured Assets (whether in favour of the Security Agent or its nominee or otherwise) and make any registration or notarisation and give any notice, instructions, order or direction in respect of the Secured Assets</p> <p>1 Definitions</p> <p>"Account Bank" means each bank, financial institution or other person with whom an Account is maintained</p> <p>"Accounts" means all accounts with any Account Bank other than Fixed Charge Accounts at any time owned or operated by the Chargor as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of them, all money from time to time standing to the credit of those accounts and all interest accruing in relation to them and the debt or debts represented by them</p> <p>"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 28 (Changes to Obligors) of the Facility Agreement</p> <p>"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 28 (Changes to Obligors) of the Facility Agreement</p> <p>"Arranger" means Haymarket Financial Luxembourg 3 S à r l</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"Borrower" means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (Changes to Obligors) of the Facility Agreement</p> <p>"Chattels" means all plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them</p> <p>"Company" means Survivor Limited a limited liability company incorporated in England and Wales with registered number 08118391</p> <p>"Contracts" means each of the contracts described in Schedule 5 (Contracts) to the Debenture being</p> <ol style="list-style-type: none"> 1 Acquisition Agreement dated on or about the date of the Debenture entered into between (1) the Institutional Vendors (as defined in the Acquisition Agreement), (2) the Management Vendors (as defined in the Acquisition Agreement), (3) Motion II "A" LP and Motion II "B" LP and (4) Survivor Limited relating to the sale of the shares of Novus Leisure Limited, 2 Put Option Agreement and the Call Option Agreement each dated on or about the date of the Debenture and made between (1) John Kelly and (2) Survivor Limited relating to the sale of the shares of Novus Leisure Limited,

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- 3 Warranty Deed dated on or about the date of the Debenture and made between (1) the Warrantors (as defined in the Warranty Deed) and (2) Survivor Limited relating to the sale of the shares of Novus Leisure Limited,
- 4 Disclosure Letter dated on or about the date of the Debenture from the Management Warrantors to Survivor Limited as Purchaser,
- 5 Intercompany Loan Agreement dated on or about the date of the Debenture between Survivor Group Holdings Limited and Survivor Group Limited,
- 6 Intercompany Loan Agreement dated on or about the date of the Debenture between Survivor Group Limited and Survivor Limited,

all guarantees, warranties and indemnities issued in relation to any Contract and any other agreement designated in writing as a Contract by the Security Agent and the Chargor and any loan agreement made between the Company and Target (as defined in the Facility Agreement) on the Closing Date (as defined in the Facility Agreement) pursuant to the Structure Memorandum (as defined in the Facility Agreement)

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent and/ or any Receiver (as appropriate)

"Distributions" means all dividends and distributions of any kind, interest and any other income received or receivable in relation to any of the Shares

"Facility Agreement" means the £42,500,000 term and revolving facility agreement dated on or about the date of the Debenture between, amongst others, Survivor Group Holdings Limited as Parent, Survivor Limited as Original Borrower, the companies listed therein as Original Guarantors, Haymarket Financial Luxembourg 3 S à r l as Arranger, the financial institutions listed therein as Original Lenders, Haymarket Financial LLP as Agent and Security Agent, as amended, supplemented or novated from time to time

"Finance Document" means the Facility Agreement, any Accession Deed (as defined in the Facility Agreement), any Ancillary Document (as defined in the Facility Agreement), any Compliance Certificate (as defined in the Facility Agreement), any Fee Letter (as defined in the Facility Agreement), any Hedging Agreement (as defined in the Facility Agreement), the Intercreditor Agreement, any Resignation Letter (as defined in the Facility Agreement), any Selection Notice (as defined in the Facility Agreement), any Transaction Security Document (as defined in the Facility Agreement), any Utilisation Request (as defined in the Facility Agreement) and any other document designated as a "Finance Document" by the Agent (as defined in the Facility Agreement) and the Chargor and/or the Company

"Finance Party" means the Agent, the Arranger, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Facility Agreement) or the Security Agent

"Fixed Charge Accounts" means the Mandatory Prepayment Account (as defined in the Facility Agreement) and the Holding Account (as defined in the Facility Agreement) as renumbered or redesignated from time to time, each replacement account or sub-account

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relating to any of them, all money from time to time standing to the credit of those accounts and all interest accruing in relation to them

"Floating Charge Leasehold Property" means any leasehold property owned by the Chargor where the terms of the applicable Lease prohibit charging, until such time as landlord consent to such charging under the Transaction Security (as defined in the Facility Agreement) is permitted, whereupon it shall cease to be "Floating Charge Leasehold Property"

