

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 NOT**

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

THURSDAY



A24

\*A1D18VYY\*

19/07/2012

COMPANIES HOUSE

#316

1

**Company details**

Company number

0 7 0 3 8 9 0 4

Company name in full

Almacantar Limited (the "Assignor")

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

01 02 07 20 12

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

Subordinated Creditors' Security Agreement (the "Assignment")

4

**Amount secured**

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

Amount secured

The liabilities of the Borrower to the Finance  
Parties under or pursuant to the Finance Documents  
(the "Secured Liabilities").

For terms not defined see MG01 Continuation Sheets

**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 Crédit Agricole Corporate and Investment Bank

Address Broadwalk House, 5 Appold Street, London

Postcode E C 2 A 2 D A

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 See MG01 Continuation Sheets

# MG01

## 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 Stephenson Harwood 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 Hannah Jones

Company name Stephenson Harwood LLP

Address 1 Finsbury Circus

Post town

County/Region London

Postcode E C 2 M 7 S H

Country United Kingdom

DX DX 64 Chancery Lane

Telephone 020 7329 4422



### 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)**

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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

**1 Assignment**

**1.1 Assignment**

The Assignor assigned the Security Assets absolutely to the Security Agent

**1.2 Trust**

If or to the extent that the assignment of any Security Asset is prohibited, the Assignor holds it on trust for the Security Agent

**2 Nature of Security created**

The Security created under the Assignment was created

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities,
- (b) in favour of the Security Agent as trustee for the Finance Parties, and
- (c) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Assignor does not know and could not reasonably be expected to know about them)

**3 Negative covenants**

The covenants in clause 7 of the Assignment (as set out in paragraph 3 of this form MG01) remain in force from the date of the Assignment until the expiry of the Security Period

**3.1 Disposals**

The Assignor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, license, transfer, loan or otherwise dispose of any Security Asset or enter into an agreement to make any such disposal

**3.2 Negative pledge**

The Assignor shall not create or permit to subsist any Security over any Security Asset except for Security expressly permitted by, or entered into pursuant to, any Finance Document

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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>3.3 Preservation of the Contracts</b></p> <p>The Assignor shall not take any Security in connection with its liabilities under the Assignment from any guarantor of, or provider of Security for, any of the Secured Liabilities</p> <p><b>3.4 Changes to the Contracts</b></p> <p>The Assignor shall not, without the written consent of the Security Agent (such consent not to be unreasonably withheld)</p> <ul style="list-style-type: none"> <li>(a) make or consent to any modification, amendment, suspension, cancellation or termination of any Contract,</li> <li>(b) make or agree to any claim that any Contract is frustrated or avoided,</li> <li>(c) consent or agree to any waiver or release of any obligation of any party (other than itself) under any of the Contracts, or</li> <li>(d) do or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value of the security given under the Assignment</li> </ul> <p><b>Definitions</b></p> <p>"Agent" has the meaning given to that term in the Facility Agreement</p> <p>"Arranger" has the meaning given to that term in the Facility Agreement</p> <p>"Borrower" means TS Kingsway Investment S à r l (to be renamed Almacantar Kingsway S à r l ) a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B101386 having its registered office at 37, rue d'Anvers, L-1130 Luxembourg</p> <p>"Contract" means each contract of which brief particulars are set out in Schedule 1 (The Contracts) of the Assignment (as set out in Schedule 1 (The Contracts) of this form MG01), as amended, varied, novated, supplemented and replaced from time to time</p> <p>"Contract Benefits" means, in relation to a Contract, all of the Assignor's rights under and interest in that Contract, including</p> <ul style="list-style-type: none"> <li>(a) all moneys which may become payable, and the benefit of all property and claims, under that Contract, and</li> <li>(b) any claim or action against any other party to that Contract</li> </ul>	

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Short particulars

**"Facility Agreement"** means the facility agreement the facility agreement dated on or around the date of the Assignment between, among others, the Borrower and the Security Agent

**"Fee Letter"** has the meaning given to that term in the Facility Agreement

**"Finance Documents"** means the Facility Agreement, any Security Document, any Hedging Agreement, any Subordination Agreement, any Fee Letter, any Hedge Counterparty Accession Letter, any Resignation Letter or any other document designated as such by the Agent and the Borrower

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

**"Hedge Counterparty"** has the meaning given to that term in the Facility Agreement

**"Hedge Counterparty Accession Letter"** has the meaning given to that term in the Facility Agreement

**"Hedging Agreement"** has the meaning given to that term in the Facility Agreement

**"Lender"** has the meaning given to that term in the Facility Agreement

**"Loan"** has the meaning given to that term in the Facility Agreement

**"Resignation Letter"** has the meaning given to that term in the Facility Agreement

**"Secured Party"** has the meaning given to that term in the Facility 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

**"Security Agent"** means Crédit Agricole Corporate and Investment Bank

**"Security Assets"** means each Contract and its related Contract Benefits

**"Security Document"** has the meaning given to that term in the Facility Agreement

**"Security Period"** means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the Secured Liabilities are irrevocably discharged in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Loan

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Short particulars

"**Subordination Agreement**" has the meaning given to that term in the Facility Agreement

**Schedule 1 - The Contracts**

Description	Parties	Date
£15,000,000 term loan letter	Borrower Assignor	On or about the date of the Assignment





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

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

**COMPANY NO. 7038904  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUBORDINATED CREDITORS'  
SECURITY AGREEMENT DATED 12 JULY 2012 AND CREATED  
BY ALMACANTAR LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE BORROWER TO THE FINANCE  
PARTIES 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 19 JULY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JULY 2012**



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