

MG01

Particulars of a mortgage or charge

134492 / 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  
particulars of a charge for a  
company. To do this, please  
form MG01s

TUESDAY



LD4

\*L1ZN5E4Y\*

08/01/2013

#11

COMPANIES HOUSE

**1 Company details**

Company number 0 8 3 2 5 0 2 5

Company name in full Maze 3 Limited (the "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 d2 d1 m1 m2 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

Fixed and Floating Security Document (the "**Security Document**") dated 21  
December 2012 between, among others, the Company and Lloyds TSB Bank plc  
(the "**Security Agent**", as security agent for the benefit of the Secured  
Parties (which expression includes its successors in title, permitted  
assigns and permitted transferees)). **Please see Note (1) of the  
continuation pages for definitions (to the extent not already defined).**

**4 Amount secured**

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

Amount secured

04  
10  
All Liabilities whether of the Company or any other  
Chargor, where "**Liabilities**" means all present and  
future moneys, debts and liabilities due, owing or  
incurred by a Chargor or any other Obligor to any  
Secured Party under or in connection with any  
Secured Document (in each case, whether alone or  
jointly, or jointly and severally, with any other  
person, whether actually or contingently and  
whether as principal, surety or otherwise).

**Please see Note (1) of the continuation pages for  
definitions (to the extent not already defined).**

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

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

Name	Lloyds TSB Bank plc /							
Address	25 Gresham Street							
	London							
Postcode	E	C	2	V		7	H	N
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 Please see attached continuation pages.

# MG01

## Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount Nil.

### 8 Delivery of instrument

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

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

### 9 Signature

Please sign the form here

Signature

Signature

X Linklaters LLP / X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jennifer Brennan

Company name Linklaters LLP

Address One Silk Street

Please return

via

Post town London CH London Courier

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## **Short particulars of all the property mortgaged or charged**

Continuation page (1)

*Maze 3 Limited (08325025)*

### **1 FIXED CHARGES**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor, charged in favour of the Security Agent (as trustee for the Secured Parties)

- 1 1 Present Material Real Property:** by way of first legal mortgage, all Material Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Security Document as set out in Note (2) below) belonging to it as at the date of the Security Document, and
- 1 2 Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future, and
- 1 3 Other Assets:** by way of first fixed charge, all its present and future
  - (a) Book Debts,
  - (b) Bank Accounts (other than the Excluded Account) described in Schedule 8 (*Bank Accounts*) to the Security Document as set out in Note (7) below,
  - (c) Investments (including the shares described in Schedule 4 (*Investments*) to the Security Document as set out in Note (3) below),
  - (d) uncalled capital and goodwill,
  - (e) Intellectual Property (including the Intellectual Property described in Schedule 5 (*Intellectual Property*) to the Security Document as set out in Note (4) below),
  - (f) beneficial interest in any pension fund,
  - (g) plant and machinery (except that mortgaged or charged by the Security described in paragraph (a) or (b) of Clause 4 (*Fixed Charges*) of the Security Document, as detailed in paragraphs 1 1 or 1 2 above (as the case may be)), and
  - (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits (including that described in Schedule 7 (*Insurances*) to the Security Document as set out in Note (6) below)

### **2 FLOATING CHARGE**

- 2 1 Creation:** The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 4 (*Fixed Charges*) of the Security Document, as detailed in paragraph 1 above)

## Short particulars of all the property mortgaged or charged

Continuation page (2)

*Maze 3 Limited (08325025)*

### 3 ASSIGNMENTS

- 3.1 The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), assigns in favour of the Security Agent (as trustee for the Secured Parties)
- (a) **Assigned Contracts** its right, title and interest in and to the Assigned Contracts, including all moneys payable to that Chargor, and any claims, awards and judgments in favour of receivable or received by that Chargor, under or in connection with pursuant to the Assigned Contracts,
  - (b) **Insurances** its right, title and interest in and to all Insurances and all proceeds (other than in respect of third party Insurances) in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances),
  - (c) **Book Debts** its right, title and interest in and to all Book Debts, and
  - (d) **Blocked Accounts** its present and future right, title and interest in each Blocked Account (as described in Schedule 9 (*Blocked Accounts*) to the Security Document and as set out in Note (8) below)