"Group" means the Chargor and each of its Subsidiaries for the time being (and including the Target Group on and after the Closing Date) (each term as defined in the Facility Agreement) (and "Group Company" means any of them)

"Guarantor" means Midco, the Company or the Chargor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 28 (Changes to the Obligors) of the Facility Agreement

"Initial Shares" means those shares, stocks, debentures, bonds, warrants, coupons or other securities or investments described in Schedule 3 (Initial Shares) of the Debenture being

Chargor	Description and Number of Shares Held
Survivor Group Holdings Limited	1 ordinary share of £1 in Survivor Group Limited
Survivor Group Limited	1 ordinary share of £1 in Survivor Limited

"Intellectual Property" means

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Group Company (which may now or in the future subsist)

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facility Agreement and made between, among others, Haymarket Financial LLP as Senior Agent and Security Agent, the financial institutions named therein as Senior Lenders, Haymarket Financial Luxembourg 3 S a r l as Senior Arranger, the Original Investors (as defined therein), Survivor Group Holdings Limited as Parent, Survivor Group Limited as Midco, Survivor Limited as the Company, the companies listed therein as Intra-Group Lenders and the Chargor, Midco and the Company as Original Debtors

"Investments" means the Shares and Distributions

"Lease" means any lease, sub-lease, licence, tenancy, agreement for lease or any other

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agreement or right to occupy governing the use or occupation of any of the Real Property, whether on a fixed term or periodic basis

"Legal Mortgage" means a charge by way of legal mortgage granted by the Chargor in favour of the Security Agent and in the form of Schedule 8 (Form of Legal Mortgage) of the Debenture in respect of all or any part of the Real Property acquired by the Chargor after the date of the Debenture

"Midco" means Survivor Group Limited a limited liability company incorporated in England and Wales with registered number 08132364

"Monetary Claims" means all book and other debts and monetary claims of any nature and however arising at any time owing to the Chargor or in which it has an interest and all proceeds of those debts and claims together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same

"Mortgaged Property" means any freehold, leasehold or immovable property specified in Schedule 2 (Mortgaged Property) of the Debenture of which there are none listed as at the date of the Debenture, and any freehold, leasehold or immovable property specified in the schedule to any Legal Mortgage

"Obligor" means the Chargor, a Borrower or a Guarantor

"Policies" means each of the insurance policies described in Schedule 6 (Insurance Policies) of the Debenture of which there are none as at the date of the Debenture and each other insurance policy taken out at any time by or on behalf of the Chargor or in respect of which it has an interest or a right to claim but excluding any third party liability insurance and any insurance in favour of employees

"Real Property" means

- (a) the Mortgaged Property,
- (b) any other freehold, leasehold or immovable property in which any Chargor has an interest,
- (c) any buildings, erections, fixtures, fittings (including trade fittings and machinery) and fixed plant and machinery from time to time situated on or forming part of that property listed in paragraphs (a) and (b) above owned by the Chargor, and
- (d) the benefit of any covenants for title given to or entered into by any predecessor in title of the Chargor in respect of that property listed in paragraphs (a) and (b) above and any money paid in relation to those covenants

"Receiver" means a receiver and manager or receiver or administrative receiver, in each case appointed under the Debenture

"Secured Asset" means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by the Debenture or any document entered into pursuant or supplemental to the Debenture

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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

(including but not limited to any Legal Mortgage)

"Secured Parties" means each Finance Party, any Receiver or Delegate

"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

"Shares" means

- (a) the Initial Shares and all shares, stocks, debentures, bonds, warrants, coupons, interests in collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form) at any time owned by the Chargor or in which it has an interest,
- (b) shares, stocks, debentures, bonds, warrants, coupons, securities, investments, money or other assets arising by way of conversion, exchange, substitution, rights issue, redemption, bonus, preference, option or otherwise in relation to any of the assets referred to in paragraph (a) above, and
- (c) rights to subscribe for, purchase or otherwise acquire any of the assets referred to in paragraph (a) above through options, warrants or otherwise

"Taxes" 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)

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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

NA

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 *ST Beerwin LLP*

X

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

CHFP025

03/11 Version 5.0

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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 **Thomas Middleton**

Company name **S J Berwin**

Address **10 Queen Street Place**

Post town **London**

County/Region **Greater London**

Postcode **E C 4 R 1 B E**

Country **United Kingdom**

DX **255 Chancery Lane**

Telephone **+44 (0)207 111 2099**



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. 8132379
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2012
AND CREATED BY SURVIVOR GROUP HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO ALL OR ANY OF 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 10 AUGUST
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES