

MG01

Particulars of a mortgage or charge

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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 mortgage or charge
in Scotland or the Republic of Ireland
You must use form MG01

THURSDAY



A35 *A22OUVFM* #61
21/02/2013
COMPANIES HOUSE

For more information, please
visit the Companies Act
website at
companies.gov.uk

1

Company details

Company number 8 3 1 7 2 1 0

Company name in full Aghoco 1134 Limited (Company)

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 d1 d5 m0 m2 y2 y0 y1 y3

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 composite guarantee and debenture made between the Company, the subsidiaries of the
Company listed in schedule 1 to the Deed (together with the Company being the Original Chargors)
and the Security Trustee (as defined in section 5 below) (Deed)

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Amount secured

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

Amount secured All monies and liabilities now or after the date of the Deed due, owing
or incurred by the Company to the Beneficiaries (or any of them)
under the Documents (or any of them) in any manner and in any
currency or currencies and whether present or future, actual or
contingent, whether incurred solely or jointly with any other person
and whether as principal or surety, together with all interest accruing
on such monies and liabilities and all costs, charges and expenses
incurred by any Beneficiary under any Document, except for any
obligation which, if it were included here, would constitute unlawful
financial assistance or its equivalent in any other jurisdiction
(Secured Obligations)

Continued

Continuation page

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

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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 LDC (Managers) Limited (Security Trustee)

Address One Vine Street

London

Postcode W 1 J 0 A H

Name

Address

Postcode

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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 Charging Provisions

1.1 General

All Security created by the Company under clauses 3 2 to 3 5 of the Deed (reproduced as paragraphs 1 2 to 1 5 of this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Beneficiaries

1 2 First legal mortgages

The Company charged by way of first legal mortgage

- (a) the Properties,

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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).

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Signature

Please sign the form here

Signature

Signature

X *Adelman Goodman* 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 EDWAN (105754-54)

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



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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Amount secured

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

Amount secured

In this form the following terms shall have the following meanings

Beneficiaries means the Security Trustee and the Investors (and Beneficiary shall be construed accordingly) (as each such term is defined in the Deed unless otherwise defined in this form MG01)

Document means the Investor Documents and the Investor Security Documents (as each such term is defined in the Deed)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) all other interests and estates in freehold, leasehold (other than any Short Leasehold Property) or commonhold property vested in the Company at the date of the Deed,</p> <p>and, in each case, all Premises and Fixtures on such property for the time being</p> <p>1.3 Assignments</p> <p>(a) The Company assigned</p> <p>(i) the Key-man Policies to which it is a party,</p> <p>(ii) the Relevant Agreements to which it is a party, and</p> <p>(iii) the Relevant Policies to which it is a party</p> <p>(b) The Company shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements and the Relevant Policies to which it is a party</p> <p>(c) Notwithstanding the other terms of clause 3.3 of the Deed (reproduced as paragraph 1.3 of this form MG01), prior to the occurrence of an Event of Default which is continuing, the Company may, subject to the other terms of the Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements</p> <p>1.4 First fixed charges</p> <p>The Company charged by way of first fixed charge</p> <p>(a) all other interests and estates in any freehold, leasehold (other than any Short Leasehold Property) or commonhold property not otherwise charged under clause 3.2(b) of the Deed (reproduced as paragraph 1.2(b) of this form MG01),</p> <p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</p> <p>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together Chattels) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>Continued</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

- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Company and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person (each an **Account**),
- (i) all its Intellectual Property,
- (j) all its goodwill and uncalled capital,
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (l) to the extent that any legal mortgage in clause 3.2 of the Deed (reproduced as paragraphs 1.2 of this form MG01) (or any assignment in clause 3.3 of the Deed (reproduced as paragraph 1.3 of this form MG01) is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause

1.5 Floating charge

The Company charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4 of the Deed (reproduced as paragraphs 1.2, 1.3 and 1.4 of this form MG01)

1.6 Conversion of floating charge to a fixed charge

The Security Trustee may at any time by notice in writing to the Company convert the floating charge created under clause 3.5 of the Deed (reproduced as paragraph 1.5 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

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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

- (a) an Event of Default has occurred and is continuing, or
- (b) in the reasonable opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

1.7 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Document)

- (a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding-up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Deed (reproduced in paragraph 1 7 (c) of this form MG01), over all of the Floating Charge Assets

2 Negative Pledge

The Company agreed that it shall not create or permit to subsist any Security over any of its assets unless that Security is Permitted Security

In this form the following terms shall have the following meanings

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Chargor means an Original Chargor or an Additional Chargor (as defined in the Deed)

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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

Event of Default means an event of default, howsoever described, under any Investor Document, including any failure by the Company to comply with any term of the Investor Loan Note Instrument (as each such term is defined in the Deed)

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Deed on that Secured Property

Floating Charge Asset means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge) of the Deed (reproduced as paragraph 1.5 of this form MG01)

Intellectual Property means

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

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Company or by a trustee or clearance system or nominee

Key-man Policies means the policies of insurance described in schedule 4 (Key-man Policies) of the Deed (reproduced as Schedule 1 to this form MG01), if any, and all insurance policies in respect of the life, disability or critical illness of a member of management of the Company put on risk after the date of the Deed and in respect of which the Company is the insured party, together with all monies payable in respect of those policies

Permitted Security means

- (a) any security granted in favour of the Security Trustee

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group
- (c) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as
 - (i) such arrangement does not permit credit balances of Chargors to be netted or set off against debit balances of members of the Group which are not Chargors and
 - (ii) such arrangement does not give rise to other Security over the assets of Chargors in support of liabilities of members of the Group which are not Chargors
- (d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group
- (e) any Security arising as a consequence of any finance or capital lease and
- (f) any Security permitted by the Security Trustee in writing

(as each such term is defined in the Deed unless otherwise defined in this for MG01)

Premises means any building on a Secured Property

Properties means the properties listed in schedule 2 (Properties) of the Deed (reproduced as Schedule 2 to this form MG01)

Related Rights means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and

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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

- (c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreements means

- (a) the Acquisition Agreement (as defined in the Deed) and
- (b) each other agreement designated as a Relevant Agreement by the Security Trustee in writing

Relevant Policies means all Insurance Policies (as defined in the Deed) (other than Key-man Policies and policies in respect of third party liability) together with all monies payable in respect of those policies

Secured Assets means, in respect of the Company, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Security Trustee

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Deed

Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Short Leasehold Property means all leasehold properties for a term of less than 7 years unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by the Company under which the Company is obliged to pay rack rental

Subsidiary Shares means, in respect of the Company, all shares present and future held by it in its Subsidiaries (including those listed in schedule 3 (Subsidiary Shares) of the Deed (reproduced as Schedule 3 to this form MG01))

Schedule 1

Key-man Policies

Chargor	Insurer	Life assured	Date of policy	Policy number	Amount of cover
					Life Critical illness

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2

Properties

Registered Land

Chargor

Country and district (or address or description)

Title number

Unregistered Land

None

Schedule 3

Subsidiary Shares

Chargor

Name and registered
number of Subsidiary

Number and class of shares



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8317210
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 15 FEBRUARY 2013 AND CREATED BY
AGHOCO 1134 LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE
BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 21 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 FEBRUARY
2013

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**