**Note (1):** In this form, except to the extent that the context requires otherwise

**"Additional Borrower"** has the meaning given to it in the Senior Facilities Agreement

**"Additional Guarantor"** has the meaning given to it in the Senior Facilities Agreement

**"Agent"** means Lloyds TSB Bank plc as agent for the other Finance Parties

**"Assigned Contract"** of the Company means each contract detailed in Schedule 6 (*Assigned Contracts*) (and as set out in Note (5) below) to the Security Document to which the Company is a party and any other subordinated debt document which is designated by the Security Agent and the Company after the date of the Security Document as an "Assigned Contract" for the purposes of the Security Document

**"Bank Accounts"** of the Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts including the Bank Accounts (if any) listed in Schedule 8 (*Bank Accounts*) of the Security Document (as set out in Note (7) below)

**"Blocked Accounts"** means the Mandatory Prepayment Accounts identified as such in Schedule 9 (*Blocked Accounts*) to the Security Document (as set out in Note (8) below), together with any other existing or future Mandatory Prepayment Account opened by the Company which is designated by the Security Agent and the Company after the date of the Security Document as a "Mandatory Prepayment

**Short particulars of all the property mortgaged or charged**

Continuation page (3)

*Maze 3 Limited (08325025)*

Account" for the purposes of the Security Document, and in each case any replacement thereof together with all balances on or in the future standing to the credit of or accrued or accruing on those accounts

**"Book Debts"** of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement

**"Chargor"** means each of the Company, Holdco, Marken Limited, De Facto 1341 Limited and Marken Time Critical Express Limited

**"Delegate"** has the meaning given to it in the Intercreditor Agreement

**"Excluded Account"** means the account opened by a Chargor with Lloyds TSB Bank plc which is used solely for the purpose of providing 100% cash cover for the Existing Ancillary Debt and the balance now or in the future standing to the credit of such account does not exceed £1,005,054 43

**"Existing Ancillary Debt"** has the meaning given to it in the Senior Facilities Agreement

**"Facility"** has the meaning given to it in the Senior Facilities Agreement

**"Finance Party"** means the Agent, the Security Agent, a Lender or a Hedge Counterparty

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group"** means Holdco and each of its Subsidiaries for the time being

**"Guarantor"** means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligor*) to the Senior Facilities Agreement

**"Hedge Counterparty"** has the meaning given to it in the Senior Facilities Agreement

**"Hedging Letter"** means the letter required to be delivered under paragraph (a) of Clause 23 44 (*Conditions subsequent*) of the Senior Facilities Agreement between the Agent and Holdco describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of the Borrowers of, and in relation to, the Facilities

**"Holdco"** means Maze 2 Limited, a company with limited liability incorporated under the laws of England and Wales, having its registered address at Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ, United Kingdom, with registered number 8325023

**"Holding Company"** means, in relation to a person, any other person in respect of which it is a Subsidiary

## **Short particulars of all the property mortgaged or charged**

Continuation page (4)

*Maze 3 Limited (08325025)*

**"Insurances"** of the Company means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or a member of the Group or (to the extent of its interest) in which it now or in the future has an interest

**"Intellectual Property"** of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Intercreditor Agreement"** means the intercreditor agreement dated 17 January 2010, as amended and restated on or about the date of the Security Document between, amongst others, Iridium Block Two Limited as the parent, Lloyds TSB Bank plc as senior agent, the senior lenders named therein, the hedge counterparties named therein, the intra group lenders named therein, the original debtors named therein and Lloyds TSB Bank plc as the security agent

**"Investments"** of the Company means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

**"Obligor"** means a Borrower or a Guarantor

**"Original Borrower"** has the meaning given to it in the Senior Facilities Agreement

**"Original Guarantor"** has the meaning given to it in the Senior Facilities Agreement

**"Original Senior Facilities Agreement"** means the senior facilities agreement dated 17 January 2010 as amended on 20 January 2010, as amended and restated on 23 February 2010, as amended on 24 March 2010 and as amended and restated on 20 April 2011, between, among others, Iridium Block Two



