

MG01

Particulars of a mortgage or charge

134 503 / 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 for a Scottish company. To do this, please use form MG01s

THURSDAY



L21

L218TSB5

31/01/2013

#155

COMPANIES HOUSE

1

Company details

Company number

0 8 3 2 5 0 2 5

Company name in full

Maze 3 Limited (the "Chargor")

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

2 9 10 1 12 0 1 3

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

Charge Over Account (the "Security Document") dated 29 January 2013 between the Chargor and Lloyds TSB Bank plc (the "Lender" (which expression includes its successors in title, permitted assigns and permitted transferees)).

4

Amount secured

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

Amount secured

The "Liabilities", which are defined in the Security Document as meaning all Existing Ancillary Debt and all other present and future moneys, debts and liabilities due, owing or incurred by a member of the Old Group to the Lender under or in connection with any Existing LBIGs (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

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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	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

The Account

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Lender by way of first fixed charge, the Account, all its present and future right, title and interest in or to the Account and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on the Account.

Please see Note (1) of the continuation pages for definitions.

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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

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

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Particulars of a mortgage or charge



Presenter information

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

Contact name Kevin Yao

Company name Linklaters LLP

Address One Silk Street

Post town London

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 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

Maze 3 Limited (08325025)

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

"Account" means the account held at the Lender's office with the following details

Sort Code	300002
Account No	01835918
Name	LTSB Re Maze 3 Ltd Guarantee Liability

"Amendment and Restatement Effective Time" has the meaning given to that term in the Restructuring Agreement

"Existing Ancillary Debt" means the contingent debt under each letter of credit or other bond, guarantee and indemnity facility entered into between the Lender and certain members of the Old Group from time to time and which was outstanding as a contingent debt in connection with the Original Senior Facilities Agreement immediately prior to the Amendment and Restatement Effective Time

"Existing LBIGs" means the letters of credit, bonds, indemnities and guarantees set out in Schedule 2 (LBIGs) to the Security Document (as described in Note (2) below)

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

"Old Group" means Iridium Block Two Limited and each of its Subsidiaries at the time immediately prior to the Amendment and Restatement Effective Time

"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 Limited, the original borrowers named therein, the original guarantors named therein and the original lenders named therein (including the Lender)

"Restructuring Agreement" means the restructuring agreement dated 17 December 2012 between, among others, Maze 1 Limited, Maze 2 Limited, the Chargor and Lloyds TSB Bank plc in its capacity as existing senior agent and existing security agent

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

- (a) which is controlled, directly or indirectly, by that Holding Company, or
- (b) more than half the issued voting 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

Short particulars of all the property mortgaged or charged

Continuation page (2)

Maze 3 Limited (08325025)

Note (2): Existing LBIGs**1 Existing LBIGs borrowed by Marken Limited**

Reference No.	Issue Date	Beneficiary	Amount	Maturity Date
GTYA070015835	1 February 2007	Int Air Transport Association	SEK150,000 00	31 December 2020
GTYA060014145	1 June 2006	H M Customs and Excise	GBP40,000 00	None
GTYA080026094	8 October 2008	Singapore Airlines Cargo Pte Ltd	USD25,000 00	30 September 2013
GTYA100036309	22 December 2010	Lufthansa Cargo AG	SGD50,000 00	31 December 2013
GTYA070015784	24 January 2007	Stanford Investments Limited	GBP250,000 00	2 January 2016
GTYA070018202	11 October 2007	Hessische Red Square GmbH and Co KG	EUR22,134 00	31 October 2017
GTYA100034719	20 August 2010	Mapletree Trustee Pte Ltd	SGD165,489 96	31 January 2014
GTYA110036506	10 January 2011	Authority of Inland Revenue	SGD27,000 00	31 October 2012
GTYA070016678	15 May 2007	South African Airways (Proprietary)	ZAR50,000 00	None

2 Existing LBIGs borrowed by Marken SAS

Reference No.	Issue Date	Beneficiary	Amount	Maturity Date
GTYA111000944	22 September 2011	Direction Generale Des Douanes et d	EUR10,000 00	None
GTYA100032482	1 March 2010	Commitment to Bonding Facility	GBP468,884 89	31 December 2010

Short particulars of all the property mortgaged or charged

Continuation page (3)

Maze 3 Limited (08325025)

3 Existing LBIGs borrowed by Marken Time Critical Express Limited

Reference No.	Issue Date	Beneficiary	Amount	Maturity Date
GTYA080020020	29 January 2008	Green Square Property Development	AUD77,627 80	30 September 2018

Note (3): The Security Document provides that

- 1 Security.** The Chargor shall not create or permit to subsist any Security over any Charged Asset except for the Charges
- 2 Disposal.** The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of any Charged Asset except as required by Clause 4 5 (*Further assurance*) of the Security Document

For the purposes of this Note (2)

"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

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

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



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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNT DATED
29 JANUARY 2013 AND CREATED BY MAZE 3 LIMITED FOR
SECURING ALL SUMS DUE OR TO BECOME DUE AND ALL
OTHER MONIES DUE OR TO BECOME DUE FROM A MEMBER
OF THE OLD GROUP TO LLOYDS TSB BANK PLC 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 31 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2013



Companies House



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