**Short particulars of all the property mortgaged or charged**

Continuation page (5)

*Maze 3 Limited (08325025)*

Limited as the parent, the original borrowers named therein, the original lenders named therein, the hedge counterparties named therein and Lloyds TSB Bank plc as facility agent and security agent

**"Lender"** has the meaning given to it in the Senior Facilities Agreement

**"Mandatory Prepayment Account"** means an interest-bearing account

- (a) held by a Borrower with the Agent or Security Agent,
- (b) identified in a letter between Holdco and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Agent, which Security is in form and substance satisfactory to the Agent and Security Agent (acting reasonably), and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time)

**"Material Real Property"** of the Company means

- (a) all freehold Real Property of the Company, and
- (b) any leasehold Real Property of the Company which is required to be registered pursuant to the Land Registration Act 2002

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Receiver"** has the meaning given to it in the Intercreditor Agreement

**"Restructuring"** means the financial restructuring of the Group as contemplated in the Restructuring Agreement and the Structure Memorandum

**"Restructuring Agreement"** means the restructuring agreement dated 21 December 2012 and made between, among others, Topco, Holdco, the Company, the Agent and the Security Agent in relation to the Restructuring

**"Secured Documents"** means the "Finance Documents" as defined in the Senior Facilities Agreement being

- (a) the Senior Facilities Agreement,
- (b) any accession deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*) to the Senior Facilities Agreement,
- (c) any compliance certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) to the Senior Facilities Agreement,

**Short particulars of all the property mortgaged or charged**

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*Maze 3 Limited (08325025)*

- (d) any fee letter dated on or about the date of the Security Document between the Agent, the Security Agent and Marken Limited setting out the fees referred to in Clauses 13.1 (*Agency fee*) and 13.2 (*Security Agent fee*) of the Senior Facilities Agreement,
- (e) any Hedging Letter,
- (f) any utilisation request notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests and Notices*) to the Senior Facilities Agreement,
- (g) any hedging master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Obligor and a Hedge Counterparty for the purpose of hedging liabilities and/or risks in relation to the Facilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter either requires or has required to be hedged,
- (h) the Intercreditor Agreement,
- (i) any resignation letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Senior Facilities Agreement,
- (j) any selection notice substantially in the form set out in Part II of Schedule 3 (*Requests and notices*) to the Senior Facilities Agreement given in accordance with Clause 11 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Facility,
- (k) any Transaction Security Document,
- (l) the Restructuring Agreement and
- (m) any other document designated as a "Finance Document" by the Agent and Holdco

**"Secured Party"** means the Senior Creditors and any Receiver or Delegate and from time to time but, in the case of each Senior Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 18.8 (*Creditor/Agent Accession Undertaking*) to the Intercreditor Agreement

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

**"Senior Agent"** means Lloyds TSB Bank plc (and its successors in title, permitted assigns and permitted transferees) as agent for the Senior Lenders

**"Senior Creditors"** means the Senior Lenders, the Hedge Counterparties, the Senior Agent and the Security Agent

**"Senior Facilities Agreement"** means the Original Senior Facilities Agreement as amended and restated on or about the date of the Security Document

**"Senior Lenders"** has the meaning given to it in the Intercreditor Agreement

**Short particulars of all the property mortgaged or charged**

Continuation page (7)

*Maze 3 Limited (08325025)*

**"Structure Memorandum"** has the meaning given to it in the Senior Facilities Agreement

**"Subsidiary"** means, in relation to a Holding Company, a company or corporation

- (a) which is controlled, directly or indirectly, by that Holding Company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by that Holding Company, or
- (c) which is a subsidiary of another Subsidiary of that 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 direct its affairs and/or to determine the composition of the majority of its board of directors or equivalent body

**"Topco"** means Maze 1 Limited, a company with limited liability incorporated under the laws of England and Wales, having its registered office at Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ, United Kingdom and with registered number 8325021

**"Transaction Security Document"** has the meaning given to it in the Senior Facilities Agreement



**Short particulars of all the property mortgaged or charged**

Continuation page (8)

*Maze 3 Limited (08325025)*

**Note (2):**

The Material Real Property specified in Schedule 3 (*Real Property*) to the Security Document is as follows None at the date of the Security Document

**Note (3):**

The Investments specified in Schedule 4 (*Investments*) to the Security Document is as follows None at the date of the Security Document

**Note (4):**

The Intellectual Property specified in Schedule 5 (*Intellectual Property*) to the Security Document is as follows None at the date of the Security Document

**Note (5):**

The Assigned Contracts specified in Schedule 6 (*Assigned Contracts*) to the Security Document is as follows None at the date of the Security Document

**Note (6):**

The Insurance specified in Schedule 7 (*Insurance*) to the Security Document is as follows None at the date of the Security Document

**Note (7):**

The Bank Accounts specified in Schedule 8 (*Bank Accounts*) to the Security Document is as follows None at the date of the Security Document

**Note (8):**

The Blocked Accounts specified in Schedule 9 (*Blocked Accounts*) to the Security Document is as follows None at the date of the Security Document

**Short particulars of all the property mortgaged or charged**

Continuation page (9)

*Maze 3 Limited (08325025)*

**Note (9):** The Security Document provides that

- 1 **Security:** The Company shall not create or permit to subsist any Security over any Charged Asset except a permitted by the Senior Facilities Agreement
- 2 **Disposal:** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by the Senior Facilities Agreement
- 3 **Conversion by Notice:** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically) on or after the occurrence of an Acceleration Event or a Default Event
- 4 **Automatic Conversion:** If
  - 4.1 the Company takes any step to create any Security in breach of Clause 7.1 (*Security*) of the Security Document (as set out in paragraph 1 above) over any of the Charged Assets not subject to a fixed Charge, or
  - 4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating Charge over the relevant Charged Assets over which any such steps described in paragraphs 4.1 and 4.2 above have been taken, shall automatically and immediately be converted into a fixed Charge

For the purposes of this Note (9)

**"Acceleration Event"** means a Senior Acceleration Event or a New Money Acceleration Event

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

any reference to **"Charged Assets"** includes any part of that asset, the proceeds of that asset, the right, title and interest of the relevant Chargor in and to that asset, any moneys, claims and proceeds paid or payable in respect of that asset and any present and future assets of that type

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document

**"Default Event"** means following the occurrence of an Event of Default which is continuing, the Security Agent (acting on the instructions of the Majority Senior Creditors) taking steps (or requesting the Chargors to take steps) to perfect or protect the Charges or the priority of the Charges, including but not limited to

- (a) giving notice to the relevant Chargor to convert the floating Charge over certain Charged Assets into a fixed Charge,

**Short particulars of all the property mortgaged or charged**

Continuation page (10)

*Maze 3 Limited (08325025)*

- (b) requesting the Chargors to give notice to the debtors of the Book Debts of the assignments in Clause 5 (*Assignments*) of the Security Document,
- (c) requesting the Chargors to give notice to the counterparties to the Insurances of the assignments in Clause 5 (*Assignments*) of the Security Document, and/or
- (d) giving notice to the Chargors that no withdrawals shall be made from any Bank Account

**"Event of Default"** means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Senior Facilities Agreement

**"Majority Senior Creditors"** has the meaning given to that term in the Intercreditor Agreement

**"New Money Acceleration Event"** has the meaning given to it in the Intercreditor Agreement

**"Senior Acceleration Event"** has the meaning given to it in the Intercreditor Agreement



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

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

**COMPANY NO. 8325025  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 21 DECEMBER 2012 AND CREATED BY  
MAZE 3 LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY OR ANY OTHER  
CHARGOR OR ANY OTHER OBLIGOR TO ANY SECURED PARTY  
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 JANUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY  
2013

DX

Via London  
Counter



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



